



**SCHOOL**  

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**DISTRICT**

**EDUCATING LEARNERS FOR THE 21ST CENTURY**

**REGULAR BOARD MEETING**

**May 11, 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





## **Regular Board Meeting**

5/11/2016 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 Legal Counsel – Existing Litigation, pursuant to Government Code § 54956.9 Name of Case and Case No.: Rio School District v. Negele & Associates, Ventura County Superior Court Case No. 56-2016-00480450-CU-PN-VTA**

**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. 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**

**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**

**6. Public Employee Appointment [Government Code 54957] Title: Director of Technology and Director of Fiscal Services**

**5. Reconvene in Open Session**

1. Report of Closed Session

**6. Public Hearing**

**7. Presentations/Recognitions**

**8. Communications**

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

5. Public Comment-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. 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.

**9. Information**

1. Business Services Update
2. Educational Services Update
3. First Reading of CSBA Board Policy Updates

Superintendent Puglisi

**10. Information/Action**

1. Approval of Resolution 1516/31 Prescribing Terms, and Providing for the Sale and Issuance of CFD No. 1, 2016 Special Tax Bonds; Authorizing the Execution and Delivery of a Third Supplemental Fiscal Agent Agreement, a Bond Purchase Agreement, and a Continuing Disclosure Certificate; Approving the Form of the Preliminary Official Statement and the Official Statement and the Distribution Thereof

Kristen Pifko,  
Assistant  
Superintendent of  
Business Services

2. Approval of School Facilities Mitigation Agreement between Rio School District and Oxnard CRFL Partners, LLC



- 3. Approval of the Initial Study/Mitigated Negative Declaration Proposed Riverpark West K8 STEAM School  
Superintendent Puglisi
- 4. Approval of Resolution 1516/30 RSD Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be Held on November 8, 2016.  
Superintendent Puglisi
- 5. Approval of Declaration of Need for Fully Qualified Educators  
Carolyn Bernal
- 6. 2016/2017 Academic Calendar (DRAFT)
- 11. Consent Agenda
  - 1. Approval of the Minutes of the Regular Board Meeting of April 13, 2016  
Superintendent Puglisi
  - 2. Approval of the Donation Report  
Superintendent Puglisi
  - 3. Approval of the Personnel Report - May 2016  
Carolyn Bernal,  
Director of Human Resources
  - 4. Authorization of Teaching Assignment – Multiple Subject  
Kristen Pifko,  
Assistant  
Superintendent of  
Business Services
  - 5. Ratification of the Commercial Warrant Register  
Kristen Pifko,  
Assistant  
Superintendent of  
Business Services
  - 6. Approval of Agreement for Police School Resource Officer Services and Cost Sharing with the City of Oxnard.  
Kristen Pifko,  
Assistant  
Superintendent of  
Business Services
  - 7. Contract with Ventura County Office of Education for Hearing Conservation and Audiology Services  
Kristen Pifko,  
Assistant  
Superintendent of  
Business Services
  - 8. Approval of Hip Hop Mindset Contract to provide Dance Instruction
  - 9. Approval of Contract Extension for Godoy Studios  
Superintendent Puglisi
  - 10. Approval of Typing Agent Contract for Student Keyboard Software
  - 11. Approval of the Contract with Redbird Advanced Learning Contract  
Oscar Hernandez,  
Assistant  
Superintendent of  
Educational Services
  - 12. Approval of Contract with OxBlue-Surveillance System for the new RSD K8 STEAM School Site  
Superintendent Puglisi
  - 13. Contract for eRate Consulting Services  
Mike Vollmert
  - 14. Approval of Purchase of Additional TVs for PADDLE  
Superintendent Puglisi
  - 15. Approval of Contract Renewal with Edulink FY 2016/2017  
Superintendent Puglisi
  - 16. Approval of Destiny Software Follett Contract Renewal FY 1617  
Superintendent Puglisi
  - 17. Approve Change Order for an increase to PO G15-0001 for Balfour Beatty's services for January 2016 through June 2016.  
Kristen Pifko,  
Assistant  
Superintendent of  
Business Services



18. Approve the contract from M/M Mechanical, Inc. for unforeseen site repairs required during the renovation of the courtyard at Rio Del Valle Middle School.

19. Approve the Proposal from Pro-Fab for Portable Classroom Repairs at Rio Lindo and Rio Del Valle.

20. Approval to increase the GreenEconome contract to be calculated without incentives and include bonds and insurance.

21. Approval of Change Order No. 1 and No. 2 with GreenEconome to provide additional installation of Solar Window Films at Rio Del Mar and to replace emergency ballasts at Rio Vista Middle School to the original proposal.

22. Approval of Sales Agreement from Quiel Signs for seven (7) clear lexan covers with aluminum frames to be installed onto marquees.

23. Approve proposal from JMB Services, Inc. for the landscaping installation of planters, irrigation and planning at Rio Del Valle Middle School.

Kristen Pifko,  
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**12. Organizational Business**

1. Items for Future Board Meetings

2. Future Meeting Dates: Special Board Meeting May 26, 2016, Regular Board Meetings June 8, 2016 and June 22, 2016

**13. Adjournment**



3.0





**Agenda Item:**            **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.**

**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 Legal Counsel – Existing Litigation, pursuant to Government Code § 54956.9 Name of Case and Case No.: Rio School District v. Negele & Associates, Ventura County Superior Court Case No. 56-2016-00480450-CU-PN-VTA**

**Attachments:**











**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:**









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

**Attachments:**











**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**

**Attachments:**





4.6





**Agenda Item:** 4.6. Public Employee Appointment [Government Code 54957] Title: Director of Technology and Director of Fiscal Services

**Attachments:**



8.4





**Agenda Item:**           **8.4. Superintendent Reports**

**Rationale:**           **Superintendent Puglisi will provide an update regarding:**

- Master Planning Update
- Enrollment
- Rio STEAM Academy

**Attachments:**





8.5



Agenda Item:

**8.5. 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. 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.**

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:



9.1





**Agenda Item:** 9.1. Business Services Update

**Rationale:** Kristen Pifko, Assistant Superintendent of Business Services, will update the Governing Board on the following:

- Facilities
- Child Nutrition
- Results of the Sale of the Bonds/COP

**Attachments:**











**Agenda Item:**           **9.2. Educational Services Update**

**Rationale:**           Oscar Hernandez, Assistant Superintendent of Educational Services, will update the Governing Board on the following:

- RtI
- Special Education
- Rio Real Presentations
- Sokikom Presentation
- Redbird Presentation

**Attachments:**



9.3





**Agenda Item:** 9.3. First Reading of CSBA Board Policy Updates

**Speaker:** Superintendent Puglisi

**Attachments:**





**Separate  
Report  
attached**



10.1





**Agenda Item: 10.1. Approval of Resolution 1516/31 Prescribing Terms, and Providing for the Sale and Issuance of CFD No. 1, 2016 Special Tax Bonds; Authorizing the Execution and Delivery of a Third Supplemental Fiscal Agent Agreement, a Bond Purchase Agreement, and a Continuing Disclosure Certificate; Approving the Form of the Preliminary Official Statement and the Official Statement and the Distribution Thereof**

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

**Rationale:** On October 15, 2002, the Rio Elementary School District (“School District”) entered into a School Mitigation Agreement with Riverpark A, LLC and Riverpark B, LLC (collectively, “Developer”). The Mitigation Agreement (as now amended by the First Amended and Restated School Facilities Mitigation Agreement between the School District and the Developer dated August 21, 2014 and the Settlement Agreement and Release dated March 10, 2011 between the Developer and the District, (together with the Mitigation Agreement, the “Agreement”)), outlined the obligation of the Developer to construct three (3) schools within the Riverpark Specific Plan (“Project”) and the Developer’s right to be reimbursed an amount up to the actual cost of the schools from State funds and proceeds generated through the issuance of bonds by a Community Facilities District (“CFD”). On May 3, 2005, the Board of Trustees conducted a Special Tax Election forming CFD No. 1 and authorizing the issuance of \$75,000,000 of bonds for the purpose of financing the school facilities needs of the Project. On November 16, 2005, CFD No. 1 issued its first series of bonds (“2005 Special Tax Bonds”) to fund in part certain construction costs for Rio Del Mar Elementary School and Rio Vista Middle School. On November 7, 2013, CFD No. 1 issued its second series of bonds to reimburse the Developer for remaining costs incurred in the delivery of Rio Del Mar Elementary School and Rio Vista Middle School and to provide funding for central administrative and support facilities of the School District. On December 18, 2014, CFD No. 1 issued its third series of bonds to refund the outstanding 2005 Special Tax Bonds.

Over the last several months staff has worked with the School District’s financing team to determine whether it is in the best financial interests of the School District to issue a fourth series of Special Tax Bonds to be known as the 2016 Special Tax Bonds and secured by Special Taxes being levied upon developed properties within CFD No. 1 for the purpose of providing additional funding for school facilities and the remaining reimbursement to the Developer under the terms of the Agreement. Staff and the School District’s financing team have determined that the issuance of the 2016 Special Tax Bonds is appropriate at this time.

District staff and the District’s financing team have prepared and compiled the documents needed to issue the 2016 Special Tax Bonds. At this time, the Board of Trustees is being asked to approve the issuance of the 2016 Special Tax Bonds in an amount not to exceed \$16,275,000. Proceeds generated by the 2016 Special Tax Bonds will be used (i) for additional school facilities; (ii) for reimbursement to the Developer as described above; (iii) to pay the expenses identified above; (iv) to make a deposit into the CFD No. 1 reserve fund; and (v) to pay for certain costs of issuance.



Once approved, staff will move forward with the issuance of the 2016 Special Tax Bonds. Proceeds are expected to be available in late June, 2016.

**Financial Impact:** N/A

**Recommended Motion:** Staff recommends the approval of Resolution 1516/31 and the accompanying documents.

**Attachments:**

**RIO ELEMENTARY SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1**

**RESOLUTION NO. 1516/31**

**A RESOLUTION PRESCRIBING TERMS, AND PROVIDING FOR THE SALE AND  
ISSUANCE OF CFD NO. 1, 2016 SPECIAL TAX BONDS;  
AUTHORIZING THE EXECUTION AND DELIVERY OF  
A THIRD SUPPLEMENTAL FISCAL AGENT AGREEMENT,  
A BOND PURCHASE AGREEMENT, AND A CONTINUING DISCLOSURE  
CERTIFICATE; APPROVING THE FORM OF  
THE PRELIMINARY OFFICIAL STATEMENT AND  
THE OFFICIAL STATEMENT AND THE DISTRIBUTION THEREOF**

**WHEREAS**, the Board of Trustees (the "Board") of the Rio Elementary School District (the "District") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the California Government Code) to form Community Facilities District No. 1 (RiverPark) (the "CFD No. 1"), to authorize the levy of special taxes upon certain real property within the District, and to issue bonds (the "Bonds") in a principal amount not to exceed \$75,000,000 secured by the special taxes ("Special Taxes") for several purposes including financing certain public school facilities;

**WHEREAS**, pursuant to Resolution No. 0506-03, adopted by the Board on September 15, 2005, the District authorized the issuance of the first series of Bonds, known as the Series 2005 Bonds, in the amount of \$30,725,000, secured by the Special Taxes;

**WHEREAS**, the Series 2005 Bonds were issued in part pursuant to the authority of a fiscal agent agreement dated November 1, 2005, between Zions First National Bank, as fiscal agent (the "Fiscal Agent") and the District (the "Fiscal Agent Agreement");

**WHEREAS**, pursuant to Resolution No. 1314/02, adopted by the Board on September 18, 2013, the District authorized the issuance of the second series of Bonds, known as the Series 2013 Bonds, in the amount of \$28,000,000, secured by the Special Taxes;

**WHEREAS**, the Series 2013 Bonds were issued in part pursuant to the authority of the Fiscal Agent Agreement, as supplemented by a first supplemental fiscal agent agreement dated November 1, 2013, between the Fiscal Agent and the District (the "First Supplemental Fiscal Agent Agreement");

**WHEREAS**, pursuant to Resolution No. 1415/07, adopted by the Board on November 19, 2014 the District authorized the issuance of the third series of Bonds, known as the 2014 Special Tax Refunding Bonds (the "2014 Refunding Bonds"), in the amount of \$27,345,000 secured by the Special Taxes;

**WHEREAS**, the 2014 Refunding Bonds were issued in part pursuant to the authority of the Fiscal Agent Agreement, as supplemented by the First Supplemental Fiscal Agent

Agreement, and a second supplemental fiscal agent agreement dated December 1, 2014, between the Fiscal Agent and the District (the "Second Supplemental Fiscal Agent Agreement");

**WHEREAS**, the Board has determined to issue a new series of Bonds, under the authority of the Fiscal Agent Agreement, as supplemented by the First Supplemental Fiscal Agent Agreement, and the Second Supplemental Fiscal Agent Agreement (collectively, the "Fiscal Agent Agreement"), to be designated its "Rio Elementary School District Community Facilities District No. 1, Special Tax Bonds, Series 2016" (the "Series 2016 Bonds");

**WHEREAS**, the conditions for the issuance of the Series 2016 Bonds have been satisfied;

**WHEREAS**, proceeds from the sale of the Series 2016 Bonds will be expended for the purposes of reimbursing certain developers within CFD No. 1 for costs related to the construction of an elementary school and a middle school within CFD No. 1, financing the acquisition and construction of facilities authorized to be financed with CFD No. 1 funds, making a deposit to the reserve fund, and paying certain costs of issuance;

**WHEREAS**, the Board has determined that the issuance of the Series 2016 Bonds is prudent in the management of the fiscal affairs of the District;

**WHEREAS**, the following documents and proposed agreements relating to the issuance, sale, and delivery of the Series 2016 Bonds by the District on behalf of CFD No. 1, and the application of the proceeds thereof, which are incorporated herein by reference, have been presented to the Board for its review and approval:

A. a third supplemental fiscal agent agreement between Zions Bank, a division of ZB, National Association, as successor Fiscal Agent and the District (the "Third Supplemental Fiscal Agent Agreement"), pursuant to which the District will issue the Series 2016 Bonds;

B. a bond purchase agreement by and between the underwriter identified below and the District (the "Bond Purchase Agreement"); whereby the Board will sell the Series 2016 Bonds to the underwriter pursuant to the terms and conditions set forth therein;

C. a preliminary official statement relating to the Series 2016 Bonds (the "Preliminary Official Statement," with such additions, changes and deletions as permitted hereunder and under the applicable law, the "Official Statement"); and

D. a continuing disclosure certificate relating to the Series 2016 Bonds (the "Continuing Disclosure Certificate"), whereby the District will undertake to provide annual reports and notices of certain specified events as required under federal securities laws;

**WHEREAS**, the Board will award the sale of the Series 2016 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), who will submit an offer to purchase the Series 2016 Bonds pursuant to the Bond Purchase Agreement, the form of which is now on file with the Board;



**WHEREAS**, the Board has considered the terms and conditions of the Bond Purchase Agreement, and has determined that a negotiated sale of the Series 2016 Bonds to the Underwriter pursuant to the terms and conditions set forth in the Bond Purchase Agreement would result in a lower overall cost to the District and to CFD No. 1, and is in the best interests of the District and CFD No. 1;

**WHEREAS**, the Board's prior Resolution No. 0506-03 also authorized the execution and delivery of a special tax security agreement (the "Special Tax Security Agreement"), dated November 1, 2005, by and among the District and RiverPark A, L.L.C. and RiverPark B, L.L.C. (collectively RiverPark A, L.L.C. and RiverPark B, L.L.C. are hereinafter referred to as the "Developer");

**WHEREAS**, pursuant to the Special Tax Security Agreement, the Developer agreed to provide one or more letter(s) of credit or surety bond(s), or a combination thereof (the "Special Tax Security"), for the purpose of securing the special taxes levied on non-exempt property within CFD No. 1 owned by the Developer and/or its affiliate (as defined in the Special Tax Security Agreement);

**WHEREAS**, prior to the issuance of the Series 2016 Bonds, the District may determine that the amount of the Special Tax Security should be increased to conform to the terms and conditions of the Special Tax Security Agreement, or otherwise modified; and in such event, the Board hereby authorizes such increase or modification consistent with the terms of the Special Tax Security Agreement; and

**WHEREAS**, all acts, conditions, and things required by law to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Series 2016 Bonds, and the execution and entering into of the Third Supplemental Fiscal Agent Agreement and other documents listed above do exist, have happened, and have been performed in regular and due time, form, and manner as required by law;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Rio Elementary School District, as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and the Board so finds and determines.

**Section 2. Authorization to Issue Bonds.** The Board hereby authorizes the issuance of the Series 2016 Bonds in a principal amount not to exceed \$16,275,000, in accordance with the terms of the Third Supplemental Fiscal Agent Agreement as finally executed. The Series 2016 Bonds shall be issued as current interest bonds as more particularly set forth in the Bond Purchase Agreement.

**Section 3. Authorization of Sale.** The Board hereby authorizes the sale of the Series 2016 Bonds to the Underwriter pursuant to the Bond Purchase Agreement. The Board hereby determines that the sale of the Series 2016 Bonds by negotiation will result in an overall lower cost to the District and to CFD No. 1. The Designated Officers (as defined below) 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 not exceed 1.0% or par; and (b) the maximum true interest cost on the Series 2016 Bonds shall not exceed the maximum interest rate permitted by law.

**Section 4. Authorization of Officers to Execute and Deliver Documents.** The Board hereby authorizes the President and the Clerk of the Board of Trustees; the Superintendent, the Assistant Superintendent of Business Services, and/or their respective designees, (the "Designated Officers"), for and in the name of and on behalf of the District, to approve, execute, and deliver the following agreements and documents:

- a. the Third Supplemental Fiscal Agent Agreement;
- b. the Bond Purchase Agreement;
- c. the Preliminary Official Statement; and
- d. the Continuing Disclosure Certificate,

in substantially the form presented to the Board at 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 the agreement or document for the Board. The execution of the foregoing by a Designated Officer or 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 the Board at this meeting. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, and other terms of the Series 2016 Bonds shall be as provided in the Third Supplemental Fiscal Agent Agreement as finally executed.

**Section 5. Execution of Series 2016 Bonds.** The Superintendent or his authorized designee is hereby authorized and directed to execute each of the Series 2016 Bonds on behalf of the District, and the Assistant Superintendent of Business Services, or her authorized designee may countersign each such bond.

**Section 6. Distribution of Official Statement.** The Board hereby authorizes the Underwriter to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Series 2016 Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Series 2016 Bonds. The Board hereby authorizes and directs the Superintendent or the President of the Board, or their designees, to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statement, in the form approved by the Superintendent or the President of the Board, or their designees, 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. Security for Special Tax.** The Board hereby authorizes the Superintendent or the Assistant Superintendent of Business Services to determine, prior to the

issuance of the Series 2016 Bonds, the amount by which the Special Tax Security must be adjusted, if at all, along with any other modifications, in order to satisfy the terms and conditions set forth in the Special Tax Security Agreement, including Section 2.7 (Special Tax Security Adjustment). The Superintendent, the Assistant Superintendent of Business Services, or their designee is further authorized to notify the Developer, or other applicable parties to the transaction, of such adjustment in the amount of the Special Tax Security and obtain the acknowledgment and consent of the Developer as a precondition to the issuance and sale of the Series 2016 Bonds.

**Section 8. Bond Counsel.** The law firm of Parker & Covert LLP, has previously been retained by the Board and shall serve as bond counsel to the District with respect to the Series 2016 Bonds, in accordance with the agreement for bond counsel services on file with the Secretary of the Board.

**Section 9. Disclosure Counsel.** The law firm of Jones Hall, A Professional Law Corporation, is hereby retained as disclosure counsel with respect to the Series 2016 Bonds, in accordance with the agreement for disclosure counsel services on file with the Secretary of the Board.

**Section 10. Fiscal Agent.** Zions Bank, a division of ZB, National Association, has heretofore been retained as the Fiscal Agent for the Series 2016 Bonds, and shall perform all services as set forth in the Fiscal Agent Agreement.

**Section 11. Financial Advisor, Special Tax Consultant, and Dissemination Agent.** Isom Advisors, a Division of Urban Futures, Incorporated has heretofore been retained as the District's financial advisor and shall perform all services as required thereby. David Taussig and Associates, Inc. has heretofore been retained as the District's special tax consultant and dissemination agent, and shall perform all services as required thereby.

**Section 12. General Authorization.** The Board hereby authorizes and directs the Designated Officers, and each of them, for and in the name of and on behalf of the District, to do any and all things 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 2016 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 agents 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 May 11, 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**

**10.2**





**Agenda Item: 10.2. Approval of School Facilities Mitigation Agreement between Rio School District and Oxnard CRFL Partners, LLC**

**Rationale:** School districts may impose certain fees on developers that construct new homes within the school district's boundaries. Ed. Code §§ 17620, *et seq.*; Gov. Code §§ 65995, *et seq.* The purpose of the fees is to offset the costs of constructing new schools necessitated by the development. *Id.* The amount of the fees and many related payment terms are determined by statutory guidelines. Fees are categorized, from lowest to highest, as Level 1, Level 2 or Level 3 fees. *See* Gov. Code §§ 65995, 65995.5, 65995.7. A school district must meet certain statutory requirements in order to collect Level 2 or Level 3 fees, which are calculated using complex formulas. *See* Gov. Code §§ 65995.5, 65995.7. Moreover, Level 3 fees are only available if State funding is not. Gov. Code § 65995.7. The various rules often result in uncertainty about the amount of fees that can be collected and the timing of collection. Therefore, school districts and developers often negotiate and execute school facilities mitigation agreements that set forth the way in which the developers will satisfy their obligation to contribute to sufficient school facilities within the pertinent geographical area.

Oxnard CRFL Partners, LLC ("Oxnard Partners") owns and intends to develop with residential homes certain real property located within the boundaries of Rio School District (the "District"). The residential development, which is commonly referred to as "Oxnard Village," includes up to 1,380 residential dwellings. According to current projections, Oxnard Village will be completed by the end of calendar year 2021.

It is the expectation of Oxnard Partners and the District that students living in Oxnard Village will attend the District's prospective K-8 school in the Riverpark community (the "K-8 School"). District staff and consultants have negotiated a school facilities agreement ("Agreement") with Oxnard Partners that sets forth how and when Oxnard Partners will financially contribute to the construction of the K-8 School. Under the terms of the Agreement, Oxnard Partners will pay the District a fee of \$5,798 per dwelling unit actually constructed in Oxnard Village. If all 1,380 future dwelling units are actually constructed, Oxnard Village will pay the District a total of \$8,001,240 in fees. This total amount is between Level 2 and Level 3 fees.

As set forth in the Agreement, Oxnard Partners will pay the District fees of approximately \$1,246,000 for the first 219 dwelling units when the City issues building permits for those units. The expected payment date for the first 219 units is July 1, 2016. In the event that the District receives State funding for the construction of the K-8 School, the District will reimburse Oxnard Partners \$500 per dwelling unit actually constructed



Alternatives:

1. Approve the Agreement and authorize the District's superintendent to take further steps to effectuate the approval, including but not limited to executing the Agreement on behalf of the District;
2. Do not approve the Agreement, but instead attempt to negotiate other terms for a school facilities mitigation agreement between the District and Oxnard Partners;  
or
3. Do not approve the Agreement, but instead rely upon statutory fees which are unpredictable

**Recommended  
Motion:**

Approve Alternative 1. The Agreement has been heavily negotiated over the course of numerous months, and obligates the developer to pay a total of \$8,001,240 in fees, which is an amount between Level 2 and Level 3 fees. This funding is necessary for construction of the K-8 School.

**Attachments:**



**RECORDING REQUESTED BY:**

Rio School District

**WHEN RECORDED, RETURN TO:**

Rio School District

2500 E. Vineyard Avenue

Oxnard, CA 93036-1309

Attn.: Superintendent

Exempt from recording fees: Gov. Code 27383

Space Above for Recorder's Use Only

**SCHOOL FACILITIES MITIGATION AGREEMENT  
BETWEEN RIO SCHOOL DISTRICT AND OXNARD CRFL PARTNERS**

This SCHOOL FACILITIES MITIGATION AGREEMENT (this "Agreement") is entered into at Oxnard, California, as of May 11, 2016 (the "Effective Date"), between the Rio School District, a political subdivision of the State of California ("District"), and Oxnard CRFL Partners, LLC, a Delaware limited liability company ("Oxnard Partners"), with respect to the design, construction and funding of school facilities which shall fully mitigate the impact of Oxnard Partners' planned project, Oxnard Village, on the District's school facilities. District and Oxnard Partners are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. District is a public school district that serves certain portions of the City of Oxnard (the "City") and the unincorporated community of El Rio. Oxnard Partners is currently the owner of the property depicted and more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"). The Property is located within the City and within the boundaries of the District. Oxnard Partners proposes to develop the Property for various land uses, commonly referred to as the Oxnard Village development ("Oxnard Village"), as entitled through the approval of that certain Tentative Tract Map 5745 ("Tentative Tract Map 5745") by the City.

B. The City's General Plan and policies, including the conditions of approval associated with Tentative Tract Map 5745, require Oxnard Partners to fully mitigate the impact on school facilities of the District resulting from the development of Oxnard Village.

C. District and Oxnard Partners acknowledge and agree that State funding for the

school facilities which will be needed to mitigate the effects of the student population to be generated as a result of the development of Oxnard Village may be inadequate to meet the needs of the District, and the availability of State funding is unpredictable so that the Parties may not be able to rely solely upon State funding to finance the necessary school facilities.

D. Certain predecessors of Oxnard Partners contemplated the development of the Property. Consequently, District and those certain predecessors of Oxnard Partners previously executed certain school facilities mitigation agreements, including that certain Financial Plaza Tower Three and Wagon Wheel Projects School Facility Agreement between Rio School District and MVS, Inc., executed April 13, 1995 (the "1995 Agreement"), that certain Memorandum of Understanding by and between Rio School District and Oxnard Village Investments, LLC, dated June 2008 (the "June 2008 MOU"), and that certain Addendum to the Memorandum of Understanding by and between Rio School District and Oxnard Village Investments, LLC, dated February 22, 2010 (the "Addendum"), and attempted, unsuccessfully, to execute certain other agreements, including that certain School Impact Mitigation Agreement between Rio School District and Oxnard Village Investments, LLC, dated June 2008 (the "2008 Mitigation Agreement") (collectively the "Prior Agreements").

E. Oxnard Partners' predecessors never consummated the development plans contemplated under the Prior Agreements. The Oxnard Village development is substantially different than the development projects contemplated by Oxnard Partners' predecessors. Therefore, the Parties intend for this Agreement to supersede the Prior Agreements in their entirety.

F. District and Oxnard Partners wish to enter into this Agreement in order to provide full mitigation of impacts on the District's need for school facilities that may result from the development of Oxnard Village, so long as such development does not exceed the development levels contemplated under Tentative Tract Map 5745.

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

## ARTICLE I

### DEFINITIONS

**Section 1.1.** "1995 Agreement" is defined in Recital D of this Agreement.

**Section 1.2.** "2008 Mitigation Agreement" is defined in Recital D of this Agreement.

- Section 1.3.** "Addendum" is defined in Recital D of this Agreement.
- Section 1.4.** "Agreement" is defined in the preamble to this Agreement.
- Section 1.5.** "Assumption" is defined in Section 5.2 of this Agreement.
- Section 1.6.** "CDE" is defined in Section 4.2 of this Agreement.
- Section 1.7.** "City" is defined in Recital A of this Agreement.
- Section 1.8.** "County Recorder" is defined in Section 9.1 of this Agreement.
- Section 1.9.** "Disclosure" is defined in Section 5.1 of this Agreement.
- Section 1.10.** "District" is defined in the preamble to this Agreement.
- Section 1.11.** "DTSC" is defined in Section 4.2 of this Agreement.
- Section 1.12.** "Effective Date" is defined in the preamble to this Agreement.
- Section 1.13.** "Fees" is defined in Section 2.2 of this Agreement.
- Section 1.14.** "Force Majeure" is defined in Section 8.2 of this Agreement.
- Section 1.15.** "June 2008 MOU" is defined in Recital D of this Agreement.
- Section 1.16.** "K-8 School" is defined in Section 2.3 of this Agreement.
- Section 1.17.** "OPSC" is defined in Section 4.2 of this Agreement.
- Section 1.18.** "Oxnard Partners" is defined in the preamble to this Agreement.
- Section 1.19.** "Oxnard Village" is defined in Recital A of this Agreement.
- Section 1.20.** "Party" and "Parties" are defined in the preamble to this Agreement.
- Section 1.21.** "Phase 1" is defined in Section 2.3 of this Agreement.
- Section 1.22.** "Phase 2" is defined in Section 2.3 of this Agreement.
- Section 1.23.** "Prior Agreements" is defined in Recital D of this Agreement.
- Section 1.24.** "Property" is defined in Recital A of this Agreement.
- Section 1.25.** "SAB" is defined in Section 4.2 of this Agreement.
- Section 1.26.** "School Facilities Act" is defined in Section 4.2 of this Agreement.

**Section 1.27.** "State" means the State of California, including the CDE, DTSC, OPSC, SAB, and all other agencies and departments of the State of California.

**Section 1.28.** "Tentative Tract Map 5745" is defined in Recital A of this Agreement.

**Section 1.29.** "Transfer" is defined in Section 5.1 of this Agreement.

**Section 1.30.** "Transferee" is defined in Section 5.1 of this Agreement.

## ARTICLE II

### MITIGATING SCHOOL IMPACTS FOR OXNARD VILLAGE STUDENTS

**Section 2.1. Authority for this Agreement.** This Agreement is entered into consistent with and under the provisions of Sections 53080, *et seq.*, Chapter 4.7 (commencing with Section 65995) and Chapter 4.9 (commencing with Section 65995) of division 1 of Title 7 of the Government Code and Part 23 (commencing with Section 39001) of the Education Code and other applicable provisions of law.

**Section 2.2. Mitigation.** The purpose of this Agreement is to establish a method of providing school facilities necessary to mitigate the impact on the District of the development of Oxnard Village, based on approximately one thousand three hundred eighty (1,380) future dwelling units and appurtenant commercial development. Mitigation of school impacts for a dwelling unit shall be deemed by the District and Oxnard Partners to occur when school mitigation impact fees ("Fees") are paid on behalf of such dwelling unit, as described under Article III of this Agreement; provided, however, that this Agreement in no way limits the District from imposing additional fees to mitigate the impacts of any development of the Property that exceeds the 1,380 future dwelling units plus appurtenant commercial development.

**Section 2.3. School Construction Project.** In order to mitigate school impacts from approximately one thousand three hundred eighty (1,380) future residential units entitled by the approval of Tentative Tract Map 5745 by the City, the District intends to construct a K-8 school ("K-8 School") in the Riverpark community, which is directly opposite Oxnard Village on the north side of the 101 Freeway. The construction of the K-8 School will likely be completed in two (2) phases, referred to herein as "Phase 1" and "Phase 2." The total capacity in Phase 1 is anticipated to serve approximately seven hundred (700) students, and the total capacity in Phase 2 is anticipated to serve up to approximately three hundred seventy (370) additional students. The K-8 School is anticipated to include approximately forty-three (43) classrooms and consist of one (1)- or two(2)-story site-built or manufactured buildings and site-built multipurpose rooms.

**Section 2.4. Implementation Schedule.** Construction drawings for the K-8 School have been initiated, with actual construction scheduled to begin in approximately 2017. It is anticipated that the K-8 School will be completed and ready for occupancy by the 2018-2019 school year. The District shall make all reasonable effort to construct the K-8 School in adherence with the schedule indicated above to permit students being generated by the development of Oxnard Village to attend the K-8 School as soon as possible after they move into the new community, beginning with the 2018-2019 school year; provided, however, that the Parties acknowledge such schedule may be dependent, all or in part, on the payment by Oxnard Partners of the Fees set forth herein.

**Section 2.5. Attendance Preference.** In consideration of the Fees paid by Oxnard Partners under this Agreement, District agrees to give students directly generated by and residing within the Oxnard Village priority over all other students within or outside of District's boundaries for purposes of attending the K-8 School, with the exception of students residing in the RiverPark community, who will be on parity with and have equal priority with students residing in Oxnard Village.

### **ARTICLE III**

#### **SCHOOL MITIGATION FEES FOR OXNARD VILLAGE PROJECT**

**Section 3.1. Mitigation Fees.** Oxnard Partners shall pay District a Fee of five thousand seven hundred ninety-eight dollars (\$5,798) per dwelling unit, so if all one thousand three hundred eighty (1,380) future dwelling units are constructed in Oxnard Village as currently entitled by the City, a total of eight million one thousand two hundred forty (\$8,001,240) in Fees shall be paid by Oxnard Partners to District.

**Section 3.2. Timing of Mitigation Fee Payment.** Oxnard Partners shall pay the Fees (i) at the time the City issues a building permit for each of the first two hundred nineteen (219) future dwelling units to be constructed in Oxnard Village, which are to be located in Lot 15 within Tentative Map 5745, and (ii) at the time the City issues a Certificate of Occupancy for each of the remaining approximately one thousand one hundred sixty-one (1,161) future dwelling units in Oxnard Village. Exhibit B depicts the estimated timing of Fees to be paid to the School District based on the anticipated schedule of building permit issuances for the first two hundred nineteen (219) units and Certificate of Occupancy issuances for the approximately one thousand one hundred sixty-one (1,161) additional dwelling units planned by Oxnard Partners.

**Section 3.3. Fee Payments for First 219 Dwelling Units.** In accordance with Section 3.2, the payment of Fees for the first two hundred nineteen (219) dwelling units shall be made each time a building permit is issued for such units to expedite the design and construction of

the K-8 School and to enable the District to open the K-8 School for attendance by students during the 2018-19 school year. Oxnard Partners estimates that the City will issue building permits for the first two hundred nineteen (219) units and that Oxnard Partners will accordingly pay District the Fees for the first two hundred nineteen (219) units by July 1, 2016.

**Section 3.4. Fee Payments to be Used for K-8 School.** District shall use all of the Fees collected from the first two hundred nineteen (219) future dwelling units specifically to finance work related to the design and construction of the K-8 School, and not for other new or existing facilities within the District. Similarly, until the K-8 School has been completed, all Fees paid by Oxnard Partners for the remaining approximately one thousand one hundred sixty-one (1,161) future dwelling units shall finance work related to the design and construction of the K-8 School.

#### **ARTICLE IV**

#### **STATE FUNDING**

**Section 4.1. Applications for State Funding.** The District shall use its best efforts to establish its eligibility to obtain State funding for the construction of the K-8 School consistent with the requirements of California Education Code Sections 17070.10, *et seq.* (the "School Facilities Act"). To establish its eligibility to obtain State funding for the construction of the K-8 School, the District shall submit or cause to be submitted to the Office of Public School Construction ("OPSC"), the State Allocation Board ("SAB"), the Division of State Architect ("DSA"), the California Department of Education ("CDE"), the California Department of Toxic Substance Control ("DTSC") and any other State or local agency as may be desirable or necessary, any and all properly completed forms, documents, reports, studies or information of any kind (that may be required now or during the term of this Agreement) for the approval of State funding for the construction of the K-8 School and the release of such funding to the District. In the event that District's State funding application is denied in whole or part, and Oxnard Partners requests District to pursue an appeal of such denial, then Oxnard Partners shall be solely responsible for all costs and expenses of such appeal.

**Section 4.2. Reimbursements to Oxnard Partners.** If the District receives State funding for the construction of the K-8 School, then, within thirty (30) days of the actual receipt of such funding by the School District, Oxnard Partners shall be entitled first to a reimbursement of up to five hundred dollars (\$500) per dwelling unit for the Fees already paid for Oxnard Village dwelling units, and second to a credit of up to five hundred dollars (\$500) per dwelling unit against Fees due for future dwelling units to be built in Oxnard Village. Credits shall be awarded only when Oxnard Village actually pays the required Fees for additional dwelling units, and shall terminate upon the earlier of (i) the issuance of the 1380<sup>th</sup> Certificate

of Occupancy for a residential dwelling unit in Oxnard Village or (ii) the issuance of the last Certificate of Occupancy for a residential dwelling unit in Oxnard Village. Oxnard Partners shall provide written notification to the School District upon the issuance of its last Certificate of Occupancy for a residential dwelling unit in Oxnard Village should it determine that it will be constructing fewer than 1380 residential dwelling units in Oxnard Village. Irrespective of the actual amount of State funding for construction of the K-8 School received by District or any other event, Oxnard Village shall not be entitled to reimbursement in excess of the five hundred dollars (\$500) per dwelling unit set forth herein. Furthermore, under no circumstances shall the total amount in reimbursements paid and credits awarded to Oxnard Partners exceed the total State funding for the K-8 School received by the District. The District provides no guarantee to Oxnard Partners regarding the feasibility, timing or amount of reimbursement, except that District agrees to utilize its best efforts to establish eligibility for such funding pursuant to Section 4.1. Any failure on the part of any applicable State agency to provide reimbursement shall not relieve Oxnard Partners of its obligation to pay the Fees.

**Section 4.3. Audit.** The Parties acknowledge that the K-8 School may be audited by OPSC, pursuant to California Code of Regulations, Title 2, Sections 1859.106, et seq. and any other applicable law, to ensure that the expenditures incurred by the District were consistent with the regulations governing new construction projects. Upon receipt of any notification that OPSC intends to conduct an audit, the District shall promptly notify Oxnard Partners, and Oxnard Partners shall cooperate with District in any such audit. In the event that any OPSC audit concludes that the K-8 School project was not eligible for any or all of the State reimbursement actually paid to Oxnard Partners, then Oxnard Partners shall repay to District or the State, as applicable, the amount of any such disallowed reimbursement within thirty (30) days of receipt of a written demand for payment by District.

**Section 4.4. Inapplicability to Reimbursements for Acquisition Costs.** Oxnard Partners expressly acknowledges that it shall not be entitled to any State funding related to District's acquisition of the K-8 School site, including the placement of the K-8 School site in construction ready condition.

## **ARTICLE V**

### **TRANSFER RIGHTS; DISCLOSURE OF COMMITMENTS**

**Section 5.1. Mandatory Disclosures.** The Parties recognize that Oxnard Partners may sell or transfer ("Transfer") portions of the Property to one or more development entities or other third parties ("Transferees"). Prior to and as a condition to Transfer, Oxnard Partners shall provide the applicable Transferee or Transferees with a written disclosure that (i) sets forth the terms, conditions and commitments contained in this Agreement, including any duly

executed amendments to this Agreement and (ii) a statement that as a condition precedent to Transfer the Transferee shall agree in writing to comply with and assume all terms and conditions of this Agreement and any duly executed amendments thereto ("Disclosure"). At the same time that Oxnard Partners delivers a Disclosure to a prospective Transferee and prior to the applicable Transfer, Oxnard Partners shall provide District a copy of the applicable Disclosure.

**Section 5.2. Mandatory Assumption of Obligations.** In accordance with Section 5.1, prior to and as a condition of Transfer, all Transferees shall agree, in writing, to comply with and assume the obligations of Oxnard Partners under this Agreement with respect to the portion of the Property acquired by said Transferee ("Assumption"). Prior to any Transfer, Oxnard Partners shall provide District a copy of the applicable Assumption.

**Section 5.3. Deliveries to District.** Oxnard Partners shall deliver copies of all Disclosures and Assumptions to District in the manner required for notices under this Agreement.

## **ARTICLE VI**

### **REPRESENTATIONS AND WARRANTIES**

**Section 6.1. In General.** There are no obligations, representations or warranties, oral or written, between the Parties relating to the subject matter hereof except those expressly set forth in this Agreement. All representations and warranties in this Agreement are made as of the Effective Date.

**Section 6.2. Representations and Warranties of Oxnard Partners.** Oxnard Partners makes the following representations, warranties, and covenants to District:

i. Oxnard Partners is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; authorized under applicable law to operate in the State of California; and in good standing under the laws of the State of California.

ii. The person executing this Agreement on behalf of Oxnard Partners has the right, power and authority to bind Oxnard Partners to this Agreement.

iii. This Agreement constitutes the legal, valid and binding obligations of Oxnard Partners enforceable against Oxnard Partners in accordance with its terms. To Oxnard Partners' knowledge, neither this Agreement nor the



consummation of any of the transactions contemplated hereunder violates or shall violate any provision of any agreement or document to which Oxnard Partners, including its affiliates, partners, subsidiaries, and any entity or entities that may claim by or through Oxnard Partners, is a party or by which Oxnard Partners, including its affiliates, partners, subsidiaries, and any entity or entities that may claim by or through Oxnard Partners, is bound. To Oxnard Partner's knowledge, there is no action, lawsuit or proceeding of any court or governmental agency or body pending or threatened against Oxnard Partners that in any way contests or affects the validity of this Agreement, or contests the power of Oxnard Partner's to execute this Agreement or perform its obligations hereunder.

iv. This Agreement has been duly ratified and approved by all necessary actions of Oxnard Partners, including any entity represented by Oxnard Partners and any entity that has the right to make claims by or through Oxnard Partners.

v. Oxnard Partners is not bankrupt or insolvent under any applicable federal or state standard, nor has Oxnard Partners filed for protection or relief under any applicable bankruptcy or creditor protection statute, nor has Oxnard Partners been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Oxnard Partners is not entering into the transaction described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other.

**Section 6.2. Representations and Warranties of District.** District makes the following representations, warranties and covenants to Oxnard Partners:

i. District is a political subdivision of the State of California, duly organized, validly existing and in good standing under the laws of the State of California.

ii. The person executing this Agreement on behalf of District has the right, power and authority to bind District to this Agreement.

iii. This Agreement constitutes the legal, valid and binding obligations of District enforceable against District in accordance with its terms. To District's knowledge, neither this Agreement nor the consummation of any of the transactions contemplated hereunder violates or shall violate any provision of

any agreement or document to which District is a party or by which District is bound. To District's knowledge, there is no action, lawsuit or proceeding of any court or governmental agency or body pending or threatened against the District that in any way contests or affects the validity of this Agreement, or contests the power of the District to execute this Agreement or perform its obligations hereunder.

iv. This Agreement has been duly ratified and approved by the Board of Trustees of the District.

vi. District is not bankrupt or insolvent under any applicable federal or state standard, nor has District filed for protection or relief under any applicable bankruptcy or creditor protection statute, nor has District been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. District is not entering into the transaction described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other.

## **ARTICLE VII**

### **INDEMNITY; WAIVER OF RIGHT TO PROTEST**

**Section 7.1. Limited indemnity.** Oxnard Partners agrees to indemnify, defend and hold harmless District from claims by Oxnard Partners' affiliates, partners, subsidiaries and entities that may claim by or through Oxnard Partners with respect to Oxnard Partners' authority to execute this Agreement and the satisfaction of Oxnard Partners' obligations hereunder.

**Section 7.2. Waiver of Right to Protest.** Execution of this Agreement is made by Oxnard Partners without protest. Oxnard Partners knowingly and willingly waives its right of protest to the imposition of Fees as may be afforded by Government Code Sections 66020, *et seq.*, and any other substantive or procedural provision of law.

## **ARTICLE VIII**

### **DISPUTES; FORCE MAJEURE**

**Section 8.1. Resolution of Disputes.**

i. Informal Discussions. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to this Agreement amicably. To that end, the Parties shall first attempt to

resolve the dispute through informal discussions. Such discussions shall commence by written notice, which can be provided by either Party. The Parties shall reasonably accommodate one another with respect to scheduling the informal discussions. If the dispute is not resolved through such informal discussions within thirty (30) days of the written notice for informal discussions, then, upon the written request of either Party, the matter shall be referred to mediation as set forth below.

ii. Mediation. In the event that the Parties are unable to resolve a dispute through informal discussions pursuant to Section 8.1(a), the Parties agree to attempt to settle the dispute by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under this Agreement if that Party refused or failed to participate in mediation in good faith pursuant to this Section 8.1. The Parties further agree to act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. The Parties shall share equally in the cost of mediation. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this Section 7.9 shall require mediation prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitation shall be tolled while the mediation procedures specified in this Agreement are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**Section 8.2. No Liability for Force Majeure.** No Party shall be held responsible or liable for an inability to fulfill any obligation under this Agreement by reason of an act of God, natural disaster, accident, breakage or failure of equipment, strikes, lockouts or other labor

disturbances or disputes of any character, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, acts of terrorism, civil disturbance, riot, litigation or other legal action by a third party arising out of or relating to this Agreement, the K-8 school site or the K-8 School, or by any other occurrence that is beyond the control of that party or its authorized agents, contractors or assigns ("Force Majeure"). Any Party relying on Force Majeure shall give the other Party reasonable notice thereof and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including, without limitation, subcontracting for obligations of the Party claiming such Force Majeure to a third party and reasonably extending the time periods for performance.

## **ARTICLE IX**

### **RECORDING OF DOCUMENTS AND GENERAL PROVISIONS OF AGREEMENT**

**Section 9.1. Recordation.** The Parties acknowledge and agree that this Agreement shall be recorded by the District with the Office of the County Recorder for Ventura County ("County Recorder"). For recording purposes only, a copy of the map for Tentative Tract 5745 is attached hereto as Exhibit A and incorporated herein by reference. To the extent feasible, this Agreement, or a description of the terms and conditions of this Agreement, shall be incorporated into any approval documentation issued by the City, including, by way of example, any future specific plan or master tentative map. Any amendments to this Agreement shall be recorded by the District with the County Recorder. Oxnard Partners shall cause any Transfers and accompanying Assumptions to be recorded with the County Recorder.

**Section 9.2. Relationship Between the Parties.** The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's length contract. Each Party is an independent contractor and shall be solely responsible for the employment, acts, omissions, control and directing of its employees. Except as expressly set forth herein, nothing contained in this Agreement shall authorize or empower either Party to assume or create any obligations or responsibility whatsoever, express or implied, on behalf of or in the name of the other Party or to bind the other Party or make any representation, warranty or commitment on behalf of the other Party.

**Section 9.3. Limits of Agreement.** Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (i) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the Parties and their successors and assigns; (ii) relieve or discharge the obligation or liability of any person not an

express party to this Agreement; or (iii) give any person not a Party to this Agreement any right of subrogation or action against any other Party to this Agreement.

**Section 9.4. Incorporation of Recitals and Exhibits.** All recitals set forth herein and all Exhibits referred to herein and/or attached hereto are incorporated herein by reference.

**Section 9.5. Entire Understanding Between Parties.** This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and supersedes and replaces all prior understandings between the Parties, whether written or oral, including but not limited to the Prior Agreements.

**Section 9.6. Amendments.** No amendment of, supplement to or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party against which enforcement or admission is sought.

**Section 9.7. Successors and Assigns.** All of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

**Section 9.8. Best Efforts; Further Assurances.** The Parties agree to use their best efforts to carry out the provisions of this Agreement. The Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of this Agreement.

**Section 9.9. Notices.** Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return receipt requested, postage prepaid and addressed as follows:

**If to Oxnard Partners:**

Mr. Carl Renezeder  
Oxnard CRFL Partners, LLC  
64 Maxwell, Irvine, CA 92618

**If to the District:**

Dr. John Puglisi, Superintendent  
Rio School District  
2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036

Either Party may, by written notice to the other, designate a different address which shall be

substituted for the one specified above. All notices provided under this Agreement shall be deemed to have been delivered upon receipt or upon the second attempt at delivery, as evidenced by the regular records of the person or entity attempting delivery.

**Section 9.10. Enforceability.** If any provision of this Agreement is held invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or the enforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

**Section 9.11. Construction of Agreement.** Each Party and attorneys for each Party have participated in the drafting and preparation of this Agreement. Therefore, the provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties equally prepared this Agreement.

**Section 9.12. Headings.** The Article and Section headings are used for the purpose of convenience only and shall not be deemed to limit the subject of the Articles or Sections of this Agreement or to be considered in their construction. Unless otherwise specifically referring to another instrument or document, references to "Articles" and "Sections" refer to the Articles and Sections of this Agreement.

**Section 9.13. Time of the Essence.** Time is of the essence of each and every provision of this Agreement. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday, or federal, state, or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday, or federal, state or legal holiday.

**Section 9.14. No Waiver.** The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided for in this Agreement shall not be a waiver of any remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

**Section 9.15. Counterparts.** This Agreement may be executed in counterparts, each of

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

**Section 9.16. Attorneys' Fees.** If any action or proceeding is instituted to enforce or interpret any provision of this Agreement, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party.

**Section 9.17. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The County of Ventura shall be the exclusive venue for any action or proceeding related to the enforcement or interpretation of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the Effective Date.

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

By \_\_\_\_\_  
**Dr. John D. Puglisi, Superintendent**

**OXNARD CRFL PARTNERS, LLC, a  
Delaware limited liability company**

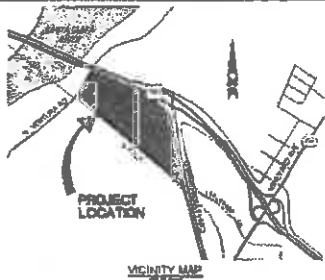
By  \_\_\_\_\_  
**Mr. Carl Renezeder, Partner**

**Exhibit A**

**City of Oxnard Tentative Tract Map 5745**

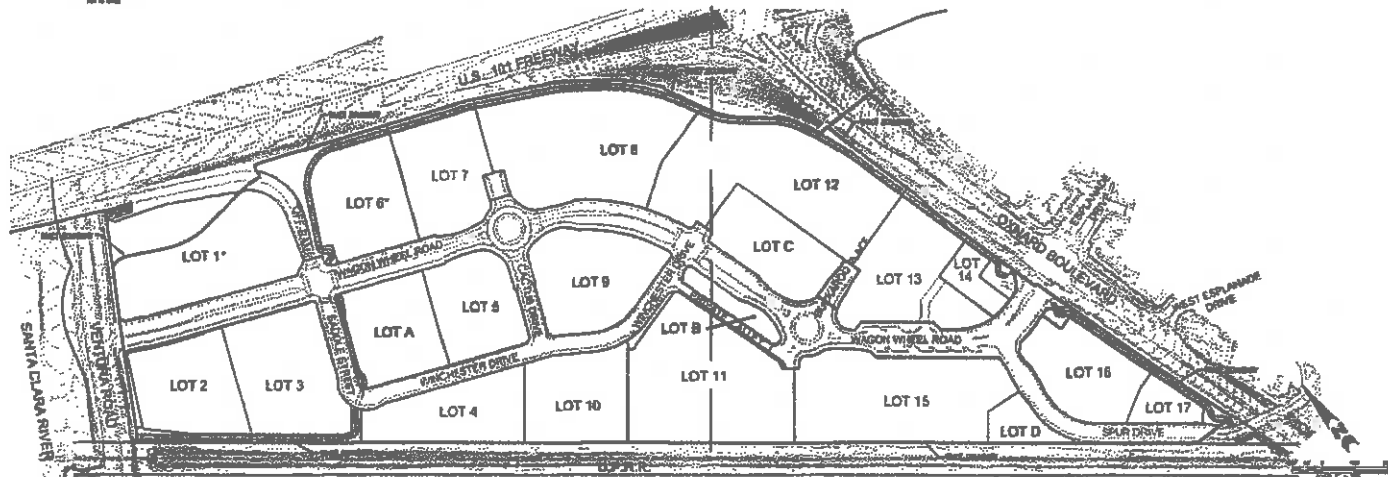


**TENTATIVE TRACT NO. 5745**  
**OXNARD VILLAGE**  
 IN THE CITY OF OXNARD, COUNTY OF VENTURA,  
 STATE OF CALIFORNIA  
 17 NUMBERED LOTS AND 19 LETTERED LOTS



**KEY**

1	Proposed Lot
2	Proposed Road
3	Proposed Right-of-Way
4	Proposed Easement
5	Proposed Utility
6	Proposed Structure
7	Proposed Fencing
8	Proposed Signage
9	Proposed Landscaping
10	Proposed Irrigation
11	Proposed Storm Drainage
12	Proposed Sewer
13	Proposed Water
14	Proposed Gas
15	Proposed Electric
16	Proposed Telephone
17	Proposed Cable
18	Proposed Other
19	Proposed Other



1. The proposed lots are shown in accordance with the proposed subdivision map.
2. The proposed roads are shown in accordance with the proposed subdivision map.
3. The proposed easements are shown in accordance with the proposed subdivision map.
4. The proposed structures are shown in accordance with the proposed subdivision map.
5. The proposed fencing is shown in accordance with the proposed subdivision map.
6. The proposed signage is shown in accordance with the proposed subdivision map.
7. The proposed landscaping is shown in accordance with the proposed subdivision map.
8. The proposed irrigation is shown in accordance with the proposed subdivision map.
9. The proposed storm drainage is shown in accordance with the proposed subdivision map.
10. The proposed sewer is shown in accordance with the proposed subdivision map.
11. The proposed water is shown in accordance with the proposed subdivision map.
12. The proposed gas is shown in accordance with the proposed subdivision map.
13. The proposed electric is shown in accordance with the proposed subdivision map.
14. The proposed telephone is shown in accordance with the proposed subdivision map.
15. The proposed cable is shown in accordance with the proposed subdivision map.
16. The proposed other is shown in accordance with the proposed subdivision map.
17. The proposed other is shown in accordance with the proposed subdivision map.

**LEGAL DESCRIPTION**

TRACT NO. 5745, OXNARD VILLAGE, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, BEING 17 NUMBERED LOTS AND 19 LETTERED LOTS, TOGETHER WITH THE INTERESTS THEREIN, AS SHOWN ON THE ATTACHED MAP.

**BACKGROUNDED SUMMARY**

ACRES: 22.00

NET ACRES: 22.00

NET ACRES OF THIS TRACT: 22.00

**APPROXIMATE PARCEL NUMBER**

Lot 1	1.00
Lot 2	1.00
Lot 3	1.00
Lot 4	1.00
Lot 5	1.00
Lot 6	1.00
Lot 7	1.00
Lot 8	1.00
Lot 9	1.00
Lot 10	1.00
Lot 11	1.00
Lot 12	1.00
Lot 13	1.00
Lot 14	1.00
Lot 15	1.00
Lot 16	1.00
Lot 17	1.00
Lot A	1.00
Lot B	1.00
Lot C	1.00
Lot D	1.00
Lot E	1.00
Lot F	1.00
Lot G	1.00
Lot H	1.00
Lot I	1.00
Lot J	1.00
Lot K	1.00
Lot L	1.00
Lot M	1.00
Lot N	1.00
Lot O	1.00
Lot P	1.00
Lot Q	1.00
Lot R	1.00
Lot S	1.00

**LAND USE SUMMARY**

Category	Area (Acres)
Residential	22.00
Commercial	0.00
Industrial	0.00
Public	0.00
Other	0.00
<b>Total</b>	<b>22.00</b>

**LOT AREA SUMMARY**

Lot	Area (Acres)
Lot 1	1.00
Lot 2	1.00
Lot 3	1.00
Lot 4	1.00
Lot 5	1.00
Lot 6	1.00
Lot 7	1.00
Lot 8	1.00
Lot 9	1.00
Lot 10	1.00
Lot 11	1.00
Lot 12	1.00
Lot 13	1.00
Lot 14	1.00
Lot 15	1.00
Lot 16	1.00
Lot 17	1.00
Lot A	1.00
Lot B	1.00
Lot C	1.00
Lot D	1.00
Lot E	1.00
Lot F	1.00
Lot G	1.00
Lot H	1.00
Lot I	1.00
Lot J	1.00
Lot K	1.00
Lot L	1.00
Lot M	1.00
Lot N	1.00
Lot O	1.00
Lot P	1.00
Lot Q	1.00
Lot R	1.00
Lot S	1.00

**STATEMENT OF COMMENTS**

The proposed subdivision map is in accordance with the requirements of the California Subdivided Land Act and the rules and regulations of the State Board of Equalization.

The proposed subdivision map is in accordance with the requirements of the California Subdivided Land Act and the rules and regulations of the State Board of Equalization.

**STATEMENT OF COMMENTS**

The proposed subdivision map is in accordance with the requirements of the California Subdivided Land Act and the rules and regulations of the State Board of Equalization.

The proposed subdivision map is in accordance with the requirements of the California Subdivided Land Act and the rules and regulations of the State Board of Equalization.

**PLANNING DEPARTMENT**

**CITY OF OXNARD**

**APPROVED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

**TRACT NO.:** 5745

**LOT AREA SUMMARY:** 22.00 ACRES

**BACKGROUNDED SUMMARY:** 22.00 ACRES

**LEGAL DESCRIPTION:** TRACT NO. 5745, OXNARD VILLAGE, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, BEING 17 NUMBERED LOTS AND 19 LETTERED LOTS, TOGETHER WITH THE INTERESTS THEREIN, AS SHOWN ON THE ATTACHED MAP.

**Exhibit B**

**Oxnard Village Forecast - Dwelling Units and School District Fee Revenues**

**OXNARD VILLAGE FORECAST - DWELLING UNITS AND SCHOOL FEE REVENUES**

YEARS/ QUARTERS	UNITS	PRICE PER UNIT	REVENUES TO SCHOOL DISTRICT <sup>1</sup>
Q3 - 2016	219	\$5,798	\$1,269,762
Q4 - 2016	-		-
<b>TOTAL - 2016</b>	<b>219</b>	<b>NA</b>	<b>\$1,269,762</b>
Q1 - 2017	0	\$5,798	\$0
Q2 - 2017	0		\$0
Q3 - 2017	45		\$260,910
Q4 - 2017	45		\$260,910
<b>TOTAL - 2017</b>	<b>90</b>		<b>NA</b>
Q1 - 2018	45	\$5,798	\$260,910
Q2 - 2018	42		\$243,516
Q3 - 2018	42		\$243,516
Q4 - 2018	54		\$313,092
<b>TOTAL - 2018</b>	<b>183</b>	<b>NA</b>	<b>\$1,061,034</b>
Q1 - 2019	28	\$5,798	\$162,344
Q2 - 2019	80		\$463,840
Q3 - 2019	80		\$463,840
Q4 - 2019	80		\$463,840
<b>TOTAL - 2019</b>	<b>268</b>	<b>NA</b>	<b>\$1,553,864</b>
Q1 - 2020	79	\$5,798	\$458,042
Q2 - 2020	67		\$388,466
Q3 - 2020	70		\$405,860
Q4 - 2020	80		\$463,840
<b>TOTAL - 2020</b>	<b>296</b>	<b>NA</b>	<b>\$1,716,208</b>
Q1 - 2021	79	\$5,798	\$458,042
Q2 - 2021	62		\$359,476
Q3 - 2021	65		\$376,870
Q4 - 2021	65		\$376,870
<b>TOTAL - 2021</b>	<b>271</b>	<b>NA</b>	<b>\$1,571,258</b>
Q1 - 2022	53	\$5,798	\$307,294
<b>TOTAL - 2022</b>	<b>53</b>	<b>NA</b>	<b>\$307,294</b>
<b>GRAND TOTAL</b>	<b>1,380</b>	<b>NA</b>	<b>\$8,001,240</b>

<sup>1</sup> All fees will be paid at close of escrow with the exception of the first 219 homes, for which fees shall be paid at building permit issuance as is anticipated to occur in July 2016.



**10.3**





**Agenda Item:** 10.3. Approval of the Initial Study/Mitigated Negative Declaration Proposed Riverpark West K8 STEAM School

**Speaker:** Superintendent Puglisi

**Rationale:** The California Department of Education requires an additional evacuation plan for schools that are located next to waterways and levees. In addition, the site has been designed with the appropriate grading, levee setbacks and liquefaction requirements due to the site's proximity to the levee.

The following is the required District plan for the new K-8 school site adjacent to the Santa Clara River Levee. The Specific Plan was approved by the City of Oxnard several years ago along with the River Park Specific Plan.

The plan is consistent with the Santa Clara River Levee (SCR-1) NLD FCV SSTEM ID No. 3805000085 Ventura County, Watershed Protection District, Flood Warning and Emergency Evacuation Plan.

**Financial Impact:** Financial Impact: None

Funding Source: None

**Recommended Motion:** Staff recommends approval.

**Attachments:**

Evacplan

Evacplan







**Board of Trustees**

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

**John D. Puglisi, Ph.D., Superintendent**

**Evacuation Plan Rio School District  
K-8 School Adjacent to Santa Clara River Levee**

All school districts post exit plans in classrooms and CORE facilities in the event of emergencies on or near school campuses.

However, the California Department of Education (CDE) requires an additional evacuation plan (Plan) for schools that are located next to waterways and levees. In addition, the site has been designed with the appropriate grading, levee setback and liquefaction requirements due to the site's proximity to the levee.

The following is the required District plan for the new K-8 school site (site) adjacent to the Santa Clara River Levee. The Specific Plan was approved by the City of Oxnard several years ago along with the River Park Specific Plan.

The plan is consistent with the Santa Clara River Levee (SCR-1) NLD FCV SSTEM ID No. 3805010085 Ventura County, Watershed Protection District, Flood Warning and Emergency Evacuation Plan (March 2015) (Attached here to and made part thereof - Exhibit A).

In addition to the protocols set forth in Exhibit A, the District has prepared the following procedures for the plan if ever needed.

- A. The District has identified the following district schools to receive the students:  
(Exhibit B)
  1. Rio del Valle Middle School
  2. Rio Lindo Elementary School
- B. The District transportation center shall provide approximately thirteen (13) District busses including ADA equipped vehicles to the school to transport students to the aforementioned school sites. (Exhibit C).
- C. The route that the District busses shall take to transport the students is also attached (Exhibit D) along with the student loading area for the District busses.
- D. The site administrator shall notify the local sheriff and fire department in the event the plan has been activated. Copies of the plan shall also be distributed accordingly.
- E. Parents of the students in the school shall be notified by email, telephone, and media announcements released by the administration.
- F. Other procedures deemed in the best interest of the students and staff.





Ventura County  
Watershed Protection District

---

**Santa Clara River Levee (SCR-1)  
NLD FC System ID No. 3805010085**

**Ventura County, California**

**Flood Warning and Emergency  
Evacuation Plan**

**March 2015**



**Tetra Tech  
17885 Von Karman Avenue, Suite 500  
Irvine, California 92614**

**Santa Clara River Levee (SCR-1)  
NLD FC System ID No. 3805010085**

**Ventura County, California**

**Flood Warning and Emergency  
Evacuation Plan**

**March 2015**

Prepared for:  
**Ventura County  
Watershed Protection District**

Prepared by:  
**Tetra Tech**  
17885 Von Karman Avenue, Suite 500  
Irvine, California 92614  
(949) 809-5000

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## ACRONYMS AND ABBREVIATIONS

<b>44 CFR</b>	<b>Title 44 of the Code of Federal Regulations</b>
<b>AHPS</b>	<b>Advanced Hydrologic Prediction System</b>
<b>CERT</b>	<b>Community Emergency Response Teams</b>
<b>CSUCI</b>	<b>California State University - Channel Islands</b>
<b>DOC</b>	<b>Department Operations Center</b>
<b>EAS</b>	<b>Emergency Alert System</b>
<b>EF</b>	<b>Emergency Function</b>
<b>EMS</b>	<b>Emergency Medical Services</b>
<b>EOC</b>	<b>Emergency Operation Center</b>
<b>ESF</b>	<b>Emergency Support Function</b>
<b>FEMA</b>	<b>Federal Emergency Management Agency</b>
<b>FWEEP</b>	<b>Flood Warning and Emergency Evacuation Plan</b>
<b>HSPF</b>	<b>Hydrologic Simulation Program – Fortran</b>
<b>IC</b>	<b>Incident Commander</b>
<b>ICP</b>	<b>Incident Command Post</b>
<b>ICS</b>	<b>Incident Command System</b>
<b>JIC</b>	<b>Joint Information Center</b>
<b>NIMS</b>	<b>National Incident Management System</b>
<b>NOAA</b>	<b>National Oceanic and Atmospheric Administration</b>
<b>NWS</b>	<b>National Weather Service</b>
<b>PIO</b>	<b>Public Information Officer</b>
<b>SCR-1</b>	<b>Santa Clara River – 1 Levee System</b>
<b>SCR</b>	<b>Santa Clara River</b>
<b>SEMS</b>	<b>California Standardized Emergency Management System</b>
<b>SOC</b>	<b>Storm Operation Center</b>
<b>SWIF</b>	<b>System-Wide Improvement Framework</b>
<b>USACE</b>	<b>U.S. Army Corps of Engineers</b>
<b>US&amp;R</b>	<b>Urban Search and Rescue</b>
<b>VCAHPS</b>	<b>Ventura County Advanced Hydrologic Prediction System</b>
<b>VCOES</b>	<b>Ventura County Office of Emergency Services</b>
<b>VCPWA</b>	<b>Ventura County Public Works Agency</b>
<b>VCWPD</b>	<b>Ventura County Watershed Protection District</b>

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**ATTACHMENT A – Evacuation Routes**





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## INTRODUCTION

### Purpose

The purpose of the Santa Clara River 1 (SCR-1) Levee System Flood Warning and Emergency Evacuation Plan (FWEEP) is to identify and highlight response activities and strategies that will be utilized in response to a failure along the SCR-1 Levee System. Specific failure scenarios representing the highest identified risk have been identified and outlined in Appendix A.

### Scope

This plan summarizes the broad monitoring, warning and response activities related to a failure of the SCR-1 levee system as it exists along a nearly five mile stretch from U.S. Highway 101 North to Saticoy. In addition, this plan specifically takes into consideration the six tactical scenarios identified in Appendix A.

### Situation

The SCR-1 levee system is comprised of 4.72 miles of levee including multiple groins, drains, and gates with potential impacts to the City of Oxnard as well as unincorporated areas of Ventura County. The levee system was designed and constructed by the U.S. Army Corps of Engineers (USACE) in 1961 and is currently owned and maintained by the Ventura County Watershed Protection District (VCWPD).

The SCR-1 levee system was originally designed to control the USACE's calculated Standard Project Flood discharge of 225,000 cubic feet per second emanating from the Santa Clara River watershed. The existing levee height varies from approximately 4 feet to 13 feet. The compacted fill embankment slopes at (2H to 1V) on both the landward and riverward sides of the levee and has a top width of 18 feet. The riverward side of the embankment has a 1.5-foot to 2-foot thick rock revetment, and was grouted with concrete in the vicinity of the highway bridges. The rock revetment extends from the top of the embankment to varying depths.

Pursuant to the Federal Emergency Management Agency (FEMA) Levee Certification program, the SCR-1 levee system does not currently meet requirements under Title 44 of the Code of Federal Regulations (44 CFR) Section 65.10 which outlines the minimum design, operation, and maintenance standards levee systems must meet in order to be recognized as providing protection from the base flood on a Flood Insurance Rate Map. As part of work associated with FEMA Levee Certification, a field investigation was performed that identified deficiencies in the SCR-1 levee system which require rehabilitation.

In addition, the most recent USACE periodic inspection report, *Santa Clara River 1 Levee System, Periodic Inspection Report No. 1*, dated August 2011, rated the SCR-1 levee segment/system as "unacceptable", resulting in the levee systems being put on "inactive" status in the USACE PL 84-99 Program. As such, the SCR-1 levee system is currently ineligible for federal funding for repairs if damaged during a flood event. The VCWPD is currently seeking conditional reinstatement of PL 84-99 eligibility by developing and executing a System-Wide Improvement Framework (SWIF) Plan to correct complex deficiencies.

## RESPONSE CONTINUUM

The following chart identifies key activities during an evolving incident.

Flood Monitoring & Response Continuum			
	Monitoring	Elevated Threat	Response
Command & Control	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>VCWPD will continuously monitor stream data and weather forecasts.</li> <li>Computer simulations will be used to model potential risk.</li> <li>Increased risk will be communicated to other County agencies and the City of Oxnard.</li> <li>A standing stakeholder information and coordination call will be considered.</li> </ul>	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>VCWPD will closely coordinate with other County agencies and the City of Oxnard.</li> <li>Depending upon the level of risk, the County and City will consider opening their respective EOCs to coordinate monitoring efforts and support potential response activities.</li> <li>Stakeholder agencies that provide EOC staffing will be alerted to a potential activation.</li> </ul>	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>The Incident Command System (ICS) will be utilized to direct field activities.</li> <li>An Incident Commander (IC) will be appointed and an Incident Command Post (ICP) will be established.</li> <li>The City of Oxnard will request additional support from the County as needed.</li> <li>A Unified Command (UC) may be established if there are impacts to both the County and the City of Oxnard.</li> <li>The County EOC will support field activities and flood fighting as needed and coordinate mutual aid and resource requests to the State as required.</li> </ul>
Warning	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>VCWPD will determine the need for patrols and active levee monitoring.</li> <li>NWS to provide public information on weather forecasts including watches and warnings.</li> </ul>	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>Pre-scripted public warning statements will be reviewed.</li> <li>Public Information Officers (PIO) will interface with the media to disseminate public information.</li> <li>Public messaging and the release of information will be coordinated between the County and the City of Oxnard.</li> <li>The establishment of a Joint Information Center (JIC) may be considered.</li> </ul>	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>Public information will be disseminated using all available methods, including VC Alert.</li> <li>The County will provide the CALOES Regional Office with regular status updates.</li> </ul>
Evacuation	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>VCOES and City of Oxnard will identify functional needs facilities such as schools, hospitals, and nursing homes in high risk areas.</li> </ul>	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>High-risk functional needs facilities will potentially be closed and/or evacuated.</li> <li>The County and the City of Oxnard will identify available staffing and flood response equipment.</li> <li>The American Red Cross will be notified that shelters may be required in the event of an evacuation.</li> </ul>	<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>The Incident Commander will direct field activities related to the evacuation.</li> <li>The City of Oxnard and the County EOCs will support field activities as requested.</li> <li>Red Cross shelters will be opened as needed.</li> </ul>

## MONITORING ACTIVITIES

The VCWPD maintains a robust network of countywide monitoring activities collectively known as the County Flood Threat Recognition System. The system utilizes electronic rain gauges, visual inspections and staffed Storm Operations Centers (SOC) running advanced simulation software to support predictive modeling. While descriptive of countywide capabilities, the monitoring activities outlined below are inclusive of the SCR-1 levee system.

### Flood Threat Recognition System Overview

The flood threat recognition system consists of the following components:

- Self-reporting rain and stream gages placed in strategic locations to provide real-time data for monitoring storms and flooding conditions.
- Primary and backup VCWPD SOC able to analyze information from the self-reporting gages and other sources in order to run hydrologic models and prepare Internet content.
- Advanced hydrologic modeling software that provides forecasts of the magnitude and timing of peak flows.
- VCWPD Subject Matter Experts staffing the SOC to analyze data, conduct modeling, and coordinate with the local National Weather Service (NWS) office located in Oxnard, California.
- Integration between the SOC and the Ventura County Sheriff's Office of Emergency Services (VCOES) in order to coordinate public warning activities, potential evacuation and flood fighting efforts or the activation of the Ventura County Emergency Operations Center (EOC).

### Self-Reporting Rain and Stream Gauges

VCWPD operates 75 self-reporting rain gages and 29 self-reporting stream gages. VCWPD also receives telemetered data for 57 additional rain gages and 23 stream gages operated by other agencies including the United States Geological Survey, Los Angeles Department of Public Works and the California Department of Water Resources. These gages provide dozens of data points within the Santa Clara River (SCR) Watershed and are used in hydrologic models for determining and predicting runoff and can be accessed on the VCWPD website<sup>1</sup>.

While federal laws preventing access to wilderness regions located in Sespe and Piru Creek tributaries limit the number of rain gauges that can be used in these areas, an increased number of stream gauges have been installed to offset any loss in modeling fidelity. The remaining sections of the Santa Clara River (upper and lower sections) have an area per rain gage ratio less than 10 square miles per gauge.

### Storm Operations Centers

The primary SOC is located at the Hall of Administration at the Ventura County Complex in Ventura, California outside the 500-year flood plain. The alternate SOC is located at the Saticoy Operations Yard in Ventura, California. Both centers have computers to receive telemetered data from the self-reporting

<sup>1</sup> [www.vcwatershed.net/fws/](http://www.vcwatershed.net/fws/)



rain and stream gages. They also contain computers that run the hydrologic models along with communication infrastructure. The primary SOC has multiple computers with redundant capabilities and standby generator power. The alternate SOC provides a redundant communications path for the self-reporting gages in case the primary radio or antenna fails. The alternate SOC can be staffed in the event the primary SOC is compromised, however, it may also be susceptible to some flood scenarios.

### **Ventura County Advanced Hydrologic Prediction System (VCAHPS)**

The VCAHPS is a similar system to the Advanced Hydrologic Prediction Service (AHPS) operated by the NWS. The VCAHPS differs in that it provides forecast points for all stream gage locations, not just those offered by the NWS. The system also allows the user to display observed gage data and forecasts from three integrated models if available. A particularly beneficial output of the system is the detailed identification of potential hazards and areas forecasted to have impacts from flooding.

The VCAHPS system is available to emergency personnel as well as the general public through a website maintained by the VCWPD<sup>2</sup>. The observed data are updated every five minutes and the forecasts are updated every three hours. The models have the capability of being run every hour if evolving conditions warrant it. VCAHPS incorporates results from three different models as described below:

The NWS California/Nevada Forecast Center in Sacramento, California, provides forecasts for five locations in Ventura County. These locations are: the Ventura River near Ventura; Sespe Creek near Fillmore; the Santa Clara River near Piru (Upper Santa Clara tributary); the Santa Clara River at Victoria (Lower Santa Clara); and Calleguas Creek at the California State University Channel Islands (CSUCI) Bridge. This model forecast provides estimation of flows for the main stem points only.

The Hydrologic Simulation Program -- Fortran (HSPF) combines three separate models for each of the major watersheds. These models were originally developed for long range watershed planning but were adapted to provide forecasted flows. The models run for an entire water year and provide an estimation of soil saturation conditions. The model provides prediction forecasts at almost every stream gage contained within each watershed, including the SCR Watershed. Peaks are also available for several critical unmonitored watersheds.

USACE HEC-1 model is an event based model and provides forecasts for all watersheds in Ventura County rather than just the three major water courses. The model allows the option of changing soil saturation criteria prior to analysis to more closely represent current conditions.

### **Storm Operations Center Staff**

SOC staff from the VCWPD provides subject matter expertise, data collection, and modeling support as well as directly interfacing with NWS and VCOES staff. The SOC staff is also responsible for maintaining both the primary and alternate SOCs and for ensuring all self-reporting gauges are operating properly. Staff conduct a yearly exercise with the Ventura County Public Works Agency (VCPWA) and VCOES. The

<sup>2</sup> [www.vcwatershed.net/fws/VCAHPS/](http://www.vcwatershed.net/fws/VCAHPS/)

exercise ensures policy and procedures are up to date. In addition to this yearly exercise, equipment testing and training are conducted during the first and second small storms of each rainy season.

### Warning Times

Working directly with the NWS and VCOES, the SOC staff prioritizes early warning for any potential flooding impacts. Acting upon this early information allows VCOES to coordinate potential emergency response activities such as flood fighting and evacuation before the onset of flood conditions. Hydrologic models integrating the self-reporting rain and stream gauges provide the best estimate of potential flood risks for Ventura County. Due to rugged terrain, the streams and rivers of Ventura County respond very quickly to precipitation. The local tributaries respond within 1 to 2 hours of peak rainfall. The Ventura River and Calleguas Creek respond within 3 to 4 hours of peak rainfall, and Sespe Creek responds within 4 to 6 hours. The Santa Clara River can respond within 6 to 12 hours depending on which part of the watershed is hit by a storm. Data from rain and stream gauges and the use of simulation modeling can usually provide between 1 to 4 hours of warning.

## COMMAND AND CONTROL

A failure of any portion of the SCR-1 levee system will result in a complex event requiring advanced command and control activities. Coordination between county entities and the City of Oxnard, if impacted, will be crucial to an effective response. The following command and control processes are consistent with the Incident Command System (ICS), the California Standardized Emergency Management System (SEMS), and the National Incident Management System (NIMS).

### Ventura County Sheriff's Office of Emergency Services

The VCOES conducts pre-event activities and supports ongoing response activities on behalf of the County Sheriff and in close coordination with other county entities. During large storm events, the VCOES monitors potential flooding closely and is in frequent communication with the VCWPD. Depending upon the severity of the event or threat, the VCOES may elect to open the (Ventura) County EOC to support monitoring or response activities.

### County Emergency Operations Center (EOC)

The County EOC provides a hub of coordination for county agencies and other stakeholders. With advanced communications and other capabilities such as activating the Emergency Alert System (EAS), the County EOC provides a central location for the direction of county activities and is often the coordination point for public messaging and information. The County EOC is also the focal point for requesting and responding to requests from the State's Regional EOC, either directly or on behalf of the State EOC. This conduit makes a large assortment of resources available from state and federal entities.

### On-Scene Command

In many cases, field response activities will require on-scene coordination and the presence of a field command element. In accordance with ICS, an Incident Command Post (ICP) will be established and an on-scene Incident Commander (IC) will take command of field operations. In the case of flood events the IC will most likely be a Sheriff's department representative supported by resources from the Ventura County Fire Department (VCFD), the VCPWA, and the VCOES. The County EOC may support the Incident and provide policy level decisions, but tactical planning and decisions will be overseen by the IC.

### Unified Command

In instances where a failure of the SCR-1 levee system impacts the City of Oxnard, a Unified Command may be established. The Unified Command will include the County IC and a representative from the City of Oxnard. Support will continue to be provided by the County EOC but may also be augmented by the City of Oxnard's EOC. It is imperative that on-scene command be integrated quickly to ensure timely response activities and efficient usage of all available resources.

### Staging

Equipment, vehicle and personnel staging will be established by the IC or Unified Command and may be collocated with the ICP or at another location more suitable for these activities. Staging should be established outside of the impact area but with close access to major streets and avenues of approach.

### Responder Communications

The IC shall establish communications networks, as necessary, to include command, tactical, and support frequencies. The command channel should link together key staff of the ICS such as the IC, section chiefs, division and group supervisors and the emergency operations center, if activated. There may be several tactical channels depending upon need. Tactical channels may link agencies, departments, geographical areas or specific functions. Other communications networks, such as ground to air, may be established if needed.

### Mutual Aid

Robust mutual aid resources are available throughout the region and state. Within Ventura County, large numbers of available personnel and equipment can be requested. Specific to a levee breach event, additional law enforcement, swift water rescue teams, boats, jet skis and helicopters may be required to facilitate evacuations and rescue activities. All requests for mutual aid should be routed through the County EOC.



## **PUBLIC WARNING**

This section outlines Ventura County capabilities tailored to public warning and information. Each of the outlined activities may be supported or augmented by additional resources provided by the City of Oxnard depending upon the impacted area.

### **National Weather Service**

The NWS Weather Warning Program uses an escalating approach including outlooks, watches and warnings to increase public awareness of potential issues. The NWS coordinates closely with VCWPD in determining the impacts of approaching weather conditions and notifying the public accordingly. The NWS can also issue a Civil Emergency Message for any emergency situation requiring public warning. Dissemination methods of the NWS include: National Oceanic and Atmospheric Administration (NOAA) Weather Wire System, NOAA Weather Radio, and AP Wire Service.

### **Emergency Alert System**

The Emergency Alert System (EAS) is a system for national, state or local emergency warnings to the public. An EAS warning may be for a few blocks, a large portion of a city, or the entire county, state or nation. The EAS provides a means of distributing emergency information quickly by radio stations, television stations and cable entities for timely and large scale mass distribution. Ventura County maintains and tests the countywide EAS system. Its use can be requested by an on-scene IC but must be authorized through VCOES or the activated Ventura County EOC. The request process can be expedited and routed through 911 if necessary.

### **VC Alert/Reverse 911**

Ventura County has implemented a state-of-the-art emergency notification system to alert residents about emergencies and other important community news. The emergency notification system enables officials to provide essential information quickly when there is a threat to the health or safety of residents. Building on technology sometimes referred to as "Reverse 911", the VC Alert Emergency Notification System database currently includes all listed and unlisted landline telephone numbers serviced by AT&T and Verizon. Additional notifications can be made to cellular phones, work phones, TTY devices, emails, faxes or text message, but require individuals to register utilizing an opt-in portal<sup>3</sup> or the VC Alert Hotline at (805) 648-9283. Ongoing public awareness and education efforts are helping to expand the number of alternative devices registered in the system.

VC Alert allows the County to target residences and businesses within a distinct geographic area to receive pre-scripted messages on landlines of other registered devices. The VC Alert system has the capacity to make hundreds of automated calls concurrently and can be a significant asset in notifying residents who are not currently monitoring another form of media.

<sup>3</sup> <https://member.everbridge.net/index/1772417038942453#/login>

### **Television and Radio News Broadcasts/Public Service Announcements**

In addition to scripted messages broadcast through the EAS system, the use of media outlets to provide more detailed public information is critical to most public warning campaigns. In many instances the public may require additional information such as what to do, where to go, and how to access additional services. In many cases, it is important to establish the critical nature of the public warning in order to convince residents that action on their part is truly needed. Ventura County maintains a cadre of trained Public Information Officers (PIO) that are trained in disseminating information through the media. PIOs can be found on-scene, at the County EOC or potentially at a Joint Information Center (JIC).

### **Vehicles Equipped with Loudspeakers/Door-to-Door**

Law enforcement, fire, or other emergency personnel may warn the public by driving through the designated area in vehicles equipped with loudspeakers, or by going door-to-door, or by aircraft equipped with loudspeakers. In some cases members of Neighborhood Watch Organizations, Community Emergency Response Teams (CERT) or Amateur Radio Operators may assist emergency responders. The warning message delivered should include actions to be taken by the public, any special instructions, and how to obtain more information.

### **Public Messaging**

Providing clear and concise information is paramount regardless of whether the information is delivered directly to the public or through the media. In addition, public messaging is often time critical and does not allow for careful review or editing of public messages. To save time and ensure consistent messaging, the use of pre-scripted message templates is recommended. Samples and template notifications applicable to the SCR-1 levee system are included in the appendices of this plan.

## **EVACUATION**

As one of the primary response activities associated with the protection of human life during a flood event, evacuations are critical to a successful flood response strategy. Given the significant potential impacts caused by a failure of the SCR-1 levee system, it is imperative that the County and City are prepared to conduct evacuation operations efficiently and that all segments of the affected population are considered. This includes people with access or functional needs. While evacuations in response to potential failures of the SCR-1 levee system will most likely be conducted before actual overtopping or significant flooding occurs, rapid onset weather conditions may necessitate evacuation activities during periods of inclement weather and rising flood waters.

### **Evacuation Orders**

The decision to order an evacuation before a levee failure or overtopping is generally a policy decision that should be made and promulgated by the County or City EOC, depending upon the impacted population. In the event of sudden onset flooding, an evacuation can be ordered by the on-scene IC. California law allows for voluntary evacuations which are strong recommendations for residents to leave their homes but prevent emergency responders from compelling them to do so. Once a resident has evacuated voluntarily, law enforcement can prevent them from returning to the area until it is deemed safe.

### **Evacuation Assembly Points**

While self-evacuation is the preferred method of evacuation, depending upon the impacted area, evacuation assembly points may need to be designated for those residents that lack resources or cannot otherwise self-evacuate. Evacuation assembly points will rely on the use of transportation assets such as buses, vans or ambulances to ferry residents to higher ground or reception centers. In some cases, flood conditions or individual disabilities may prevent residents from reaching designated assembly points. In these instances, specialized resources such as ambulances, boats or high wheel base vehicles may be needed to reach stranded residents.

### **Evacuation Routes**

Specific evacuation routes may need to be established for the impacted areas. In the scenarios identified in Appendix A, the main arterial routes within the potential impact areas appear to be sufficient to handle the relevant population loads and the limited distances necessary to reach high ground, making the identification of specific routes unnecessary. In all identified scenarios along the SCR-1 levee system, movement southeast of Vineyard Road or west of the Highway 101 will remove residents from the impacted area and none of the potentially impacted areas are more than a mile from these destinations.

## Contraflow

Contraflow activities include allowing outbound traffic to utilize inbound traffic lanes in order to increase the capacity and flow of outbound traffic. However, effectively implementing contraflow is often resource intensive and the loss of inbound traffic corridors may prevent emergency services vehicles from accessing the impacted areas. This may include ambulances and other transportation assets attempting to assist populations that are unable to self-evacuate, such as people with access or functional needs. Given the relatively short evacuation distances related to SCR-1 levee system failure scenarios, the benefits of contraflow appear to be minimal and are likely outweighed by related impacts to response operations.

## Traffic Control

Effective traffic control is one of the most important factors in ensuring a safe and timely evacuation. Law enforcement personnel and barriers may be needed to maintain the integrity of evacuation routes while ensuring that response vehicles and other resources are still able to enter the area. In addition, it will be important to ensure that vehicle traffic does not impact the ability of residents to evacuate the area on foot if necessary. Traffic control is primarily a law enforcement function and will most likely be organized at the tactical level through the ICP by the VCSD, in coordination with the Oxnard Police Department as appropriate. Additional support may be needed from the VCPWA in the form of traffic barriers, messaging signs, or other equipment as needed. In addition, requesting standby support from tow trucks to remove disabled vehicles may be prudent if floodwaters have already impacted portions of the area.

## Security

Ensuring the security and integrity of the evacuated area goes hand in hand with traffic control. As resources warrant, security precautions should be taken to establish a perimeter around the evacuated area, including traffic control measures to prevent the return of civilian traffic until authorized by the IC. Effective security will prevent opportunists from entering the area and vandalizing or burglarizing empty homes and businesses, while simultaneously preventing thrill seekers and onlookers from entering the impacted area and potentially endangering themselves.

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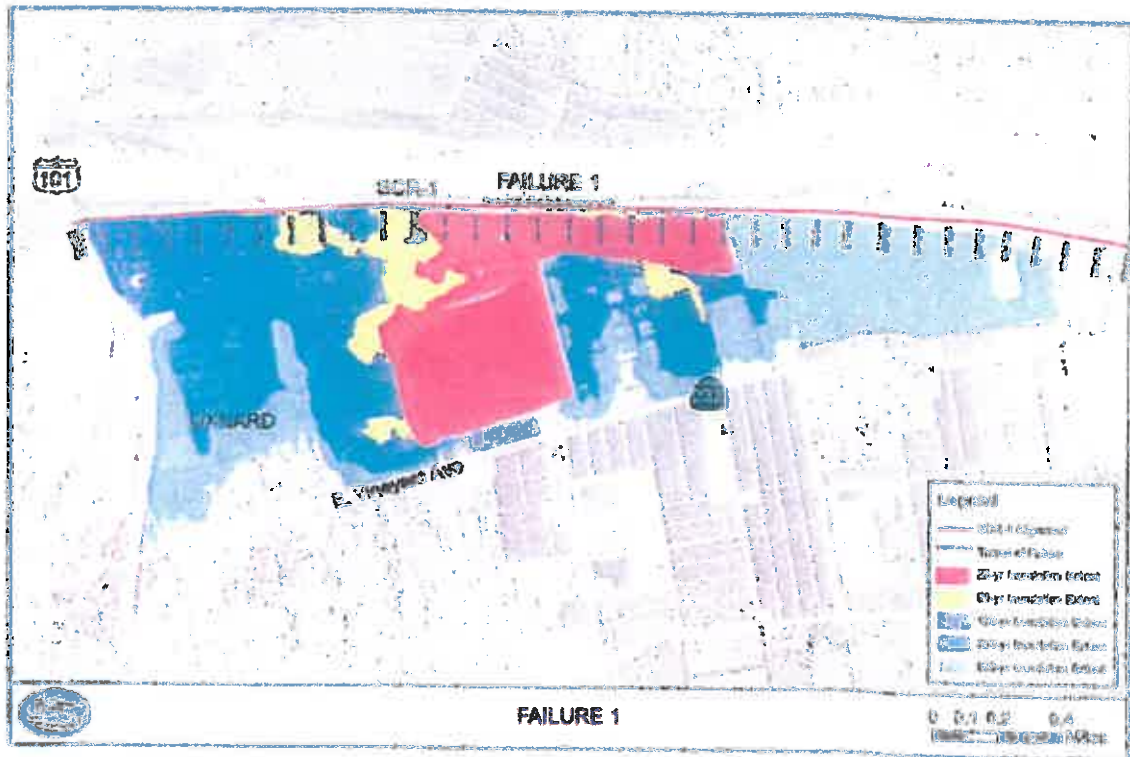


## APPENDIX A – FAILURE SCENARIOS AND LOCATIONS

Based on the identification of the potential failure modes and likelihood of occurrence, six failure scenarios have been identified. For each of these scenarios a potential area of inundation has been determined using the existing available USACE hydraulic modeling.

### Failure 1 – Breach from Station 311+00 – 348+00

This failure is expected to be a “Breach Prior to Overtopping” failure. In general the landside toe along this reach is at a lower elevation than the riverside toe. A failure of the levee embankment would lead to inundation of the adjacent floodplain. The riverside toe becomes hydraulically loaded at the 50-year to 100-year storm events. However, damage history shows that river impingement for the 25-year event leads to groin damage and levee breaches. In this reach, a levee breach would cause inundation of the residential housing between two local detention basins from Station 300+00 to approximately 325+00.

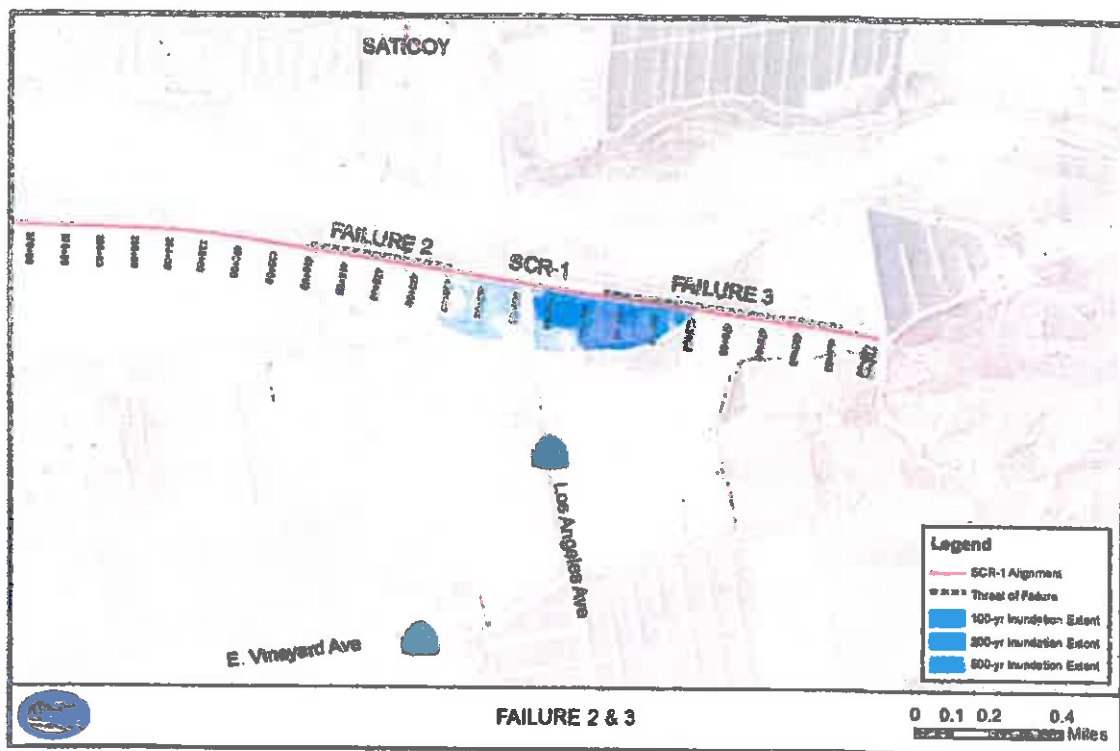


### Failure 2 – Breach from Station 410+00 – 430+00

This failure is expected to be a “Breach Prior to Overtopping” failure. In general the landside toe along this reach is at a higher elevation than the riverside toe. A failure of the levee embankment would lead to inundation of the adjacent floodplain only once the landside toe elevation is exceeded. The riverside toe becomes hydraulically loaded at the 200-year storm event. However, damage history shows that river impingement for the 25-year event leads to groin damage and levee breaches. The relatively high ground on the landside will protect area from flood inundation. There is a potential for significant bank erosion along the asphalt plant property which accounts for most of the anticipated damages.

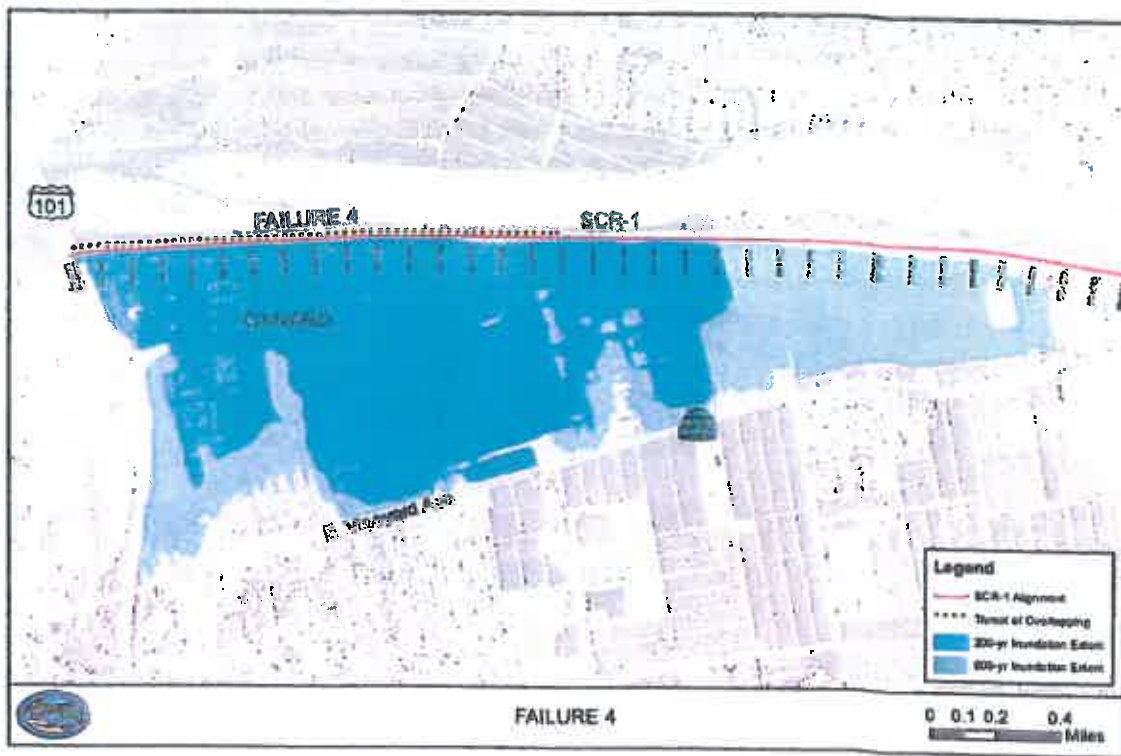
### Failure 3 – Breach from Station 452+00 – 486+00

This failure is expected to be a “Breach Prior to Overtopping” failure. In general the landside toe along this reach is at a lower elevation than the riverside toe in the lower portion of the reach (Station 452+00 – 465+00) only. A failure of the levee embankment in the lower reach would lead to inundation of the adjacent floodplain. The riverside toe becomes hydraulically loaded at the 100-year to 200-year storm events in the lower reach; in the upper reach the loading occurs beyond the 500-year event. However, damage history shows that river impingement for the 25-year event leads to groin damage and levee breaches. In the upper reach (Station 465+00 – 486+00) the area consists primarily of agricultural fields and related structures which account for most of the damages.



**Failure 4 – Overtopping from Station 244+00 – 314+00**

This failure is an overtopping failure caused when continuous storm events hit the region over days or weeks, giving flood fighting agencies warning such a large event is coming. Despite best efforts, the river overtops the levee, inundating the area north of US Highway 101. Commercial areas from Station 320+00 to 355+00, north and east of the detention basins, is inundated with backwater. Typical inundation depths from this event in this neighborhood would top out from 2 feet to 7 feet. Residential areas from Station 275+00 to 310+00, south of the detention basins, would be inundated by river flow. Typical inundation depths from this event in this neighborhood would range from 4 to 10 feet. Commercial areas along the river from Station 250+00 to 275+00, would be inundated by river flow. Typical inundation depths from this event in this neighborhood would range from 2 to 7 feet. No other overtopping failure locations were considered because of the infrequent occurrence of events to cause this failure (i.e. 500-year and greater flow events).



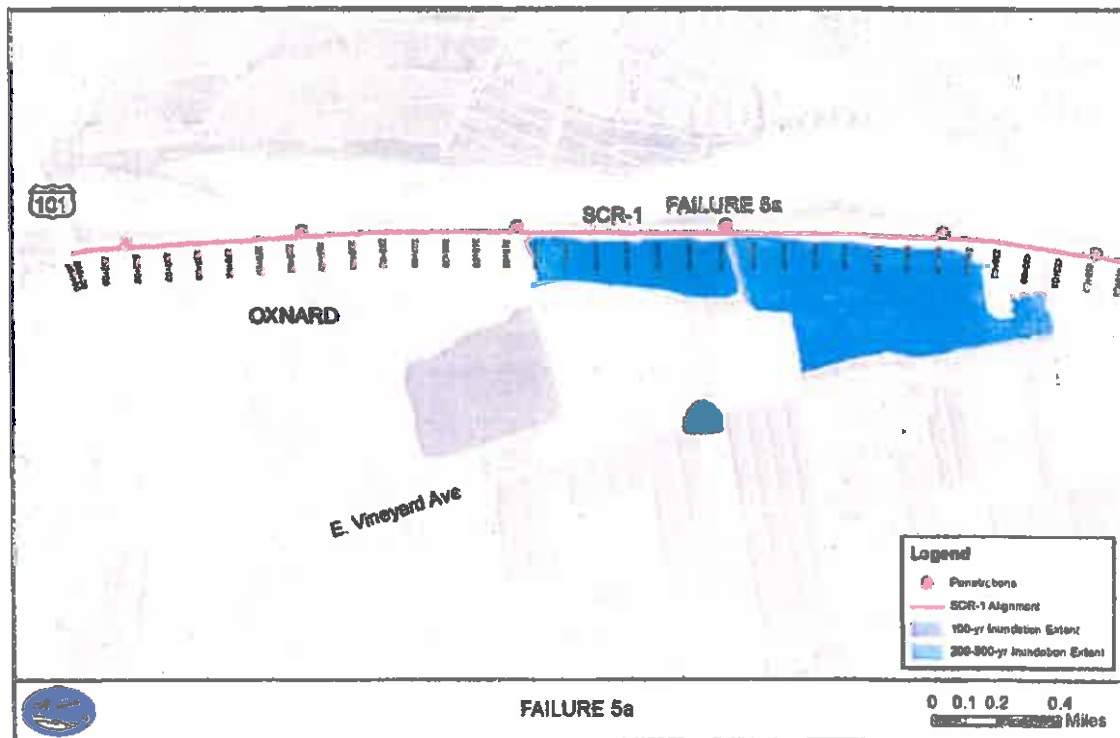


### Failure 5 – Storm Drains Failure

The fifth identified failure scenario involves 3 potential sub-scenarios as follows:

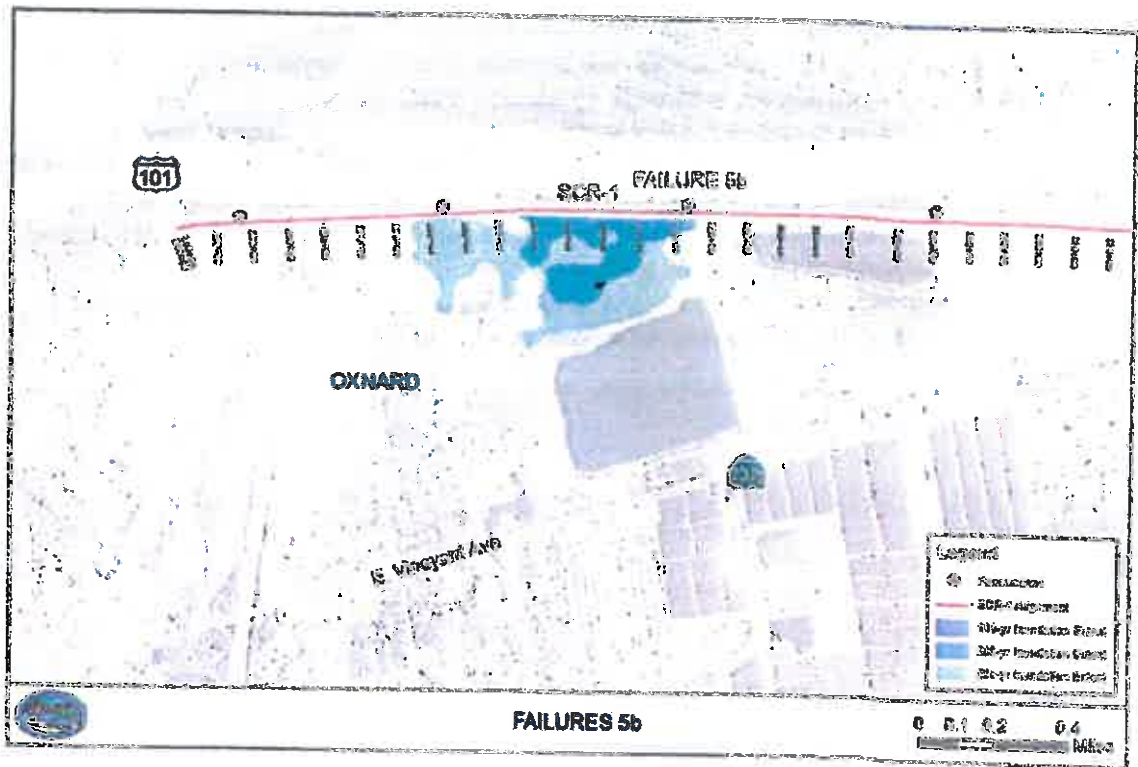
#### Failure 5A Type – Malfunction of Levee System Components

**Frequency:** >25-yr event. **Description:** Central Avenue Drain, 2-72" RCP with flap gates (on riverward side) are not closed in a storm event. The culverts lead to a large drainage channel with elevated banks that contain flood depths almost to the 200-yr floodplain (which does not extend past Vineyard Ave), but begins to fill and backwater above the 25-yr event. The storm drain continues underground to Central Avenue, and then becomes an open channel at Rio Mesa High School, where it turns north and winds through agricultural fields. Failure to close the flap gates may lead to localized interior drainage flooding at storm drain intakes to the Central Avenue Drain system outside of any potential Santa Clara River inundation areas. Storm water runoff not entering the drainage system is likely to flow parallel to the Santa Clara River along roads such as Vineyard Avenue and Rose Avenue, and through agricultural fields in between, until it finds another outlet. **Mitigating factors include:** (1) local interior flooding will not likely occur at the flood peak time for Santa Clara River, minimizing risk from such a failure scenario, and (2) the backwater effects become significant only at larger interval events, such as the 100-yr or 200-yr.



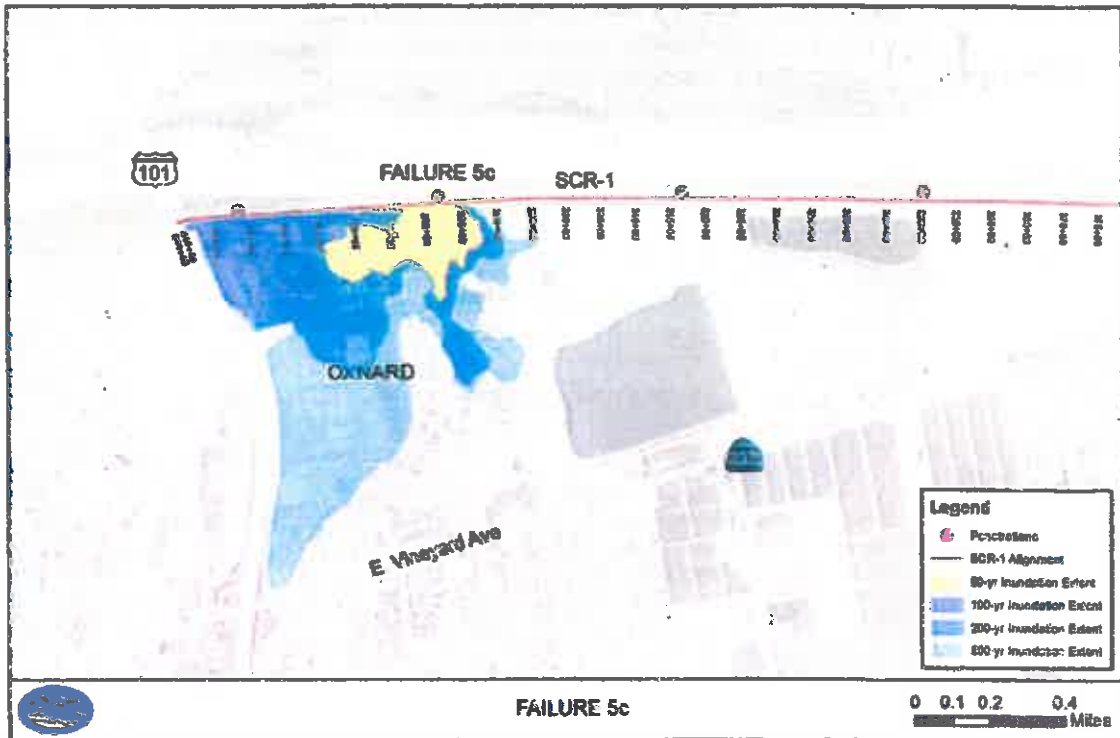
**Failure 5B Type – Malfunction of Levee System Components**

Frequency: >25-yr event. Description: Side Drain No. 4, 48" RCP and flap gate (on landward side) is not closed in a storm event. The culvert leads and opens directly to the landward side of the levee, just upstream of the northern extent of the newly developed residential area. Topography indicates water entering this area will begin to inundate the residential area and potentially backwatering into the detention basins to the north or east. Failure to close the flap gates will lead to significant interior drainage flooding in residential neighborhoods from Stations 300+00 to 316+60.



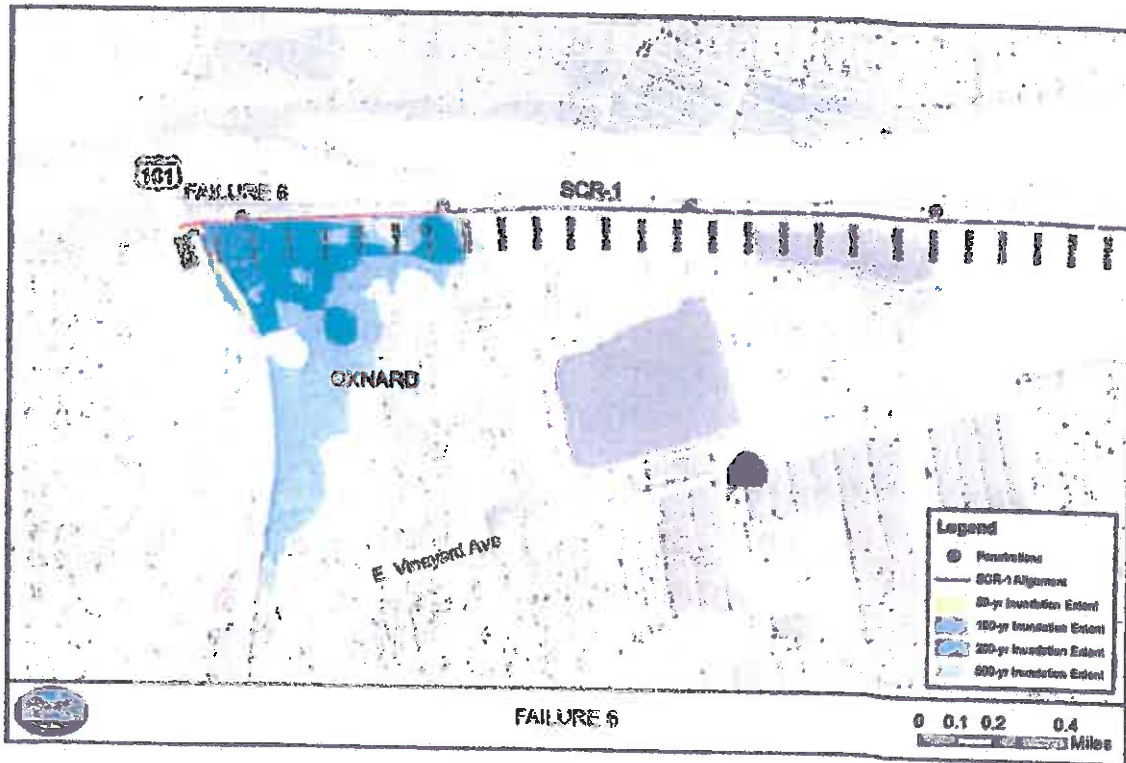
**Failure 5C Type – Malfunction of Levee System Components**

Frequency: ~50-yr event. Description: Side Drain No. 6, 48" RCP and flap gate (on landward side) is not closed in a storm event. The culvert leads and opens directly to the landward side of the levee at Station 282+00, into a recreational and vacant open spaces surrounded by residential lots, with commercial spaces downstream. The landside elevation suggests flooding occurs only in events close to the 50-yr event. Topography in this scenario indicates water entering this area will flood open spaces, potentially backwatering with minimal flooding into the residential community just east and upstream of the culvert.



### Failure 6 – Gate Structure Failure at Station 246+20

This failure involves the malfunction of Levee System Components caused when the Stroube Drain – Unit I, Gate Structure is not closed in a storm event. The gate structure box culvert leads to the landward side of the levee at Station 246+20, where it acts as the terminus for the underground storm drain system that services nearly the entire Oxnard neighborhood north of U.S. Highway 101. Failure to close in a 25-yr event would lead to interior drainage flooding only, potentially backing up storm drain intakes throughout the entire system. The system impact area would generally match the lower ground occupied by this recently developed area of the city of Oxnard. Backed up storm drains will leave water flowing along surface streets downstream towards Stroube Drain outlet. Topography suggests backwater will flow south on Ventura Road and pond under the U.S. Highway 101 bridge. Ponding is expected to be limited to roadways and vacant lots adjacent to the Santa Clara River around the U.S. Highway 101 Bridge. A mitigating factor is that local interior flooding will not likely occur at the flood peak time for Santa Clara River, which minimizes risk from such a failure scenario.



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## APPENDIX B - EMERGENCY FUNCTION (EF) RESPONSE ACTIVITIES

The state of California and Ventura County utilize EFs to organize and group response activities during an event. Nearly identical to Federal Emergency Support Functions (ESF), each EF is only activated if needed in a particular event. The following EFs would most likely be activated and tasked with the following responsibilities:

### EF-1 – Transportation

- Coordinate with the County Public Works Mutual Aid to determine the county and state roads affected by the levee breach/flood and located in the inundation zones.
- Coordinate with EF-4 (firefighting), EF-6 (Mass Care), EF-8 (Health and Medical Services), and EF-13 (Public Safety & Security), to determine the transportation assistance that may be required to evacuate citizens in the inundation zones.
- Coordinate with EF-15 (Public Affairs) for all press releases involving roads and streets that may be closed.
- Assist with the transportation of citizens in the inundation zones to shelters as required.
- Coordinate with EF-13, and Public Works Mutual Aid to obtain barricades to control traffic in and around the inundation zones.
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events.
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.
- Coordinate with the county and state to insure that structural evaluations are performed on all bridges and railroad crossings over waterways that cross affected levees.

### EF-2 – Communications/911 Dispatch

- As soon as notification is received that a levee breach/flood event is threatening or is occurring in the county, immediately notify the Director of Emergency Services.
- Be prepared to assist agencies, activities and departments in the response with communications support.

### EF-3 – Public Works

- Determine the impact of the levee breach/flood on water and sewer systems located in the inundation zones.
- Determine if damaged water and sewer systems can be rerouted around the inundation zone.
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events.
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.

- Perform Rapid Safety Assessments of adjacent private properties for potential debris items and reporting potential problems to the Departmental Operations Center (DOC) or EOC.
- Coordinate with county or state authorities, as necessary, to notify them and the VCPWA, or the EOC if activated, of actual or potential problems with their facilities.
- Direct supervisors to notify private property owners that have potential debris problems which need their attention.
- Assign additional task forces/personnel to divisions as needed to correct identified problems.
- Direct Public Works Task Forces to clean debris and inspect drainage facilities for damage or overflow.
- Notify the EOC when road rights-of-way are closed due to flooding conditions (unsafe travel or potential vehicle wake damage prevention). Task forces will be re-deployed as necessary by the Public Works Division Supervisor.
- If mutual aid is required, the Supervisor will notify the Public Works Director (the EOC Public Works Branch Director if the EOC has been activated), indicating:
  - Nature and scope of the mission to be assigned to the mutual aid.
  - Number of personnel needed, and the number and type of equipment needed.
  - Staging area to which the mutual aid is to report. (The Public Works Division Supervisor will establish a staging area for the reception and assignment of mutual aid if it is requested.)

#### **EF-4 – Firefighting**

- In conjunction with EF-8 (Health & Medical Services) and EF-13 (Public Safety & Security), coordinate all EF-9 (Urban Search and Rescue[US&R]) and EF-10 (Hazardous Materials) conducted in and around the inundation zones.
- Determine the impact of the levee breach/flood on fire hydrants and the ability to supply water for firefighting operations in and around the inundation zones.
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events.
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.
- Determine if response routes for each fire station located in and near the inundation zones are affected by the flood waters.

#### **EF-6 – Mass Care, Housing & Human Services**

- Coordinate with the American Red Cross to support potential shelter operations when initially notified.
- If shelter operations are determined to be necessary after a levee breach or flood, open shelters as soon as possible (less than 4 hours) upon notification.

- If pre-identified shelters are not available, consider utilizing schools or other county and municipal facilities outside of the inundation area that are not currently used for daily operations and may be available for use as a shelter.
- Coordinate with the Red Cross to ensure all shelter locations are accessible to people with disabilities and otherwise compliant with the Americans with Disabilities Act (ADA).
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events.
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.
- Be prepared to assist with feeding operations at different locations in the county or consider establishing several sites across the county to conduct feeding operations.

### EF-8 – Health and Medical Services

- Determine if any Emergency Medical Services (EMS) bases or medical facilities are no longer accessible to patients or ambulances due to flooding.
- In conjunction with Public Works, determine which roads or bridges in the inundation zones are no longer accessible or have been determined to be unsafe for vehicle operations for EMS or Rescue Squad response.
- Provide medical support to EF-9 (USR) and EF-10 (Hazardous Materials) as necessary to support ongoing search and rescue operations and hazardous materials operations in the county.
- Coordinate with the volunteer Rescue Squads to determine their ability to continue providing medical care in their assigned coverage zones.
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events.
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.
- Coordinate with local nursing homes and assisted living facilities to determine if their services are adversely affected by the levee breach or flooding.

### EF-11 – Food & Water

- Identify food and water requirements from EF-3.
- Coordinate food and water transportation needs with EF-1.
- In conjunction with EF-9 provide security for food and water staging and distribution areas.
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events.
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.



### **EF-13 – Public Safety & Security**

- In conjunction with the Law Enforcement Mutual Aid reroute traffic as necessary around inundation zones.
- In conjunction with Public Works, barricade roads and bridges as necessary to stop the use of unsafe roads and bridges.
- In conjunction with Law Enforcement Mutual Aid provide security for areas that may require evacuation.
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events;
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.
- In conjunction with EF-4 (Fire), EF-8 (Health & Medical), EF-9 (USR) and EF-10 (Hazardous Materials) assist with security and manpower during search and rescue and hazardous materials operations in and around the inundation zones.

### **EF-15 – Public Information**

- In conjunction with the Director of Emergency Services and the Policy Group coordinate the emergency public information program for the county.
- Issue press releases as necessary to announce the opening and locations of emergency shelters.
- Review assignments and safety procedures with subordinates.
- If EOC is activated, keep EOC informed of situation and resources status, hazardous situations and significant events.
- Resolve tactical assignments and logistics problems, and maintain Incident Logs.
- If deemed necessary, open and operate a county JIC.

## APPENDIX C – CITIZEN INSTRUCTIONS FOR FLOODING

The following instructions can be communicated to the public either through available public messaging venues or directly as an informational handout:

### Before the Flood

- a. Assess the likely floodplain in relation to your property so when flooding is predicted you are aware of the potential risk.
- b. Determine the location of the nearest safe area and evacuation routes.
- c. Keep a stock of food that requires little or no cooking and refrigeration; electric power may be interrupted.
- d. Keep a portable radio, emergency cooking equipment, lights and flashlights in working order.
- e. Keep first-aid and critical medical supplies (prescriptions, insulin, etc.) at hand.
- f. Keep your automobile fueled; if electric power is cut off, filling stations may not be able to operate pumps for several days.
- g. Keep materials like sandbags, sand, plywood, plastic sheeting, and lumber handy for emergency waterproofing.
- h. Do not stack sandbags directly upon the outside wall of your home in an attempt to keep water out of a basement or subfloor. Water penetration is still likely and the additional pressure of the sandbags upon the walls and under the floors may cause structural damage.
- i. Bring outdoor possessions inside the house or tie them down securely.

### When You Receive a Flood Warning

- a. Store drinking water in closed, clean containers, and bathtubs, sinks, etc. Water service may be interrupted.
- b. If flooding is likely and time permits, move essential items, valuable papers, jewelry, and furniture to upper floors of your house or higher elevations.
- c. If forced or advised to leave your home, move to a safe area before access is cut off by floodwater.
- d. Shut off all electric circuits at the fuse panel or disconnect all electrical appliances. Shut off the water service and gas valves in your home.

### During the Flood

- a. Avoid areas subject to a sudden flooding.
- b. If you are caught in the house by rising floodwaters, move to the second floor, and if necessary, to the roof. Take warm clothes, a flashlight, and portable radio with you. Wait for help. Don't try to swim to safety.
- c. When outside the house try to avoid flooded areas and do not attempt to cross a flowing stream where water is above your knees.

- d. Do not attempt to drive over a flooded road. You can be stranded and trapped.
- e. If your vehicle stalls, abandon it immediately and seek higher ground. Many people drown while trying to rescue their car

### After the Flood

- a. Do not call 911 unless you have an emergency.
- b. If your home, apartment, or business has been damaged, contact your insurance company.
- c. Ensure buildings have not potentially sustained structural damage.
- d. Prior to entering, turn off outside gas lines at the meter or tank and allow sufficient time for the structure to air out.
- e. Use flashlights rather than tools with exposed flames such as matches, lanterns, or torches to provide illumination as gas or other flammables may still be trapped inside.
- f. Be alert for damaged power lines or submerged electrical equipment and do not handle or manipulate impacted electrical systems until they have been checked by a licensed electrician.
- g. Report broken utility lines to police, fire or other appropriate authorities.
- h. Do not use fresh food that has come in contact with floodwaters.
- i. Test drinking water for potability; wells should be pumped out and the water tested before drinking.
- j. Do not visit disaster areas; your presence will probably hamper rescue and other emergency operations.
- k. Monitor radio and TV stations for advice and instructions on:
  - i. Where to go to obtain necessary medical care in your area.
  - ii. Where to go for emergency assistance such as housing, clothing, food, etc.
  - iii. Ways to help yourself and your community recover from the emergency.
- l. The following agencies/numbers should be contacted for issues regarding:
  - i. Damage to roads or streets:  
City of Oxnard, Street Maintenance (805) 385-8051
  - ii. Structural damage to buildings that may create a danger to people:  
City of Oxnard, Building and Engineering (805) 385-7925
  - iii. Gas leaks:  
The Southern California Gas Company (800) 427-2200
  - iv. Downed power lines:  
Southern California Edison (800) 611-1911  
(If you see a downed power line, call 911 immediately)

## APPENDIX D – NOTIFICATIONS AND PRE-SCRIPTED MESSAGES

### Vehicle/Door to Door Notifications

Instructions: Divide the involved area into sectors. Personnel assigned to specific sectors should begin near the incident and move outward. To notify the public by vehicle to evacuate, record the designated shelters and evacuation routes below, then follow these steps:

1. Drive slowly along the streets and roads of your assigned route with the High-Low siren engaged.
2. Stop frequently, turn off siren and use public address system to make the appropriate evacuation or shelter-in-place announcement.
3. Instruct evacuees to use the designated evacuation routes (Attachment A)
4. Continue along your assigned route until all residents and businesses have been notified to evacuate.

### Pre-Scripted Messages

The following messages have been pre-scripted by the VCSO for mass notifications using VC Alert and can be used or modified to support other messaging efforts.

#### Evacuation Advisory

"This is an emergency message from the Ventura County Sheriff's Office. Your neighborhood is now under an evacuation advisory due to [insert incident] at [insert location]. This is not an order to evacuate. Should conditions worsen, an evacuation order will be issued. Please prepare your personal belongings including valuables and pets and be ready to leave in a moment's notice. A Red Cross Shelter has been setup at [insert location]. For additional information, please call the incident hotline at (805) 465-6650 or visit [www.vcemergency.com](http://www.vcemergency.com)."

#### Evacuation Order

"This is an emergency message from the Ventura County Sheriff's Office. Your neighborhood is now under an evacuation order due to [insert incident] at [insert location]. The threat is imminent, please evacuate the area immediately. A Red Cross Shelter has been setup at [insert location]. For additional information, please call the incident hotline at (805) 465-6650 or visit [www.vcemergency.com](http://www.vcemergency.com)."

#### Shelter-In-Place

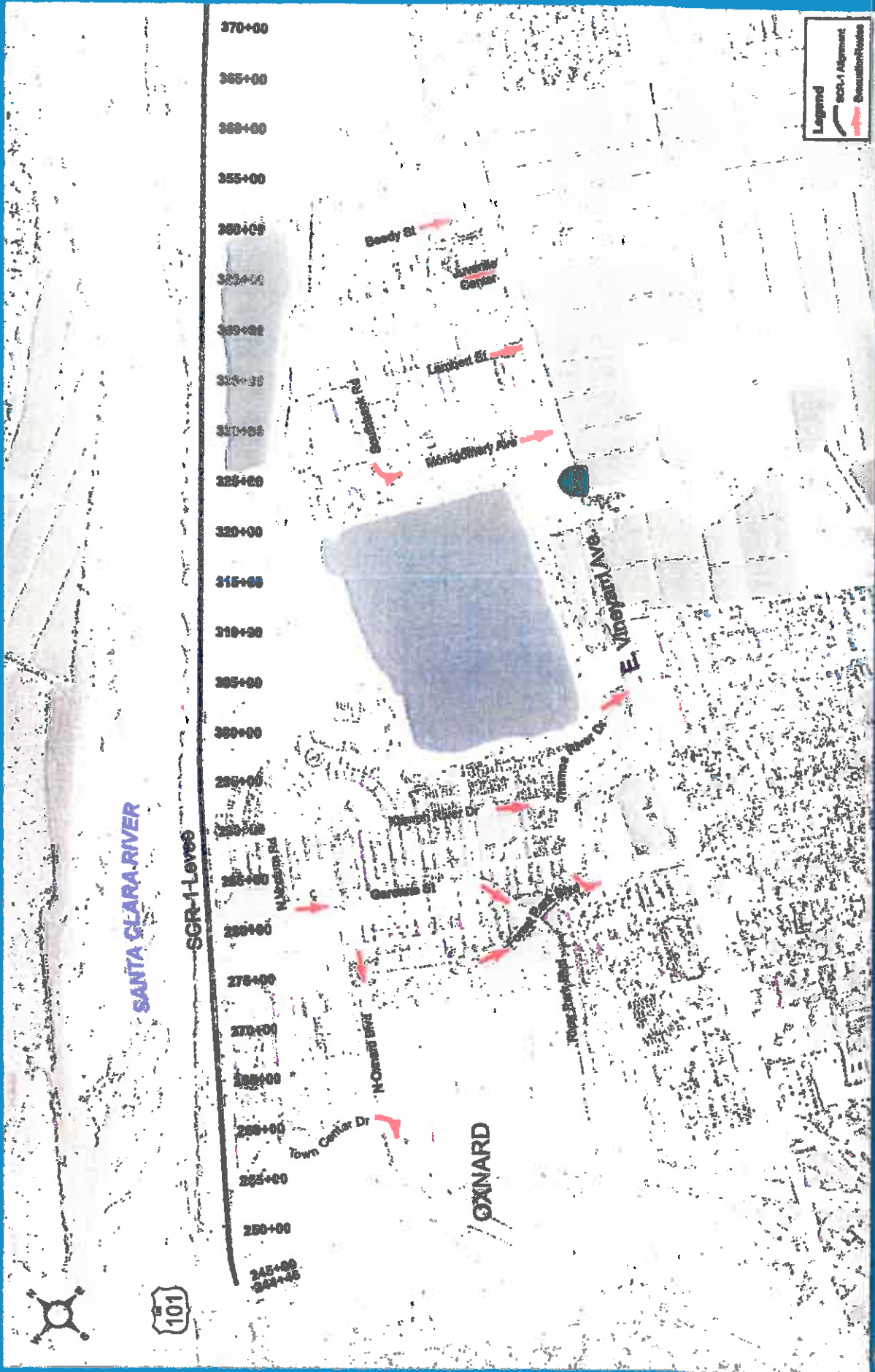
"This is an emergency message from the Ventura County Sheriff's Office. Your neighborhood is now under a shelter-in-place order due to [insert incident] at [insert location]. Residents are advised to stay inside and close all doors and windows until the situation is resolved. For additional information, please call the incident hotline at (805) 465-6650 or visit [www.vcemergency.com](http://www.vcemergency.com)."

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# ATTACHMENT A

## Evacuation Routes





**Legend**

- SGR-1 Alignment
- Evacuation Routes

SANTA CLARA RIVER

SGR-1 Levee

OXNARD

Evacuation Routes



## Exhibit B



**MPR Capacities**

Site	Dinning	Assembly
RDM		445
PLAZA	227	487
REAL	227	487
ROSALES		526
LINDO	208	445
RDN	304	521
RDV		
VISTA		551

**Gym Capacities**

Site	Dinning	Assembly
Vista		
RDV		1397

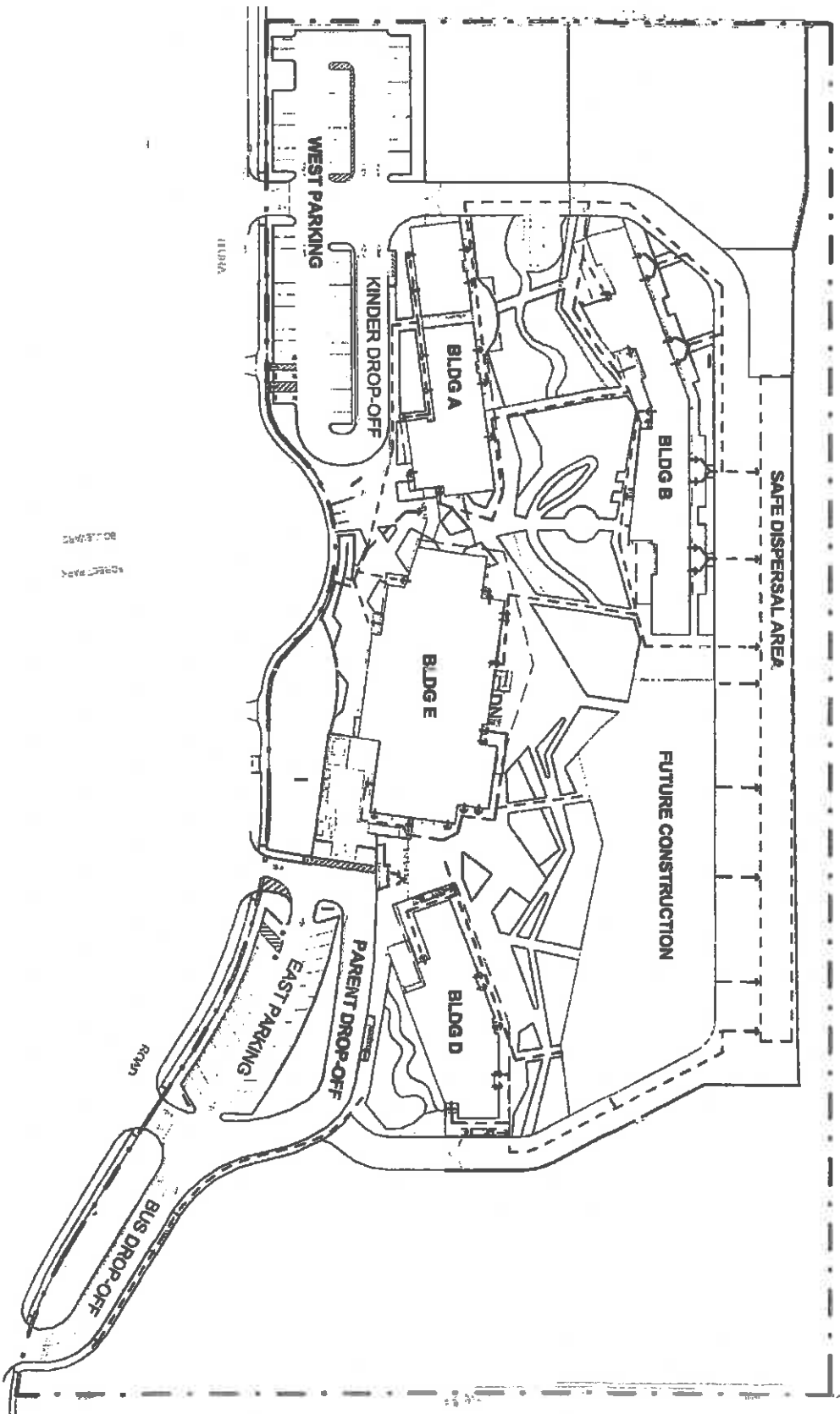
## Exhibit C

## Bus Fleet and Capacities

<b>Bus Fleet Count</b>	<b>Capacities</b>	<b>Sub Totals</b>	<b>ADA Equiped</b>
4 each	84 passenger	336	
2 each	78 passenger	156	
2 each	62 passenger	124	
1 each	53 passenger	53	includes 2 wheelchair
1 each	52 pasenger	52	includes 1 wheelchair
1 each	48 passenger	48	
1 each	35 passenger	35	
1 each	25 passenger	25	Includes 1 wheelchair
<b>Total Busses 13</b>	<b>Total Capacity 829</b>		

## Exhibit D

EMERGENCY EVACUATION PLAN - PHASE 1 CAMPUS



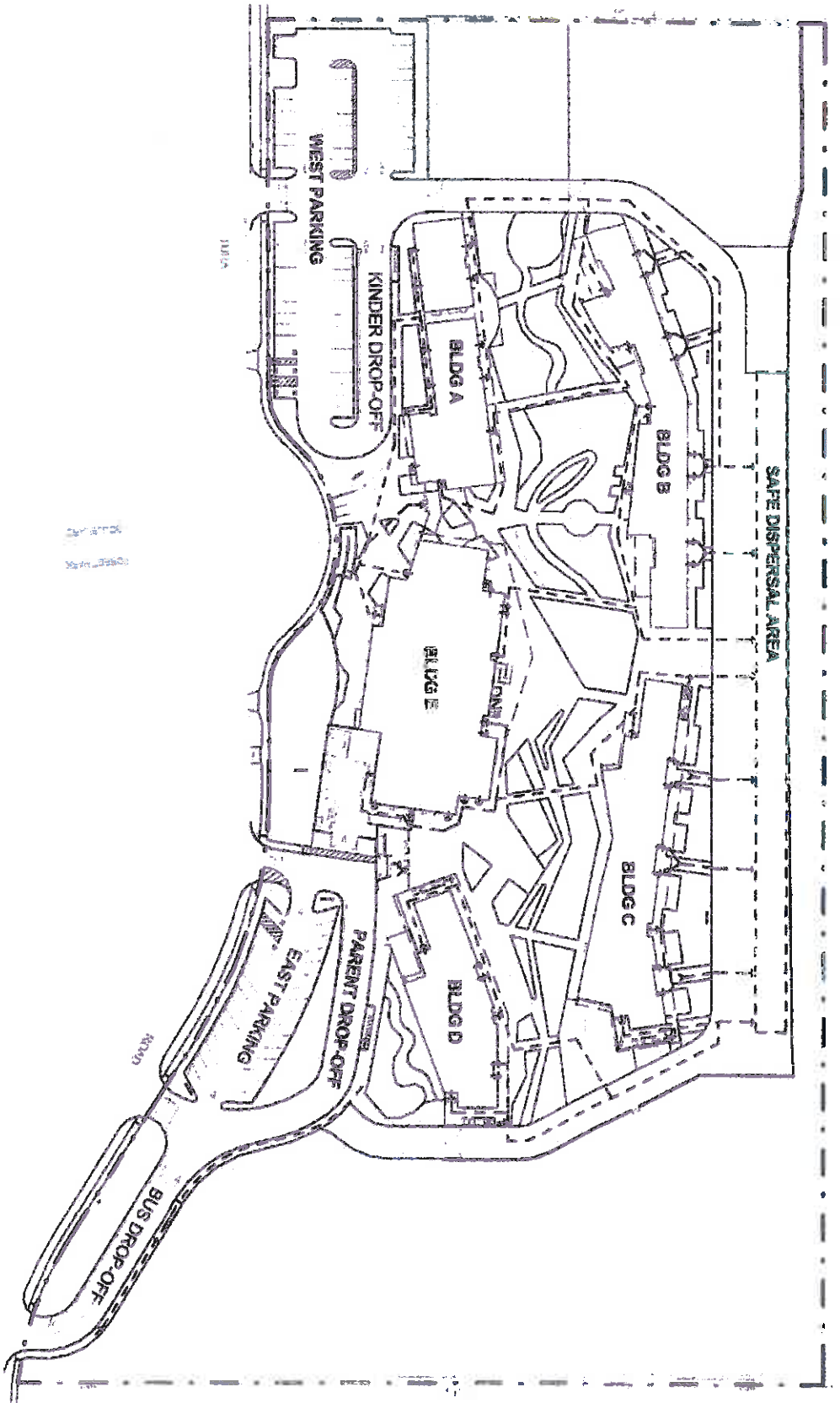
**A/E**  
ARCHITECTURAL  
ENGINEERS

**RIO K-8 STEAM CAMPUS**

CDE 7  
1" = 80'-0"  
4/29/16

AME  
RIO K-8 STEAM CAMPUS

EMERGENCY EVACUATION PLAN - FULL CAMPUS BUILD OUT



CDL 8  
1" = 30'-0"  
4/29/16



10.4







**Agenda Item:**            **10.4. Approval of Resolution 1516/30 RSD Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be Held on November 8, 2016.**

**Speaker:**                **Superintendent Puglisi**

**Rationale:**             Pursuant to Election Code 1302(b) and Education Code 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the first Friday in December 2016. The County Superintendent of Schools' has adopted Resolution No. 16-01 which consolidates a Governing Board Member Election with all other elections held on November 8, 2016.

**Financial Impact:**    **None**

**Recommended Motion:**        **Staff recommends approval.**

**Attachments:**  
**RSDBrdMemElection**  
**Res1601CountyElection**



**Resolution 1516/30 of the Rio School District  
Ordering a Regular Governing Board Member Election,  
Ordering Consolidation with Other Elections, and  
Constituting "Specification of the Election Order"  
to be held on November 8, 2016**

**WHEREAS,** The Rio School District has complied with the requirements of Election Code Section 1302(b); and

**WHEREAS,** The Rio School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

**WHEREAS,** Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 8, 2016; and

**WHEREAS,** Pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

**WHEREAS,** Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

**WHEREAS,** Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

**WHEREAS,** Pursuant to Education Code Section 5016, in the event of a tie vote, the Governing Board of the district shall call a special run-off election involving those candidates who received an equal number of votes in the Governing Board member election.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** as follows:

1. The election shall be held on November 8, 2016.
2. The purpose of the election is to elect **two regular term vacancies** to the Governing Board of Rio School District.
3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.
4. The election will be held and conducted in the manner prescribed in Elections Code Section 10418.

The Clerk of the Board of Trustees shall cause a copy of this resolution to be delivered to the County Superintendent of Schools and the officer conducting the election at least 123 days prior to the election pursuant to Education Code Section 5322.

The County Superintendent of Schools shall cause a copy of this resolution to be delivered to the County Clerk at least 120 days prior to the date of the election.

The foregoing resolution was duly and regularly adopted by the Board of Trustees of the Rio School District this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

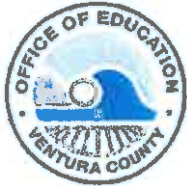
**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees  
of the Rio School District

STATE OF CALIFORNIA )  
  ) ss.  
COUNTY OF VENTURA )

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Board of Trustees of the District named therein at a duly constituted (regular) (special) meeting of said Board which was held on the \_\_\_\_ day of \_\_\_\_\_, 2016, as it appears upon the minutes of the said meeting.

\_\_\_\_\_  
Clerk of the Board of Trustees  
of the Rio School District



**RESOLUTION NO. 16-01 of the  
VENTURA COUNTY SUPERINTENDENT OF SCHOOLS**

**CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT,  
COUNTY BOARD OF EDUCATION AND  
SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS  
IN VENTURA COUNTY, CALIFORNIA  
TO BE HELD ON TUESDAY, NOVEMBER 8, 2016**

**WHEREAS,** Election Code Section 1302(b) requires a Board Member election be held on November 8, 2016, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the first Friday in December next succeeding the election; and

**WHEREAS,** Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an "Order of Election"; and

**WHEREAS,** Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and

**WHEREAS,** Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

**WHEREAS,** Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

WHEREAS, The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.

NOW, THEREFORE, Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 8, 2016:.

FURTHERMORE, Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.

FURTHERMORE, I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
*Stanley C. Muntooth*  
*Ventura County Superintendent of Schools*

**COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF  
EDUCATION AND SPECIFIED SCHOOL DISTRICT BOARD MEMBER  
ELECTIONS TO BE HELD ON TUESDAY, NOVEMBER 8, 2016**

<b>District</b>	<b>Elections</b>
Briggs Elementary	(2) Regular Term Vacancies
Conejo Valley Unified	(2) Regular Term Vacancies
Fillmore Unified	(2) Regular Term Vacancies
Hueneme Elementary	(2) Regular Term Vacancies
Mesa Union Elementary	(2) Regular Term Vacancies (1) Short Term Vacancy
Moorpark Unified	(3) Regular Term Vacancies
Mupu Elementary	(1) Regular Term Vacancies
Oak Park Unified	(2) Regular Term Vacancies
Ocean View	(2) Regular Term Vacancies
Ojai Unified	(2) Regular Term Vacancies
Oxnard Elementary	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #4
Oxnard Union High School	(2) Regular Term Vacancies
Pleasant Valley Elementary	(2) Regular Term Vacancies
Rio Elementary	(2) Regular Term Vacancies
Santa Clara Elementary	(1) Regular Term Vacancies
Santa Paula Unified	(5) Regular Term Vacancies
Simi Valley Unified	(3) Regular Term Vacancies
Somis Union Elementary	(2) Regular Term Vacancies (1) Short Term Vacancy
VC Board of Education	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #5
VC Community College District	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #4





10.5





**Agenda Item:** 10.5. Approval of Declaration of Need for Fully Qualified Educators

**Rationale:** Each year, school districts must have a Board-adopted Declaration of Need for Fully-Qualified Educators on file with the Commission on Teacher Credentialing. This document must be approved at a regularly scheduled public meeting and include the instructional needs of the District for the entire 2016-2017 school year, including summer school.

**Financial Impact:** None

**Recommended Motion:** It is recommended the board approve the Declaration of Need for Fully Qualified Educators.

**Attachments:**  
DeclareofNeed





## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2016-2017  
 Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Rio School District District CDS Code: 72561

Name of County: Ventura County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 11 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ *Enclose a copy of the board agenda item*

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>John Puglisi Ph.D.</u>		<u>Superintendent</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>(805) 485-3111</u>	<u>5/12/2016</u>	<u></u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>2500 E. Vineyard Ave. Oxnard, CA 93036</u>		
<small>Mailing Address</small>		
<u>jpuglisi@rioschools.org</u>		
<small>Email Address</small>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

▶ *Enclose a copy of the public announcement*

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	3
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: <u>Spanish</u>	
<input checked="" type="checkbox"/> Resource Specialist	
<input checked="" type="checkbox"/> Teacher Librarian Services	1
<input type="checkbox"/> Visiting Faculty Permit	

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	2
Special Education	2
TOTAL	6

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university intern program?  Yes  No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an intern program.

Cal State Teach, Axusa Pacific, CSUN, CLU, CSUCI,

WGU, National University, University of Phoenix

If no, explain why you do not participate in an intern program.





**10.6**





**Agenda Item:** 10.6. 2016/2017 Academic Calendar (DRAFT)

**Speaker:** Carolyn Bernal

**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. In addition, it holds Thursdays as minimum days for the Learning Thursday model pending agreement with RTA.

This calendar is subject to continued negotiations with RTA to identify the remaining contractual requirements such as minimum days, parent conferences, end of trimester dates, and an extension of the Learning Thursday MOU 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.

**Financial Impact:** None

**Recommended Motion:** It is recommended the Governing Board approve the draft version of the 2016/2017 academic calendar.

**Attachments:**  
2016/2017 Academic Calendar



# RIO SCHOOL DISTRICT ACADEMIC CALENDAR 2016/2017

2500 Vineyard Avenue, Oxnard, California 93036

(805) 485-3111 FAX (805)981-7746 www.rioschools.org

AUGUST					5
Mo	Tu	We	Th	Fr	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

22-24 - Teachers Return/Prof. Dev. Days

25 - First Day of School/K-8 Mini Day

SEPTEMBER					22
Mo	Tu	We	Th	Fr	
		1	2	3	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

K-8 Mini Days for Prof. Development

2, 8, 15, 22

5 - Holiday/No School

OCTOBER					21
Mo	Tu	We	Th	Fr	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

K-8 Mini Days for Prof. Development

6, 13, 20, 27

NOVEMBER					15
Mo	Tu	We	Th	Fr	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

K-8 Mini Days for Prof. Development

3, 10, 17

11 - Holiday/No School

21 - 23 Non student days/No school

24, 25 - Holiday/No School

DECEMBER					12
Mo	Tu	We	Th	Fr	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

K-8 Mini Days for Prof. Development

1, 8, 15

19 - 22, 27-30 - Non student days/No School

23, 26, - Holiday/No School

JANUARY					20
Mo	Tu	We	Th	Fr	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

K-8 Mini Days for Prof. Dev.

5, 12, 19, 26

2 - Holiday/No School

3 - Students Return

16 - Holiday/No School

FEBRUARY					18
Mo	Tu	We	Th	Fr	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28				

K-8 Mini Days for Prof. Dev.

2, 9, 16, 23

13 - Holiday/No School

20 - Holiday/No School

MARCH					23
Mo	Tu	We	Th	Fr	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

K-8 Mini Days for Prof. Dev.

2, 9, 16, 23, 30

APRIL					12
Mo	Tu	We	Th	Fr	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

K-8 Mini Days for Prof. Dev.

6, 20, 27

10-14, 17, 18 Spring Break/No school

19 - No School/Teacher Work Day

MAY					22
Mo	Tu	We	Th	Fr	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

K-8 Mini Days for Prof. Dev.

4, 11, 18, 25

27 - K-5 Mini Day

29 Holiday/No School

JUNE					10
Mo	Tu	We	Th	Fr	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

K-8 Mini Days for Prof. Dev.

1, 8

14 - Last Day of School/K-8 Mini Day

15 - Teacher Prof. Dev. Day

 Holiday-No School

 K-5 Minimum Days

 K-8 Minimum Day

 6-8 Minimum Day

 Non-Student Days



11.1







**Agenda Item:** 11.1. Approval of the Minutes of the Regular Board Meeting of April 13, 2016

**Speaker:** Superintendent Puglisi

**Attachments:**  
Min041316





EDUCATING LEARNERS FOR THE 21ST CENTURY

**Minutes**

**Regular Board Meeting**

April 13, 2016

Office of Student and Family Support Services

3300 Cortez Street

Oxnard, CA 93036

**Attendance Taken at 5:01 PM:**

Present:

Cassandra Bautista

Joe Esquivel

Edith Martinez-Cortes

Eleanor Torres

Absent:

Ramon Rodriguez

John Puglisi, Ph.D.

**1. Preliminary Business**

**1. Call to Order**

Minutes:

President Torres called the meeting to order at 5:01 p.m.

**2. Pledge of Allegiance**

Minutes:

President Torres led the flag salute.

**3. Roll Call**

Minutes:

President Torres and Trustees Esquivel, Bautista and Martinez-Cortes were present. Trustee Rodriguez was absent.

**2. Approval of the Agenda**

**1. Agenda Corrections, Additions and Modifications**

Minutes:

Item 9.6 2016/2017 Academic Calendar will be tabled.

Trustee Bautista would like items 10.15 Renewal of the Newsela Agreement and 10.18 Bright Bytes Early Warning Software Renewal moved into action for discussion. Trustee Esquivel would like item 10.12 Approval to Declare Bus 1 Obsolete moved into action for discussion.

## **2. Approval of the Agenda**

**Motion Passed:** The agenda was approved as amended, Items 10.12 Approval to Declare Bus 1 Obsolete, Item 10.15 Renewal of the Newsela Agreement for 2016/2016 School Year and Item 10.18 Bright Bytes Early Warning Software Renewal were moved to the Information/Action section for discussion. Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

**Yes** Cassandra Bautista

**Yes** Joe Esquivel

**Yes** Edith Martinez-Cortes

**Absent** Ramon Rodriguez

**Yes** Eleanor Torres

## **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.

**Minutes:**

There were no public comments on closed session items.

## **4. Closed Session**

**Minutes:**

President Torres adjourned the meeting into closed session at 5:06 p.m.

### **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**

**Minutes:**

President Torres reconvened the meeting into open session at 6:21 p.m.

### **1. Report of Closed Session**

**Minutes:**

President Torres reported the following action took place during closed session:

President Torres moved to approve the engagement letter with Chuck W. Cohen, Esq. pursuant to which the District will engage Mr. Cohen to assist in the processing of certain entitlements for the El Rio School at the cost of \$15,000, plus an additional flat fee of \$10,000 if the City of Oxnard approves the filing of an annexation application with LAFCO and City required project entitlements and further move to authorize the Superintendent to execute the agreement. The motion was second by Trustee Edith Martinez-Cortes. Motion passed, vote 4-0.

Upon motion of Trustee Bautista and second of Trustee Esquivel, the Governing Board moved to take action and expel student #5062164.

## **6. Presentations/Recognitions**

### **1. Garden Video Presentation**

**Minutes:**

Gena Mathwin, Teacher at Rio Vista, presented a Garden Video and handouts for the Governing Board.

## **7. Communications**

### **1. Acknowledgement of Correspondence to the Board**

**Minutes:**

There was no written correspondence to the board.

## **2. Board Member Reports**

Minutes:

Board member reports were heard from Trustee Esquivel and President Torres.

## **3. Organizational Reports - RTA/CSEA/Other**

Minutes:

Organizational reports were heard from Patrick Radford, President CSEA.

## **4. Superintendent Reports**

Minutes:

Superintendent Puglisi was absent.

**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.**

Minutes:

There were no public comments.

## **8. Information**

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

Minutes:

Dr. Joel Kirschenstein, presented the Draft Initial Study/Mitigated Negative

Declaration Proposed for Riverpark West K8 Steam School.

## **2. Business Services Update**

Minutes:

Kristen Pifko, Assistant Superintendent of Business Services updated the Governing Board on the following:

1. Facilities
2. Child Nutrition

## **3. Educational Services Update**

Minutes:

Oscar Hernandez, Assistant Superintendent of Educational Services, updated the Governing Board on the following:

1. First Five Preschool
2. Special Education
3. ELD/RtI
- 4. Grand Canyon Educational Partnership Agreement**

Minutes:

Carolyn Bernal, Director of Human Resources, presented information regarding the Grand Canyon Partnership Agreement.

## **9. Information/Action**

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

**Motion Passed:** Staff recommends the approval of the Agreement for Bond and Disclosure Counsel Services with Parker and Covert LLP. Passed with a motion by Joe Esquivel and a second by Edith Martinez-Cortes.

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

### **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.**

**Motion Passed:** Staff recommends approval and adoption of the resolution. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

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

**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.**

**Motion Passed:** Staff recommends approval and adoption of the resolution. Passed with a motion by Edith Martinez-Cortes and a second by Cassandra Bautista.

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

**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.**

**Motion Passed:** Staff recommends approval and adoption of the Resolution. Passed with a motion by Joe Esquivel and a second by Cassandra Bautista.

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

**5. Approval of the revised Contract and Fee Schedule for Architecture for Education**

**Motion Passed:** Staff recommends the approval of the revised contract for Architecture for Education. Passed with a motion by Cassandra Bautista and a



second by Joe Esquivel.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Absent Ramon Rodriguez

Yes Eleanor Torres

## **6. 2016/2017 Academic Calendar**

**Minutes:**

This item was tabled to the next regularly scheduled meeting.

## **7. Classified Management Job Description - Coordinator 1 - Social Media and Multimedia Specialist**

**Motion Passed:** It is recommended the board approve the new job description. Passed with a motion by Joe Esquivel and a second by Cassandra Bautista.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Absent Ramon Rodriguez

Yes Eleanor Torres

## **8. Approval of Spanish III Course Description**

**Motion Passed:** Educational Services recommends board approval of attached course description. Passed with a motion by Joe Esquivel and a second by Edith Martinez-Cortes.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Absent Ramon Rodriguez

Yes Eleanor Torres

## **9. Memorandum of Understanding with the Boys and Girls Club of Oxnard and Port Hueneme for 2016/2017 to Provide After school Programs**

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

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Absent Ramon Rodriguez

Yes Eleanor Torres

## **10. Consent Agenda**

**Motion Passed:** Passed with a motion by Joe Esquivel and a second by Edith Martinez-Cortes.

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

- 1. Approval of the Minutes of the Special Board Meeting of March 9, 2016**
- 2. Approval of the Minutes of the Regular Board Meeting of March 9, 2016**
- 3. Approval of the Donation Report**
- 4. Approval for RSD Staff to Attend EdLeader21 NIC STEM 100 Site Visit in Fairfax, Virginia, May 2-4, 2016**
- 5. Personnel Report - April 2016**
- 6. Authorization of Teaching Assignment-Multiple Subject**
- 7. Spanish Language Arts Course Description**
- 8. Ratification of the Commercial Warrant Register**
- 9. CSUCI Student Teacher Agreement**
- 10. Approval of the Migrant Debate Team Field Trip to Fresno, CA May 13-16, 2016**
- 11. Approval of Overnight field trip for PBL To Spork or Not to Spork Culminating Activity at Monterey Bay Aquarium**
- 12. Approval to Declare Bus No. 1 as Obsolete**

**Motion Passed:** The staff believes this bus should be obsoleted due to its age and because parts are no longer available to fix it. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

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

**13. Approval for RSD Certificated Staff Participation in the Welte Institute for Oaxacan Studies Two Week Mixtec Immersion Program in Oaxaca, Mexico**

**14. Approval to Attend the ISTE Conference, Denver CO, June 25, 2016**

**15. Renewal of Newsela Agreement for 2016/2017 School Year**

**Motion to Amend Passed:** Table to the next regularly scheduled board meeting pending more information. Passed with a motion by Eleanor Torres and a second by Cassandra Bautista.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Absent Ramon Rodriguez

Yes Eleanor Torres

**16. Williams Quarterly Complaint Report**

**17. Approval to Declare Obsolete Instructional Textbooks**

**18. Bright Bytes Early Warning Software Renewal**

**Motion Passed:** Table the renewal of Bright Bytes Early Warning Software to the next regularly scheduled meeting pending more data. Passed with a motion by Cassandra Bautista and a second by Edith Martinez-Cortes.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Absent Ramon Rodriguez

Yes Eleanor Torres

**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.**

**20. Approval of proposal for Color New Co. for exterior painting and repairs at Rio Del Valle Middle School.**

**21. Extension of the Tetra Tech Contract to perform services to July 30, 2016 for Task 6.**

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

**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.**

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

**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.**

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

**11. Organizational Business**

**1. Items for Future Board Meetings**

**2. Future Meeting Dates: May 11, 2016**

**12. Adjournment**

Minutes:

President Torres adjourned the meeting at 9:00 p.m.

Presented and approved this 11<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Clerk of the Board Date

\_\_\_\_\_  
Secretary Date

**11.2**





**Agenda Item:** 11.2. Approval of the Donation Report

**Speaker:** Superintendent Puglisi

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

Site	Donor	Use of Donation	Amount
Rio Del Norte	Wells Fargo	Celebrations	403.83
Rio Plaza	Whole Kids Foundation	Garden	2000.00
Rio Vista	Wells Fargo	Incentives	193.82
Rio Vista	Lifetouch	Incentives	210.00

**Financial Impact:** Fiscal Impact: All monies applied towards sites

**Attachments:**





**11.3**





**Agenda Item:** 11.3. Approval of the Personnel Report - May 2016

**Speaker:** Carolyn Bernal, Director of Human Resources

**Rationale:** The personnel report for May 2016 is presented for approval.

**Recommended Motion:** It is recommended the Governing Board approve the May 2016 personnel report as presented.

**Attachments:**  
May 2016 Personnel Report



## **RIO SCHOOL DISTRICT**

**May 11, 2016**

### **Certificated Personnel Report**

#### **Certificated Ratification of Employment:**

Hayes, Maureen, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 8/22/2016  
Martinez, Max, Special Education Teacher/Resource Specialist, Rio Vista, (1.0) FTE, effective 8/22/2016  
Maugeri, Kristen, Middle School Teacher, Rio Vista, (1.0) FTE, effective 8/22/2016  
Ulloa, Saul, Special Education Teacher/Resource Specialist, Rio Real, (1.0) FTE, effective 8/22/2016

#### **Certificated Resignation:**

LeJeune, Laura, Resource Specialist, Rio Real, (1.0) FTE, effective 6/16/2016  
Lipper, Hannah, Elementary Teacher, Rio Lindo, (1.0) FTE, effective 6/30/2016

#### **Certificated Leave of Absence 2015/2016:**

Taylor, Natalie, SAI Teacher, Rio Rosales, (1.0) FTE, effective 6/3/2016-6/30/2016

#### **Certificated Return From Leave of Absence 2016/2017:**

Peters, Kaitlin, Elementary Teacher, Rio Del Norte, return from (.50) LOA, effective 7/1/2016

### **Classified Personnel Report**

#### **Classified Leave of Absence:**

Huber, Dustin, Instructional Assistant, Special Education, Rio Del Norte, effective 5/2/16 - 6/9/16

#### **Classified Ratification of Employment:**

Orozco, AnaLaura, Clerk Typist II, District Office, Educational Services, 5.75hrs, effective 4/11/16

#### **Classified Ratification of Summer School Employment:**

Aguilera, Elizabeth, Food Service Worker I, Summer School, Rio Vista, effective 6/20/16 - 8/19/16  
Alfaro, Andrea, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Alfaro, Maria, Food Service Worker I, Summer School, Rio Vista, effective 6/20/16 - 7/29/16  
Anderson, Mutsuko, Food Service Worker II, Summer School, Rio Vista, effective 6/20/16 - 7/29/16  
Arroyo Jr. Ignacio, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Ayala, Christine, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Barroso, Marlaena, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Borja, Jessica, Migrant Summer School/Fall Saturday Academy, Rio Plaza, effective 6/27/16 -7/22/16  
Balderrama, Gracie, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Conde, Ana Lee, Instructional Assistant, Special Education, Summer School, Rio Plaza, 7/5/16 -7/21/16  
Drake, Chanel, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Duckett, Jordan, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Garibay, Maria, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Garibay, Maria, Instructional Assistant, Migrant Summer School/Fall Saturday Academy, Rio Plaza, 6/27/16 -7/22/16  
Gonzalez, Manuela, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Gonzalez, Manuela, Instructional Assistant, Migrant Summer School/Fall Saturday Academy, Rio Plaza, 6/27/16 -7/22/16  
Grande, Karen, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Guzman, Blanca, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Guzman, Blanca, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Huber, Dustin, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Huber, Dustin, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16

Lara, Justina, Food Service Worker I, Summer School, Rio Vista, effective 7/25/16 - 8/24/16  
Martinez, Martha, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Martinez, Martha, Instructional Assistant, Migrant Summer School/Fall Saturday Academy, Rio Plaza, 6/27/16 -7/22/16  
Navarrete, Melissa, Clerk Typist II, Bilingual/Biliterate, Summer School, Rio Plaza, effective 6/23/16 - 7/22/16  
Ordaz, Elizabeth, Instructional Assistant, Migrant Summer School/Fall Saturday Academy, Rio Plaza, 6/27/16 -7/22/16  
Perez, Maria, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Perez, Maria, Instructional Assistant, Migrant Summer School/Fall Saturday Academy, Rio Plaza, 6/27/16 -7/22/16  
Revelez, Linda, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16  
Revelez, Linda, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Ruelas, Nicole, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Rugero, Mari, Instructional Assistant, Special Education, Summer School, Rio Plaza, 7/5/16 -7/21/16  
Samimi, Jaleh, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Seligman, Pam, Instructional Assistant, Math/Science Summer Academy, Rio Del Mar, effective 7/25/16 - 8/12/16  
Vargas, Elodia, Food Service Worker II, Summer School, Rio Vista, effective 6/20/16 - 8/19/16  
Varela, Stephanie, Food Service Manager, Summer School, Rio Vista, effective 6/20/16 - 8/19/16  
Zarate-Martinez, Jessica, Instructional Assistant, Migrant Summer School/Fall Saturday Academy, Rio Plaza, 6/27/16 -7/22/16  
Zamudio, Christopher, Instructional Assistant, Special Education, Summer School, Rio Plaza, 6/23/16 -7/21/16

**Classified Resignation:**

Hernandez, Regina, Food Service Worker I, Rio Rosales, 3hrs, effective 4/13/16

11.4







**Agenda Item: 11.4. Authorization of Teaching Assignment – Multiple Subject**

**Rationale:** Summary: Pursuant to Education Code Section 44256(b), the holder of a Multiple Subject Teaching Credential or a Standard Secondary Credential, who has completed 12 semester units, or 6 upper division or graduate units, of coursework at an accredited institution in each subject to be taught, is considered legally authorized to teach under this provision. The authorization shall be with the teacher’s consent.

The following teacher has accepted an assignment which requires the Governing Board’s authorization. It is requested that the Governing Board authorize this teaching assignment for the 2015-2016 school year.

<u>Teacher</u>	<u>Assignment</u>	<u>Credential</u>
Kimberly Landberg	English	Preliminary Multiple Subject

**Financial Impact:** None

**Recommended Motion:** It is recommended that the Governing Board authorize the teaching assignment for the teacher listed.

**Attachments:**



**11.5**





**Agenda Item:** 11.5. Ratification of the Commercial Warrant Register

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

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

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of \$1,455,716.30 which included processing payments for all funds of the District in the following amounts:

Fund 010 – General Fund	\$974,258.41
Fund 130 – Cafeteria Fund	\$188,297.74
Fund 211 – Building Fund	\$283,243.76
Fund 251 – CAPITAL FACILITIES – RESIDENTI	\$ 7,456.63
Fund 490 – Capital Projects Fund	\$ 2,513.43

Total: \$1,455,769.97  
 Less Unpaid Sales Tax Liability: - \$53.67  
 Net: \$1,455,716.30

**Financial Impact:** Financial Impact: \$1,455,716.30

**Funding Source:** Various funds as listed above.

**Recommended Motion:** Approve April 2016 Warrant.

**Attachments:**  
Warrant Register for April



## ReqPay12a

## Board Report

Checks Dated 03/31/2016 through 04/25/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021555	04/05/2016	Jenise A. Buckenberger	130-4300		84.55
5009021556	04/05/2016	Sandra Morales	010-5200		8.64
5009021557	04/05/2016	Veronica Rauschenberger	010-4300	149.11	
			010-5200	152.47	301.58
5009021558	04/05/2016	Darin C. Spencer	010-5200		374.00
5009021559	04/05/2016	Fumiko Kitazumi	130-5200		19.44
5009021560	04/05/2016	Dulce M. Heller	130-5200		48.82
5009021561	04/05/2016	Elizabeth Aguilera	130-5200		9.72
5009021562	04/05/2016	Pamela Waltmann	010-5200		26.19
5009021563	04/05/2016	Ronald Koenig	010-4300		288.00
5009021564	04/05/2016	Maristella S. LaMorena	010-5200		70.00
5009021565	04/05/2016	AnaLaura Orozco	010-5200		20.73
5009021566	04/05/2016	ACADEMIC THERAPY PUBLICATIONS	010-4300		95.04
5009021567	04/05/2016	Apex General Contractor	490-5800		1,976.00
5009021568	04/05/2016	Aswell Trophy	010-4300		60.91
5009021569	04/05/2016	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		3,621.05
5009021570	04/05/2016	BARON INDUSTRIES	010-4300		1,124.22
5009021571	04/05/2016	BC Rivron Construction	211-6170		8,760.00
5009021572	04/05/2016	Benner and Carpenter Inc.	010-5620		3,570.00
5009021573	04/05/2016	Big Ceramic Store	010-4300		252.11
5009021574	04/05/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		549.21
5009021575	04/05/2016	C D W GOVERNMENT, INC.	010-4300	4,721.56	
			010-4400	3,105.84	7,827.40
5009021576	04/05/2016	Curriculum Associates, Inc.	010-4300		1,068.07
5009021577	04/05/2016	Dolinka Group	010-5800		1,695.48
5009021578	04/05/2016	Driftwood Dairy	130-4710		7,342.55
5009021579	04/05/2016	Fry's Electronics	010-4300		510.94
5009021580	04/05/2016	Henry Wadsworth	010-5800		1,100.00
5009021581	04/05/2016	Blaine Kutin	010-5800		741.96
5009021582	04/05/2016	MJP COMPUTERS	010-5800		440.83
5009021583	04/05/2016	CENGAGE LEARNING	010-4200		2,940.01
5009021584	04/05/2016	Pegasus, Transit Inc	010-5800		1,610.00
5009021585	04/05/2016	PRAXAIR DISTRIBUTION INC	010-4300		43.75
5009021586	04/05/2016	Sam's Club Direct	010-4300	240.37	
			010-9320	334.80	
			130-4300	378.05	
			130-4710	12.96	966.18
5009021587	04/05/2016	SC Fuels	010-4300	1,492.19	
			010-4360	176.44	
			130-4300	135.25	1,803.88
5009021588	04/05/2016	SCHOOL SPECIALTY	010-4300		362.97
5009021589	04/05/2016	TAFT ELECTRIC	490-5800		537.43
5009021590	04/05/2016	VCOE	010-5200		40.00
5009021591	04/05/2016	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		612.00
5009021592	04/05/2016	Infant Message WINC	010-5200		500.00
5009021593	04/06/2016	United of Omaha Life Ins. Co.	010-9534		603.06

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

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Checks Dated 03/31/2016 through 04/25/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021594	04/06/2016	SISC FINANCE	010-9516 010-9534 010-6537	8,893.47 499,125.00 31,370.13	530,388.60
5009021595	04/07/2016	Sandra Morales	010-5200		108.64
5009021596	04/07/2016	Veronica Rauchonberger	010-4300		332.45
5009021597	04/07/2016	Erin E. Trujillo	010-5200		371.00
5009021598	04/07/2016	Patricia Cabrera	010-5200		126.64
5009021599	04/07/2016	Leif V. Lapiad	010-5200		58.56
5009021600	04/07/2016	Leann L. Olsen	010-5200		353.16
5009021601	04/07/2016	Jeanette D. Smith	010-4300		109.15
5009021602	04/07/2016	Elisha Winsor	010-5200		306.44
5009021603	04/07/2016	Jorge Napoles	010-5800		27.70
5009021604	04/07/2016	CITY OF OXNARD	010-5540		3,697.32
5009021605	04/07/2016	BLICK ART MATERIALS	010-4300		818.57
5009021606	04/07/2016	Driftwood Dairy	130-4710		13,361.99
5009021607	04/07/2016	SOUTHERN CALIF. EDISON	010-5520		25,070.22
5009021608	04/07/2016	THE GAS COMPANY	010-5530		2,954.74
5009021609	04/07/2016	GREATAMERICA FINANCIAL SVCS	010-5610		287.23
5009021610	04/07/2016	GUITAR CENTER	010-4300 010-4400	5,899.36 721.38	6,620.74
5009021611	04/07/2016	HARRIS WATER CONDITIONING	010-5540		201.24
5009021612	04/07/2016	Julie Avnli	211-5800		6,670.00
5009021613	04/07/2016	OFFICE DEPOT	010-4300		7,252.15
5009021614	04/07/2016	RIO PLAZA WATER COMPANY	010-5540		1,754.99
5009021615	04/07/2016	SYSCO VENTURA	130-4710		70,017.06
5009021616	04/07/2016	THE BERRY MAN, INC.	130-4710		20,168.85
5009021617	04/07/2016	ZANGLE NATIONAL USERS GROUP ATTN: JOHN GETCHELL	010-6200		250.00
5009021618	04/11/2016	Teresa R. Ivey	010-5200		150.00
5009021619	04/11/2016	Architecture for Education Incorporated	211-6101		17,386.25
5009021620	04/11/2016	Assistance League School	010-5800		9,420.00
5009021621	04/11/2016	CDE/CASHIER'S OFFICE	130-9320		618.80
5009021622	04/11/2016	C D W GOVERNMENT, INC.	010-4400		2,151.09
5009021623	04/11/2016	Dominos Pizza	130-4710		1,406.98
5009021624	04/11/2016	School Specialty	010-4300		10,110.41
5009021625	04/11/2016	GRD CONSTRUCTION, INC.	211-5810		10,264.60
5009021626	04/11/2016	Harvest Santa Barbara	130-4710		10,649.00
5009021627	04/11/2016	HERITAGE VALLEY BUS INC.	010-5800		1,166.86
5009021628	04/11/2016	Jive Communications	010-5800		4.63
5009021629	04/11/2016	LAZEL	010-4300 010-5800	332.32 332.32	664.64
5009021630	04/11/2016	MJP COMPUTERS	010-5800		2,903.92
5009021631	04/11/2016	Myers, Widders, Gibson, Jones	010-5802 251-5802	66.79 66.21	135.00
5009021632	04/11/2016	NICK RAIL MUSIC	010-4300	53.31	
5009021633	04/11/2016	NYELAND ACRES WATER COMPANY	010-4400 010-5540	393.49	446.80 356.65

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Checks Dated 03/31/2016 through 04/25/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021634	04/11/2016	OFFICE DEPOT	010-4300		2,062.81
5009021635	04/11/2016	Oriental Trading Company, Inc.	010-4300	499.92	
			Unpaid Sales Tax	37.03-	462.89
5009021636	04/11/2016	OXNARD ELEM SCHOOL DISTRICT	010-7141		4,577.40
5009021637	04/11/2016	P & R Paper Supply Co., Inc.	130-4300	649.36	
			130-9320	12,117.80	12,867.16
5009021638	04/11/2016	PASSAGEWAY, INC.	010-5800		7,027.91
5009021639	04/11/2016	PEARSON ASSESSMENTS	010-4300		41.32
5009021640	04/11/2016	PERMA BOUND	010-4300		627.39
5009021641	04/11/2016	Pioneer Chemical Co	010-9320		982.80
5009021642	04/11/2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-4300	387.50	
			010-5800	897.00	1,284.50
5009021643	04/11/2016	SUN TRUST	010-7439		30,885.00
5009021644	04/11/2016	SUPER DUPER PUBLICATIONS	010-4300	224.83	
			Unpaid Sales Tax	16.64-	207.99
5009021645	04/11/2016	SYSCO VENTURA	130-4710		24,667.13
5009021646	04/11/2016	TAFT ELECTRIC	211-6190		710.16
5009021647	04/11/2016	THE BERRY MAN, INC.	130-4710		25,981.96
5009021648	04/11/2016	Tammy Van Fleet, PHD, BCBAD	010-5800		3,875.00
5009021649	04/11/2016	VCOE	010-5200	200.00	
			010-5800	74,950.00	75,150.00
5009021650	04/11/2016	VENTURA REFRIGERATION SALES & SERVICE	130-5600		395.25
5009021651	04/11/2016	Vocabulary Spelling City, Inc.	010-4300		380.00
5009021652	04/12/2016	Manuela Chacon Gonzales	010-5200		12.93
5009021653	04/12/2016	Lisa Schwieder	010-5200		181.44
5009021654	04/12/2016	Lupe Sandoval	010-4300		35.26
5009021655	04/12/2016	Jacquelyn Fonseca	010-5200		47.04
5009021656	04/12/2016	Marie K. Story	010-5200		9.29
5009021657	04/12/2016	Oscar G. Hernandez	010-5200		66.96
5009021658	04/12/2016	360 Degree Custome Inc.	010-5800		17,956.25
5009021659	04/12/2016	Accelerate learning Inc	010-4200		4,420.66
5009021660	04/12/2016	Acer American Corporation	010-4300		6,222.59
5009021661	04/12/2016	ALL-PHASE ELECTRIC SUPPLY	010-4300		346.74
5009021662	04/12/2016	AMERICAN BUILDING COMFORT	010-5610		560.42
5009021663	04/12/2016	Apple Inc.	010-4400		12,538.32
5009021664	04/12/2016	Arrow Environmental International	010-5540		2,300.00
5009021665	04/12/2016	BARNES CHARTER, INC.	010-5800		5,349.00
5009021666	04/12/2016	C & M AUTO TRUCK ELECTRIC	010-5610		335.00
5009021667	04/12/2016	Children's Therapy Network Inc	010-5800		58.50
5009021668	04/12/2016	COGGS TIRE SERVICE	010-5610		52.61
5009021669	04/12/2016	Global Equity Communications	010-5800		4,095.00
5009021670	04/12/2016	Godoy Studios	010-5800		9,900.00
5009021671	04/12/2016	Grainger	010-4300		1,129.61
5009021672	04/12/2016	Blaine Kutin	010-5800		659.52
5009021673	04/12/2016	Learning Priority, Inc	010-5800		4,500.00

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Checks Dated 03/31/2016 through 04/25/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021674	04/12/2016	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	211-6202		14,980.00
5009021675	04/12/2016	RIO PLAZA WATER COMPANY	010-6540		1,754.99
5009021676	04/12/2016	Terrain Software	010-4300		80.95
5009021677	04/12/2016	Tutorial Services	010-5800		360.61
5009021678	04/12/2016	Professional Tutors of America	010-5800		68.00
5009021679	04/12/2016	UNITED WATER CONSERVATION DIST.	010-5540		2,119.91
5009021680	04/12/2016	U.S. Bank Corporate Payment Systems	010-4300	9,376.22	
			010-5200	1,629.55	
			010-5800	5.38	
5009021681	04/12/2016	VCOE	010-5800		11,011.15
5009021682	04/12/2016	VENTURA COUNTY SCHOOL BOARD ASSOCIATION	010-5200		6,266.25
					30.00
5009021683	04/12/2016	Sokikom	010-5800		750.00
5009021684	04/12/2016	Voice of Hope	010-5800		360.00
5009021685	04/14/2016	Augustine Garcia	010-5200		125.00
5009021686	04/14/2016	Nora Alfaro	010-5200		28.69
5009021687	04/14/2016	Melanie Martin	010-5200		306.05
5009021688	04/14/2016	Leann M. Guzik	010-4300		88.53
5009021689	04/14/2016	Karen Horde	010-5200		274.72
5009021690	04/14/2016	Melissa Navarrete	010-5200		17.50
5009021691	04/14/2016	Monica O. Rivera	010-5200		155.20
5009021692	04/14/2016	Gertraud Tomlinson	010-5200		35.00
5009021693	04/14/2016	AMB MOBILE TRUCK REPAIR, LLC	010-6920		160.00
5009021694	04/14/2016	Agromin Horticultural Products	010-4360		27.50
5009021695	04/14/2016	ALL-PHASE ELECTRIC SUPPLY	010-4300		543.87
5009021696	04/14/2016	ALLIED STORAGE CONTAINERS	010-4400		216.00
5009021697	04/14/2016	APPLIED BACKFLOW TECHNOLOGIES	010-5540		640.50
5009021698	04/14/2016	ARC	251-5800		69.12
5009021699	04/14/2016	Belson Outdoors	211-4400		16,130.00
5009021700	04/14/2016	CALIFORNIA ELECTRIC COMPANY	211-6190		36,665.25
5009021701	04/14/2016	CALIFORNIA SCHOOL MANAGEMENT	010-5800		3,150.00
5009021702	04/14/2016	City Of Oxnard-City Treasurer	010-5561		292.76
5009021703	04/14/2016	Fence Factory	010-4300	130.31	
			010-5620	524.20	
			211-6275	2,490.00	
5009021704	04/14/2016	FERGUSON ENTERPRISES, INC.	010-4300		3,150.51
5009021705	04/14/2016	FGL Environmental	010-5800		528.54
5009021706	04/14/2016	FRANKLIN TRUCK PARTS, INC.	010-4300		260.00
5009021707	04/14/2016	GIBBS INTERNATIONAL	010-5610		1,003.89
5009021708	04/14/2016	Golden State Alarms, Inc.	010-5610		4,990.95
5009021709	04/14/2016	GOLDEN STATE SYSTEMS	010-4300		5,029.23
5009021710	04/14/2016	HOME DEPOT CREDIT SERVICES	010-4300	2,184.32	
			010-4390	243.77	
5009021711	04/14/2016	Jive Communications	010-5800		2,428.06
5009021712	04/14/2016	Kimball Midwest	010-4300		658.81
					524.84

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Board Report

Checks Dated 03/31/2016 through 04/25/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021713	04/14/2016	Lawson Products	010-4300		200.72
5009021714	04/14/2016	MAXIM STAFFING SOLUTIONS	010-5800		460.80
5009021715	04/14/2016	McCARTY & SON'S TOWING	010-5610		330.00
5009021716	04/14/2016	MONTGOMERY HARDWARE CO.	010-4300	363.64	
			010-4335	64.09	427.73
5009021717	04/14/2016	Myers, Widders, Gibson, Jones	010-5802	4,866.98	
			251-5802	4,969.30	9,836.28
5009021718	04/14/2016	PACIFIC SERVICES	010-5610		8,932.00
5009021719	04/14/2016	Pleasant Valley School District	Accounts Payable	010-7141	1,096.00
5009021720	04/14/2016	REPUBLIC ELEVATOR COMPNAY	010-5620		283.42
5009021721	04/14/2016	SANTA BARBARA COUNTY OF	EDUCATION	010-5200	5,400.00
5009021722	04/14/2016	VENTURA COUNTY SHERIFF'S DEPT.	BUSINESS OFFICE	010-5800	12,658.88
5009021723	04/18/2016	Kim M. Fairchild	010-4300		31.80
5009021724	04/18/2016	Augustine Garcia	010-5200		175.00
5009021725	04/18/2016	Jay H. Sorensen	010-5200		45.60
5009021726	04/18/2016	Michael A. Vollmert	010-5200		384.16
5009021727	04/18/2016	AUTO CITY GLASS	010-5610		1,699.88
5009021728	04/18/2016	BALFOUR BEATTY CONSTRUCTION	251-5800		2,330.00
5009021729	04/18/2016	CASBO SB & VENT CO. SUBSECTION	010-5200		300.00
5009021730	04/18/2016	CLub Z! In home tutoring Srvces.Inc	010-5800		455.00
5009021731	04/18/2016	COGGS TIRE SERVICE	010-5610		97.06
5009021732	04/18/2016	CORNWALL SECURITY SERVICES	010-5800		5,760.00
5009021733	04/18/2016	Environmental Testing Assoc.	211-6235		3,890.00
5009021734	04/18/2016	Ewing Irrigation Products Inc	010-4360		171.71
5009021735	04/18/2016	Footworks Youth Ballet	010-5800		184.00
5009021736	04/18/2016	GIBBS INTERNATIONAL	010-4300		437.13
5009021737	04/18/2016	Marcus Lopez	010-5800		250.00
5009021738	04/18/2016	O'Reilly Auto Parts	010-4300		711.35
5009021739	04/18/2016	Southern Counties Oil Co	010-4300		460.21
5009021740	04/18/2016	Pacific Equipment	010-5610		646.79
5009021741	04/18/2016	PARKHOUSE TIRE, INC.	010-5610		599.58
5009021742	04/18/2016	PEARSON EDUCATION, INC.	010-4200		472.55
5009021743	04/18/2016	SAFETY-KLEEN, INC.	010-5800		1,961.83
5009021744	04/18/2016	SC Fuels	010-4300	2,001.47	
			010-4360	335.43	
			130-4300	148.93	2,485.83
5009021745	04/18/2016	SERVICE PRO-FIRE PROTECTION, I	010-5620		1,280.00
5009021746	04/18/2016	Smith Pipe & Supply	010-4360		193.24
5009021747	04/18/2016	PETROLEUM TELECOM DBA TELECOM COMMUNICATIONS	010-4300		1,435.28
5009021748	04/18/2016	Traffic Technologies, LLC	010-4300		91.80
5009021749	04/18/2016	Tubbs Bros.	010-5610		465.00
5009021750	04/18/2016	U.S. Bank Corporate Payment Systems	010-4200	72.19	
			010-4300	815.92	
			010-5200	70.00	

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ESCAPE  
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Checks Dated 03/31/2016 through 04/25/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021750	04/18/2016	U.S. Bank Systems Corporate Payment	010-5600	178.00	1,136.11
5009021751	04/18/2016	VENTURA COUNTY APCD	010-5800		565.00
5009021752	04/18/2016	Sunbelt Rentals	010-5630		827.86
5009021753	04/18/2016	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		1,704.00
5009021754	04/18/2016	YAMA LAWNMOWER REPAIR	010-4360		144.67
5009021755	04/18/2016	ZWAAG Termite Control, Inc	010-5800		595.00
5009021756	04/19/2016	1 Ipad Gratis LLC	010-5800		1,778.40
5009021757	04/19/2016	1 online Tutoring LLC	010-5800		1,002.10
5009021758	04/19/2016	ALL-PHASE ELECTRIC SUPPLY	010-4300		702.97
5009021759	04/19/2016	AMERICAN EXPRESS	010-5800		1,774.77
5009021760	04/19/2016	CASA PACIFICA	010-5800		3,366.00
5009021761	04/19/2016	FAGEN FRIEDMAN & FULFROST, LLP	010-5200		540.00
5009021762	04/19/2016	FGL Environmental	010-5800		81.00
5009021763	04/19/2016	FOOD SHARE, INC.	010-4300		20.00
5009021764	04/19/2016	Hip Hop Mindset	010-5800		-420.00
5009021765	04/19/2016	Hughes General Engineering	211-6175		165,300.00
5009021766	04/19/2016	MAXIM STAFFING SOLUTIONS	010-5800		240.00
5009021767	04/19/2016	NV/S	211-6135		997.50
5009021768	04/19/2016	Pegasus, Transit inc	010-5800		825.00
5009021769	04/19/2016	Restoration Hardwood Flooring	010-5620		6,850.00
5009021770	04/19/2016	School Bus Parts Co.	010-4300		1,885.36
5009021771	04/19/2016	U.S. Bank Systems Corporate Payment	010-4300	1,474.05	
			130-5600	184.19	1,658.24
5009021772	04/19/2016	VENTURA COUNTY ASSOCIATION OF	010-5200		130.00
			<b>Total Number of Checks</b>	<b>218</b>	<b>1,455,716.30</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	188	974,258.41
130	Cafeteria Fund	19	188,297.74
211	Building Fund	12	283,243.76
251	CAPITAL FACILITIES - RESIDENTI	4	7,456.63
490	Capital Projects Fund for Blen	2	2,513.43
<b>Total Number of Checks</b>		<b>218</b>	<b>1,455,769.97</b>
<b>Less Unpaid Sales Tax Liability</b>			<b>53.67-</b>
<b>Net (Check Amount)</b>			<b>1,455,716.30</b>

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

ESC/PL ONLINE

**11.6**





**Agenda Item:** **11.6. Approval of Agreement for Police School Resource Officer Services and Cost Sharing with the City of Oxnard.**

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

**Rationale:** The Oxnard Police Department currently provides the services of one School Resource Officer (SRO) to RSD elementary and intermediate school campuses for a total of fourteen hours a week. The SRO works with the school sites to meet the needs of each school's intracurricular and extracurricular activities.

Additionally, the School Resource Officer unit is available to support our district when incidents occur.

The district requests approval to renew the agreement for the 2016/2017 school year.

**Financial Impact:** Financial Impact: \$45,240.00 (26% of the cost of an officer)

Funding Source: Safety Funds

**Recommended Motion:** Staff recommends approving the Agreement for Police School Resource Officer Services and Cost Sharing for the 2016/2017 school year.

**Attachments:**  
Oxnard Police Agreement





**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Rio School District (“**RSD**” or “**District**”) is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. **Scope of Services.** The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. **Method of Performing Services.** Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Twenty Six percent (26%) of the cost to operate and administer the SRO program for FY 2016-17 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Five Thousand Two Hundred and Forty Dollars (\$45,240) (26% of the cost of an officer) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Kristen Pifko, Assistant Superintendent of Business Services Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

District:

Rio School District  
2500 Vineyard Avenue, #100  
Oxnard, CA 93036  
Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

RIO SCHOOL DISTRICT

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Jeri Williams, Police Chief

## **EXHIBIT "A"**

### **SRO Guidelines**

#### **ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

#### **DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### **RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

- suspicion.
3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
  4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### **SRO TRAINING REQUIREMENTS**

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### **PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR**

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### **TECHNOLOGY SERVICES AND SUPPORT**

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

