



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

June 8, 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
6/8/2016 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

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 Labor Negotiators [Government Code 54957.6] Agency Designated Representatives: RSD Negotiating Team Employee Organization: RTA, CSEA, Certificated and Classified Management and other non-union represented groups.
3. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016 and 2016/2017
4. Public Employee Discipline/Dismissal/Release [Government Code 54957]

5. Reconvene in Open Session

1. Report of Closed Session

6. Public Hearing

1. Public Hearing on the Local Control Accountability Plan

Oscar Hernandez,
Assistant
Superintendent of
Educational Services

2. 2016/2017 Budget

Kristen Pifko,
Assistant
Superintendent of
Business Services

3. Proposed Riverpark West K-8 STEAM Project Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration



7. Communications

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

8. Information

- 1. Educational Services Update

9. Information/Action

- 1. Approval of the Final Study/Mitigated Negative Declaration Proposed Riverpark West K8 STEAM School Superintendent Puglisi

- 2. Approval of the Reading & Writing: Informational Text Course Description Oscar Hernandez,
Assistant
Superintendent of
Educational Services

- 3. Approval of Horticulture Course Description Oscar Hernandez,
Assistant
Superintendent of
Educational Services

- 4. Approval of the Mediated Proposal of the Complete Resolution for 2015/2016 Rio Teachers' Association Negotiations Carolyn Bernal,
Director of Human
Resources

- 5. Approval of Award of Bid to Venco Electric, Inc. for the Transformer and Switchgear Replacement at Rio Lindo Elementary School. Kristen Pifko,
Assistant
Superintendent of
Business Services

- 6. Second and Final Reading of CSBA Board Policy Updates Superintendent Puglisi

- 7. Out of State Travel Approval for School Garden Certificate Training in Oregon Oscar Hernandez

- 8. Approval of Engage 2 Learn Agreement Oscar Hernandez

10. Consent Agenda

- 1. Approval of the Minutes of the Regular Board Meeting of May 11, 2016
 - 2. Approval of the Donation Report
 - 3. Ratification of the Commercial Warrant Register
- Superintendent Puglisi
Kristen Pifko,
Assistant
Superintendent of
Business Services



- | | |
|---|---|
| 4. Approval of the Personnel Report | Carolyn Bernal,
Director of Human
Resources |
| 5. Approval of the National University Internship Program Agreement | Carolyn Bernal,
Director of Human
Resources |
| 6. Approval of Emerald Data Solutions BoardDocs Pro Formal Proposal | Superintendent Puglisi |
| 7. Approval of Ongoing Professional Development Services FY1617 | Superintendent Puglisi |
| 8. Approval of the Service Agreement between Blaine Kutin and RSD to provide Data Analysis Services July 1 thru December 30, 2016 | Superintendent Puglisi |
| 9. Approval of the Service Agreement with Learning Priority Contract FY 1617 | |
| 10. Approval of Contract Renewal with Hank Wadsworth FY 2016/2017 | Superintendent Puglisi |
| 11. Approval of A-1 Truck & Equipment Estimate for the Painting of Bus Numbers 6, 7, and 12. | Kristen Pifko,
Assistant
Superintendent of
Business Services
Oscar Hernandez |
| 12. Approval of Advancement Via Individual Determination (AVID) Contract Renewal for 2016-2017 School Year | |
| 13. Approval of the Contract Renewal for Teaching for the Study of Educational Institutions (TSEI) FY 2016/2017 | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 14. Approval of National Spanish Spelling Bee Trip to San Antonio, Texas | Oscar Hernandez,
Assistant
Superintendent of
Educational Services
Oscar Hernandez |
| 15. Approval of the Mixteco/Indigena Community Organizing Project (MICOP) Contract Renewal FY 16-17 | |
| 16. Approval of Contracts for Speech Pathologist Services | |
| 17. Approval of System 44 and iRead Renewal FY 2016/2017 | |
| 18. Renewal of STEM Scope/Accelerate Learning Service Agreement FY 16/17 | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 19. Renewal of Sokikom Service Agreement | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 20. NFL portion of the Mixteco/Indigena Community Organizing Project (MICOP) contract renewal FY 16-17 | Oscar Hernandez,
Assistant
Superintendent of
Educational Services |
| 21. Approval of Child Development Resources Inc. (CDR) Contract Renewal FY 2016-17 | Oscar Hernandez |
| 22. Approval of Child Development Inc. (CDI) Contract Renewal FY 1617 | Oscar Hernandez,
Assistant |



- 23. Approval of the Contract Agreement between RSD and Newsela FY 2016/2017

Superintendent of Educational Services
Oscar Hernandez,
Assistant Superintendent of Educational Services
- 24. Approval of contract with Ventura County Sheriff's Office for a School Resource Officer at Rio Del Valle Middle School.

Kristen Pifko,
Assistant Superintendent of Business Services
- 25. Approval of Resolution 1516/33 Appropriation Transfers

Kristen Pifko,
Assistant Superintendent of Business Services
- 26. Approval of Resolution 1516/32 Temporary Loans Between District Funds

Kristen Pifko,
Assistant Superintendent of Business Services
- 27. Approve the Contract for the Annual Audits by Vavrinek, Trine, Day & Co., LLP. for years ending June 30, 2017, 2018, and 2019, Both the Financial Audit and the Audit of Bond Proceeds.

Kristen Pifko,
Assistant Superintendent of Business Services
- 28. Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System

Kristen Pifko,
Assistant Superintendent of Business Services
- 29. Approve estimate from Ike's Pump & Drilling, Inc. to Replace the Well Pump at Rio Real School.

Kristen Pifko,
Assistant Superintendent of Business Services
- 30. Approval of Resolution No. 1516-32 for the Notice of Completion of the Exterior Repairs and Painting at Rio Del Valle Middle School by Color New Co.

Kristen Pifko,
Assistant Superintendent of Business Services
- 31. School Specialty has submitted a quote for trash receptacles and site furnishings at Rio Rosales Elementary School.

Kristen Pifko,
Assistant Superintendent of Business Services
- 32. Approval of bid from Fence Factory for the repair and replacement of current fence at Rio Rosales Elementary School.

Kristen Pifko,
Assistant Superintendent of Business Services
- 33. Approval of the invoice from Shade Structures for the replacement of the fabric shades at Rio Del Mar Elementary School.

Kristen Pifko,
Assistant Superintendent of Business Services



34. School Specialty has submitted a Quote for installing trash cans and benches around the Rio Del Valle Middle School campus.

Kristen Pifko,
Assistant
Superintendent of
Business Services

35. Change Order for Quiel Signs for additional costs at Rio Plaza School.

Kristen Pifko,
Assistant
Superintendent of
Business Services

36. Quote from Belson Outdoors for Victorian Series Round Planters at Rio Rosales Elementary School.

Kristen Pifko,
Assistant
Superintendent of
Business Services

37. Approval of proposal from KBZ Architects (Kruger Bensen Ziemer Architects, Inc.) for the installation of new ceilings at Rio Del Norte Elementary school.

Kristen Pifko,
Assistant
Superintendent of
Business Services

38. Approval of Contract with Julie Avnit, Facilities Bond Consultant, for Bond Financial Services

Kristen Pifko,
Assistant
Superintendent of
Business Services

39. Approval of Bid from John S. Bascom Inc, dba Precision Plumbing-Mechanical for the repair and replacement of drinking fountains and hydration stations at Rio Rosales Elementary School, Project #16-0055G-1.

Kristen Pifko,
Assistant
Superintendent of
Business Services

40. Approval of bid from MM Mechanical, Inc. for Project #16-0057G-1 for the repair and installation of five new drinking fountains and hydration stations at Rio Vista Middle School.

Kristen Pifko,
Assistant
Superintendent of
Business Services

11. Organizational Business

1. Items for Future Board Meetings

2. Future Meeting Dates:

12. Adjournment

3.0



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

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

Attachments:

4.1



Agenda Item:

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

Attachments:



Agenda Item:

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

Attachments:

4.4



Agenda Item: **4.4. Public Employee Discipline/Dismissal/Release [Government Code 54957]**

Attachments:

6.1



Agenda Item: 6.1. Public Hearing on the Local Control Accountability Plan

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: The District Local Control Accountability Plan (LCAP) Committee and Parent and English Learner Advisory Councils have assisted in the shaping of District goals, metrics to measure growth, action steps, services, and expenditures. The Rio School District has engaged community members, pupils, local bargaining units, and other stakeholders through a variety of venues during this process.

As part of the development process, the District also engaged other district-wide councils and leadership committees through meetings, surveys, and community forums. In addition, site administrators presented information regarding the LCAP and Local Control Funding Formula to their Parent-Teacher Associations, School Site and English Learner Advisory Councils, and they encouraged stakeholders to participate in the development of the District's LCAP by providing feedback pertaining to the goals, actions, and services proposed in the plan.

Prior to adopting the LCAP, the Governing Board shall hold at least one public hearing to solicit recommendations and comments from the public regarding the specific actions and expenditures.

The public hearing at the Board meeting on June 8, 2016, satisfies the statutory requirement.

Financial Impact: Not applicable

Recommended Motion: Staff recommends Board approval.

Attachments:
LCAP Public Hearing Notice

PLEASE POST on Thursday, May 26, 2016

**RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA**

**NOTICE OF
PUBLIC HEARING**

Local Control Accountability Plan (LCAP)

June 8, 2016

6:00 p.m.

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

The public hearing will be held during a special Governing Board meeting of the Rio School District to be held on Wednesday, June 8, 2016, at 6:00 p.m. at the Rio School District Board Room, 3300 Cortez Street, Oxnard.

PLEASE POST on Thursday, May 26, 2016



Agenda Item: 6.2. 2016/2017 Budget

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Attachments:
Budget



PLEASE POST ON FRIDAY, MAY 27, 2016

**RIO SCHOOL
DISTRICT**

NOTICE OF PUBLIC HEARING

2016/17 BUDGET

June 8, 2016

6:00 p.m.

The Governing Board of the Rio School District will hold a Public Hearing to take testimony from the public on the District's budget for the 2016/17 Fiscal Year.

Copies of the 2016/17 Budget report for the Fiscal Year 2016/17 are available at the Rio School District Office located at 2500 Vineyard Avenue, Oxnard, CA 93036. Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m. (excluding holidays).

The public hearing will be held during the Governing Board meeting of the Rio School District to be held on Wednesday, June 8, 2016 at 6:00 p.m. at the Office of Student and Family Services Board Room, 3300 Cortez Street, Oxnard, CA 93036.

PLEASE POST ON FRIDAY, MAY 27, 2016





Agenda Item: 6.3. Proposed Riverpark West K-8 STEAM Project Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration

**Attachments:
Riverpark Proposed**



PLEASE POST ON FRIDAY, MAY 27, 2016

**RIO SCHOOL
DISTRICT**

NOTICE OF PUBLIC HEARING

**PROPOSED RIVERPARK WEST
K-8 STEAM SCHOOL PROJECT**

**NOTICE OF AVAILABILITY/NOTICE OF INTENT TO
ADOPT A MITIGATED NEGATIVE DECLARATION**

June 8, 2016

6:00 p.m.

The Governing Board of the Rio School District will hold a Public Hearing regarding the proposed Riverpark West K-8 Steam School Project.

The public hearing will be held during the Governing Board meeting of the Rio School District to be held on Wednesday, June 8, 2016 at 6:00 p.m. at the Office of Student and Family Services Board Room, 3300 Cortez Street, Oxnard, CA 93036.

PLEASE POST ON FRIDAY, MAY 27, 2016





Agenda Item: 7.4. Superintendent Reports

Rationale: Superintendent Puglisi will provide an update regarding:

- Master Plan Update
- K8 STEAM School Policies/Plan/Development

Attachments:

7.5



Agenda Item: 7.5. Public Comment

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

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

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

Attachments:

8.1



Agenda Item: **8.1. Educational Services Update**

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

- AVID
- MICOP
- Plaza Engage 2 Learn Update

Attachments:

9.1



Agenda Item: 9.1. Approval of the Final 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.

Copies of plan are available upon request.

Financial Impact: Financial Impact: None

Funding Source: None

Recommended Motion: Staff recommends approval.

Attachments:
Evacplan
Evacplan
Mitigation

9.2



Agenda Item: 9.2. Approval of the Reading & Writing: Informational Text Course Description

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: The main emphasis in Current Events is to explore global, national, and local issues considering both ELA and Social Studies curricula. For the ELA component, students employ strategies to construct meaning from reading informational text; plan and draft article summaries, opinion papers and comparison essays; and demonstrate the ability to write clear and grammatically correct sentences, paragraphs and compositions.

Students will describe and explain the causes, consequences, and geographical context of major national and global issues and events. Students use knowledge of the past to construct meaningful understanding of our diverse cultural heritage and to inform their civic judgments. Students will also engage each other in conversations and debates which attempt to clarify and resolve national and international policy issues.

Financial Impact: Not applicable

Recommended Motion: Staff recommends Board Approval.

Attachments:
Informational Text Course Description

Department	Electives		Grade	6, 7, 8	
Course Title	Reading & Writing: Informational Text	Course number		State number	
Course length	Trimester or Year Long	Required			
Placement Criteria	None				
Textbook	Materials/Resources: *Scholastic News Weekly Reader (both print and online editions, leveled, writing prompts, videos quizzes) Newsela (online news, leveled reading and quizzes) Tween Tribune from Smithsonian Institute (free online source) Supplemental videos, major and local newspapers and magazines				

COURSE DESCRIPTION:

The main emphasis in Current Events is to explore global, national, and local issues considering both ELA and Social Studies curricula. For the ELA component, students employ strategies to construct meaning from reading informational text; plan and draft article summaries, opinion papers and comparison essays; and demonstrate the ability to write clear and grammatically correct sentences, paragraphs and compositions.

Students will describe and explain the causes, consequences, and geographical context of major national and global issues and events. Students use knowledge of the past to construct meaningful understanding of our diverse cultural heritage and to inform their civic judgments. Students will also engage each other in conversations and debates which attempt to clarify and resolve national and international policy issues.

9.3



Agenda Item: 9.3. Approval of Horticulture Course Description

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: Horticulture is the art and science of growing plants either edible or ornamental. This class will be a hands-on experience in developing and maintaining a vegetable and flower garden on our campus. Topics include soil preparation, efficient water and fertilization practices, planting and transplanting, cultivation techniques, and maintaining healthy plants.

The instructor will present lessons on soil preparation, seeds and planting, plant life cycles, the garden habitat, harvesting, composting, from farm to table nutrition, and food around the world. In addition to the horticulture concepts mentioned, mathematical concepts such as measurement, data collection, and geometry will be touched upon.

Department	Electives	Grade	6,7,8
Course Title	Introductory Horticulture	Course number	State number
Course length	Trimester	Required	
Placement Criteria	None. Course offered contingent on enrollment.		
Textbook	Materials/Resources: Supplemental resources such as videos, journal articles, horticulture related articles, Captain Planet Lesson Plans etc....		

Financial Impact: Not applicable

Recommended Motion: Staff recommends board approval.

Attachments:
Horticulture Course Description

Introductory Horticulture:

Department	Electives	Grade	6,7,8
Course Title	Introductory Horticulture	Course number	State number
Course length	Trimester	Required	
Placement Criteria	None. Course offered contingent on enrollment.		
Textbook	Materials/Resources: Supplemental resources such as videos, journal articles, horticulture related articles, Captain Planet Lesson Plans etc....		

COURSE DESCRIPTION:

Horticulture is the art and science of growing plants either edible or ornamental. This class will be a hands-on experience in developing and maintaining a vegetable and flower garden on our campus. Topics include soil preparation, efficient water and fertilization practices, planting and transplanting, cultivation techniques, and maintaining healthy plants.

The instructor will present lessons on soil preparation, seeds and planting, plant life cycles, the garden habitat, harvesting, composting, from farm to table nutrition, and food around the world. In addition to the horticulture concepts mentioned, mathematical concepts such as measurement, data collection, and geometry will be touched upon.



Agenda Item: **9.4. Approval of the Mediated Proposal of the Complete Resolution for 2015/2016 Rio Teachers' Association Negotiations**

Speaker: Carolyn Bernal, Director of Human Resources

Rationale: The attached agreement completes the 15/16 negotiations between the RSD and RTA. The agreement includes a 1% one time off schedule bonus and language items regarding committee work, professional development compensation, class size for first grade, Instructional Assistant support for TK/K combos and scheduling of meetings and duty schedules.

Recommended Motion: It is recommended the board approve the mediated settlement between the RSD and RTA.

Attachments:
RSD and RTA Mediated Agreement 052516

Mediated Proposal for Complete Resolution for 2015/2016 Negotiations ✪
5-25-16

1. 1% additional off schedule bonus for the 2015-2016 school year, based on the 2015-2016 salary schedule. Bonus to be paid to employees in paid status upon the signing of the tentative agreement. Partial years of service to be prorated. RTA shall not receive a lower across the board salary schedule increase or across the board one time off schedule bonus than that agreed to by CSEA for the 2015-2016 school year. This clause does not apply to the addition of or reclassification of positions in either bargaining unit. The parties agree as part of this settlement, the MOU entered into with CSEA on October 14, 2014 concerning Instructional Assistants and the March 8, 2016 MOU concerning Instructional Specialist-Behavior do not trigger this provision.
2. Committees/Team After any site based committee, initiated by the principal or designee, meets more than fifteen hours in unpaid time in a given year, the members will be paid \$40 an hour for any additional hours. This does not apply to regular staff meetings, nor does it apply to committee meetings held during class time.
3. Unit members who create and facilitate professional development activities at the request of an administrator and the PD includes the development of a presentation will be paid one hour of planning time for each newly created presentation (with the exception of TOSAs).
4. 2016-2017, First grade class size shall be 26:1 using existing class size language. All other class size language remains the same.
5. TK/K combos shall receive 60 school days of a 4 hour instructional assistant commencing from the first day of the combo, or no later than 15 working days from the creation of the combination class. If the teacher desires an Instructional Assistant schedule for other than the first 60 days after the combo is created, he/she will work collaboratively with his/her site administrator to develop a mutually agreeable schedule within ten (10) working days from the first day of the combo. When the schedule is agreed upon, Human Resources will staff the Instructional Assistant assignment not later than 15 working days. If the District does not have sufficient IAs to support this assignment, the District shall be deemed compliant so long as the IA positions is being actively recruited.
6. Additional administration scheduled meetings cannot be scheduled on elementary teacher prep days and parent conferences days. However, IEP meetings may be scheduled on these days if mutually agreed to by the general and special education teacher and the site administrator.
7. All first through eighth grade classroom teachers will be placed on the duty schedule and all duties shall be equitably distributed. Duties are defined as before school, after school, and recess supervision. Kindergarten teachers will serve their own before and after school duty.
8. Change the article title "Salary" to "Compensation"

9. Combo reduction is always one less than the lower class size per contract language

10. New Employee salary placement will be no more than 7 years.

For the District

Carolyn Bernal

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For RTA

[Handwritten signature]

[Handwritten signature]

Martha King

[Handwritten signature]

[Handwritten signature]

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* subject to approval by RTA leadership
and governing Board of RIO ELEMENTARY School District

9.5



- Agenda Item:** **9.5. Approval of Award of Bid to Venco Electric, Inc. for the Transformer and Switchgear Replacement at Rio Lindo Elementary School.**
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** An upgrade of the electrical service at Rio Lindo has been planned and designed over the past year.
- Approval has been received from Southern California Edison to move forward with the project.
- Pursuant to Instructions to Bidders Article 31, the District intends to award the subject bid to the lowest responsive bidder, Venco Electric, Inc. for the Total Base Bid, subject to approval by the District's Board of Trustees.
- Financial Impact:** Financial Impact: \$110,000.00
- Funding Source: G Bond
- Comments:**
- Recommended Motion:** Staff recommends the Board approve the Bid from Venco Electric, Inc. for the transformer and switchgear replacement at Rio Lindo Elementary School.
- Attachments:**
Venco Bid



2500 Vineyard Avenue, Oxnard, CA 93036 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

May 3, 2016 Via E-Mail and Facsimile Transmission
vencoelectric@verizon.net/(805) 278-1959

Venco Electric, Inc.
Roy Martin (President)
2360 Sturgis Rd., Ste D
Oxnard, CA 93030

Confirmation via U.S. Postal Service

SUBJECT: Project #16-0050G Transformer & Switchgear Replacement at Rio Lindo Elementary Schools, Oxnard, CA

Dear Bidder:

On May 3, 2016, the Rio School District ("District") received bid responses for Bid 16-0050G Transformer & Switchgear Replacement at Rio Lindo Elementary School, Oxnard, CA as indicated below:

<u>Contractor</u>	<u>Total Base Bid</u>
Venco Electric Inc.	\$ 110,000.00
Taft Electric Electric Company	\$ 150,000.00
California Electric Company	\$ 182,500.00

Pursuant to Instructions to Bidders Article 31, the District intends to award the subject bid to the lowest responsive bidder, Venco Electric, Inc., for the Total Base Bid, subject to approval by the District's Board of Trustees. Recommendation of award will be heard during the Board of Trustees meeting on Wednesday, June 8, 2016. The open session will begin at 6:00 p.m. The meeting will be held in the District Office Board Room at the Office of Student & Family Services, which is located at 800 Cortez St., Oxnard, CA 93036.

Pursuant to Instruction to Bidders Article 34 Bid Protest, any bidder submitting a Bid to the District may file a protest of the District's intent to award the Contract to this office not more than two (2) calendar days following the date of issuance of the District Notice of Intent to Award the Contract.

The District would like to thank you for your participation and appreciates your time and effort in submitting a bid for this Project. If you have any questions regarding this transmittal, please do not hesitate to contact me at (805) 288-6618 or kpifko@rioschools.org.

Sincerely,

Kristen Pifko

Assistant Superintendent
Of Business Services

Cc: D. Kuykendall, Balfour Beatty Construction
K. Henderson, Balfour Beatty Construction

SECTION 00210

BID FORM

TO: RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 2500 Vineyard Avenue, Oxnard, CA 93036.

FROM: Venco Electric, Inc
(Name of Bidder as listed on License)
2360 Sturgis Rd., Ste #D
(Address)
Oxnard, CA 93030
(City, State, Zip Code)
(805) 278-1922 (805) 278-1959
(Telephone) (FAX)
Roy Martin - President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Transformer & Switchgear Replacement at Rio Lindo Elementary Schools, RSD Project # 16-0050G in accordance with the Contract Documents for the sum of:

"TOTAL" BASE Bid: Transformer & Switchgear Replacement at Rio Lindo Elementary Schools, RSD Project # 16-0050G

one hundred ten Thousand Dollars (\$ 110,000.00)
(Amount in Words) (In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

¹ Capital letters used herein shall have the same meanings as those set forth in the General Conditions on 700, unless otherwise defined herein.

1.2 Alternate Bid Items Proposal. Bidders must provide a proposal price for each additive or deductive alternate bid item set forth herein; failure to do so will result in rejection of the bid proposal for non-responsiveness. After the public opening and reading of the bids, the District will in its sole and exclusive discretion select all, some or none of the additive or deductive alternate bid items for inclusion in the Contract awarded hereunder. The foregoing notwithstanding, if the District elects to include some, but not all of the alternate bid items in the Contract to be awarded hereunder, the selection of such alternate bid items will be by priority, as follows:

Alternates are listed from the highest to lowest priority based on their numerical orders.

Add/Alternate Bid No. 1

NONE Dollars (\$ _____)
(Amount in Words) (In Numbers)

1.3 Acknowledgment of Bid Addenda. In submitting this bid, the undersigned bidder acknowledges receipt of all bid addenda issued by or on behalf of the District, as set forth below. The bidder confirms that this bid incorporates and is inclusive of, all items or other matters contained in bid addenda.

Addenda No. 1, dated 5/2/2016 through No. _____, dated _____, received, acknowledged and incorporated into this bid.

1.4 Alternate Bid Items. The bidder's price proposal(s) for alternate bid items is/are set forth in the form of alternate bid item proposal included herewith. The bidder acknowledges that, in accordance with the Instruction for Bidders, the Contract for the Work may be awarded in the District's sole discretion with or without some, all or none of the alternate bid items being incorporated into the scope of the Contract awarded. The bidder further acknowledges that the District's selection of alternate bid items, if any, for inclusion in the Contract awarded will be in accordance with the Instructions for Bidders.

2. Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following: **Bid Form (00210), List of Subcontractors (00215), Non-Collusion Affidavit (00220), Contractors Statement of Experience (00230), Acknowledgment of Bidding Practices Regarding Indemnity (00240), Bid Security (Bid Bond 00300)**

The bidder acknowledges that if this bid is not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

4. Award of Contract. It is understood and agreed that if written notice of the acceptance of

this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number: 446770
 Class C-10 Expiration date 9/30/2017 Class _____ Expiration date _____
 Class _____ Expiration date _____ Class _____ Expiration date _____

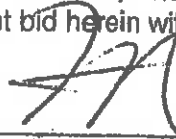
By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100, *et seq.*) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if the bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion

of the Work.

(In addition refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractors list of the contract documents.)

8. **Confirmation of Figures.** By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.
9. **Acknowledgment and Confirmation.** The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.



Signature of Bidder's Authorized Representative

(Corporate Seal)

Roy Martin

Typed or Printed Name

President

Title

vencselectric@verizon.net

E-mail Address of Bidder's Authorized Representative

1000008330

Department Of Industrial Relations Registration Number

5-3-16

Date

9.6



Agenda Item: 9.6. Second and Final Reading of CSBA Board Policy Updates

Speaker: Superintendent Puglisi

Financial Impact: Fiscal Impact: None

Funding Source: None

Recommended Motion: Staff recommends approval of the revised CSBA Board Policies.

Attachments:
FirstRdg

9.7



Agenda Item: 9.7. Out of State Travel Approval for School Garden Certificate Training in Oregon

Speaker: Oscar Hernandez

Rationale: Rio Plaza recently applied for two school garden grants. We were awarded our first grant through the Whole Foods Whole Kids Foundation in the amount of \$2000. Part of the grant requirement is staff training with the grant specifically identifying the Growing Gardens' School Garden Certificate Training Program in Portland, Oregon. What makes this training program different from others is that it provides four and one-half days training on topics which include

- Community Engagement
- Master Plan Development
- Teaching Kids in the Garden
- Food Safety
- Planning and Growing with the School Calendar
- Fundraising
- Connecting to the Core Curriculum
- Garden Infrastructure

and various school garden tours throughout the Portland area to demonstrate these topics. Another requirement of the grant is that we set aside school funds to match the grant, which we have under LCFF in the amount of \$2000 for the 2016-2017 school year.

Financial Impact: The cost for this training for both garden lead teachers is as follows which will be paid out of the first grant:

Growing Gardens' School Garden Coordinator Certificate Training Cost Estimate	
Garden Training Conference fee	\$858 (\$429 per person)
Lodging	\$750 (\$150 per night double occupancy x 5 nights)
Air fare	\$350 (\$175 per person)
Food	\$500 (\$50 per day x 5 days x 2 individuals)
Mileage	\$60 round trip to LAX
Parking	\$85 (\$17 per day x 5 days)
Car Rental	\$149 per week
Total Cost	\$2,750 approximate

Recommended Motion: Staff recommends Board approval.

Motion:

Attachments:

School Garden Grant

School Garden Training Letter

Request | Final Preview

Rio Plaza Elementary School (<https://www.gdg.do/prod1/portal/portal.jsp?c=1319602&p=6258602&g=6258640&id=16610420>)

(<https://www.gdg.do/prod1/portal/portal.jsp?c=1319602&p=6258602&g=6854246&id=0>)

If you have completed your application, please proceed to the submit page.

Project Overview

Project Title: Rio Plaza Elementary School

Amount Requested: \$2,000.00

Additional Project Information

PLEASE NOTE: This School Garden Grant application is for schools only. If you are applying for a garden at a non-profit organization, please submit an application to our Extended Learning Garden Grant program.

The "Narrative Questions" section is broken into six different categories. In order to move onto the next category, you must complete and save all required fields. You can, however, move in between the "Narrative Questions" section and other sections.

Tell us about the School Garden!

1. Tell us about your garden's goal and what this grant would make possible for your school and your community. [1000 characters]

We want to teach our students about healthy eating. They will be more willing to try things they have grown themselves. Through this experience, our students will learn focus and patience, cooperation, teamwork and social skills. In the garden different learning styles can be addressed. The students will learn by doing, and those who struggle with academics can find a way to blossom in the garden. Also we want to improve our parent involvement. Many of our parents have a cultural belief that they need to leave school matters to the teachers. We want to show them that we value and want their input with having them as leaders in our garden. Many of them are farm workers and a vast amount of knowledge that would be valuable to us.

2. Is this a new or existing garden?

New

3. We seek to support school gardens located on a school's campus because we feel this has best success for full integration. Is your school garden located on school campus?

Yes

If no, where is it located?

5. Select the type of garden.

Raised Bed - On Ground

6. If Other, please explain.

7. Our School Garden Grant supports school gardens that grow edible plants only. What type of edible plants do you plan to or already grow?

Vegetables|Fruit|Grains (e.g. wheat, millet, amaranth)|Herbs|Edible Flowers

8. Have you or do you plan to test the garden for contaminants? Please select N/A if you are utilizing impermeable raised beds and soil testing is not necessary.

N/A

9. Do you or will you have access to water for your garden?

Yes

10. Do you currently have tools

Yes

and a safe place to store them?

11. What will you do with the food you grow? Please check all that apply.

Children will take home|Education and taste tests|Cooking|Donation or sale to the schools cafeteria|Donation to the community, i.e. food bank

Who supports the School Garden?

The Garden Coordinator is the individual who is spearheading the Garden Project, i.e. parent, teacher, student, community member, etc.).

12. Garden Coordinator's First Name:

Sandra

13. Garden Coordinator's Last Name

VonCannon-Legaspi

14. Garden Coordinator Email

svoncannon@rioschools.org

15. Will there be a person or persons working with the school garden who has gardening experience (e.g. a master gardener or experienced volunteer)?

Yes

16. Tell us about the gardening knowledge of the Garden Coordinator or of other individual's involved. If limited, what is your action plan to learn more? [500 characters]

We are currently involved with a program called Farm to School. Through this program we have access to local farmers and volunteers. We will also be sending our Garden Coordinator to a School Garden Coordinator Certificate program. Through this training we will gain knowledge in community organizing, garden infrastructure, teaching garden-based activities, adding garden grown produce to school meals and much more.

17. Has anyone involved in the garden ever attended a School Garden training? Examples of this include the Edible Schoolyard Academy, Growing Gardens garden coordinator certificate program, or Shelburne Farms educator workshops, local Agricultural Extension programs, or Master Gardener classes.

No

18. If yes, which training did you attend? [250 characters]

19. If no one at your school has attended a school garden training, please select all of the reasons why.

20. Would anyone at your school be interested in attending a school garden training? Yes

21. Approximately how many adult volunteers (not including students) have you secured for the upkeep and operation of the school garden? 10

22. How will the above number of volunteers be managed to maintain the garden over time? This should include how maintenance will be kept up through the summer months and vacation days. [750 characters]

We have five first grade classes who will work on a rotation schedule in the garden. Each class will have a raised bed that they will be responsible for on a daily basis. Classes will be responsible for planting, watering weeding and harvesting. Our garden will be located right outside our classrooms and we will be able to inspect it on a daily basis. We have access all year long including breaks to our school garden. Teachers will take turns during breaks meeting parent volunteers at the school to work on the garden. As we are in Southern California our garden will continue to provide fruit and vegetables for us all year long.

23. What will you do to engage your community in the garden, such as parents and families, other teachers, neighbors, local businesses? This could include garden tastings or cooking events, potlucks in the garden, farmer's markets, or any other fundraising or awareness events and communications. [1000 characters]

We will host a "Night in the Garden" event. Parents, community members and district personnel will be invited to a dinner featuring produce from our garden. The main attraction will be a salad bar stocked with our "home" grown fruits and vegetables. We will sell tickets to the event and use funds gained to help us continue our program. During this event we will also sale student artwork that was inspired by our garden. Parents and community will be entertained by students performing cultural dances and songs. Students will also give presentations on topics they have learning about from our gardening experience. An example of this would be a Google Slide presentation on the History of the Tomato followed by a tasting of different types of tomatoes by the parents and community members.

24. How will you share your garden's story with the press and the public? Select all that apply.

Newsletter|Blog|Printed or Email Parent Communication|Website|Facebcok|Twitter

How will the garden be integrated into the school community?

- 25. How many students will be involved with the garden?** 125
- 26. How many classrooms will be involved with the garden?** 5
- 27. How often do the students visit the school garden? Please include the frequency, such as twice per week or five times a month. [250 characters]** Our garden will be located right outside our classrooms. We will be passing through our garden several times a day when we enter and exit our classrooms. We will assign each class a week to work in the garden on a rotating schedule.
- 28. When the students visit the garden, how long do they stay? [250 characters]** With 24 students per class and two adults, I think each class will spend about 30 minutes a week in the garden. I'm sure many students will visit the garden during their free time to rest and relax, and observe nature.
- 29. Tell us about the primary ways children will engage with this garden. This could include, but is not limited to, garden upkeep, nutrition-associated education, field trips, after school activities, tasting/cooking demonstrations, or garden clubs: [750 characters]** Students will be involved in the choosing of crops, planting, watering, caring for, and the harvesting of the crops. We are involved with a program called Farm to School. Through this program students are taught about where certain crops are grown, their history and uses. They will also be tasting different types and will take part in cooking lessons. We then will have the children vote on their favorite types (take tomatoes as an example) and grow them in our garden to supplement our school salad bar. We will also take our students on field trips to see how crops are grown on farms.
- 30. How will you integrate the garden into your school's classroom curriculum? Please select all classes that apply, and explain briefly how you plan to integrate each subject into the garden in the boxes below.** Art|English|Health and Nutrition|History|Math|Physical Education|Science|Social Studies
- 31. If you selected Art, detail how the garden will be integrated into this subject. [250 characters]** Our garden will be a source of inspiration for our art. We will draw, paint and sculpt with it in mind. They will document plant growth with drawings and photos. We will make our own paints using elements from the garden.
- 32. If you selected English, detail how the garden will be integrated into this subject. [250**

characters]

these at our "Night in the Garden" event.

33. If you selected Health and Nutrition, detail how the garden will be integrated into this subject. [250 characters]

Our children will be learning to make healthy choices. Through their experience in the garden they will be more willing to try new things. This will also be done through our Farm to School program that will be bringing something new each month.

34. If you selected History, detail how the garden will be integrated into this subject. [250 characters]

Along with Farm to School, we have another project called History Harvest this program focuses on the farm workers and their migration to the U.S. Students will be tracing their own ancestry and how it is tied to agriculture.

35. If you selected Math, detail how the garden will be integrated into this subject. [250 characters]

We will be keeping data on our garden. Such as measuring the growth of our plants and the amount of produce gained. Students will be doing measuring, sorting, counting, adding and subtracting activities.

36. If you selected Physical Education, detail how the garden will be integrated into this subject. [250 characters]

Students will be bending, stretching, standing, walking, digging, carrying and lifting. They will see that maintaining a garden is physical work. They will gain an appreciation for its labor demands and the work that their parents do.

37. If you selected Science, detail how the garden will be integrated into this subject. [250 characters]

We will learn about what a plant needs to grow. We will discuss the different parts of plants and their function. Students will learn how humans use the different parts of plants to meet our needs.

38. If you selected Social Studies, detail how the garden will be integrated into this subject. [250 characters]

Though our Farm to School program our students are learning where produce was first "discovered" and how through trade and other ways it was introduced to the rest of the world and became a part of our culture.

39. If you selected Other, detail how the garden will be integrated into this subject. [250 characters]

40. How do you or will you measure the success of your school garden program? This could include, but is not limited to, the number of children involved, produce harvested, school staff or community involvement, etc. [750 characters]

We will know our garden is a success if we are able to supply our "Night in the Garden" event. We also hope to provide enough produce to supplement our school cafeteria and eventually donate to our district food share events. Another measure of success will be having our parents involved in our garden. Many of our parents are farm workers and have a practical knowledge of what it takes to make a garden successful. It is especially important to get them involved because of cultural beliefs, they do not participate in school functions. We want to show them that we value their knowledge and seek their input on many aspects of school life. This would be a way for them to start being more involved with school activities.

41. Tell us about any needs or challenges faced by your students, school, and/or your community that make your garden program especially important. This may include, but is not limited to financial needs, safety issues, health issues, community support, or regulation hurdles. [750 characters]

We are a Title 1, K-5 school. All of our students receive free breakfast and lunch everyday. We also continue to offer free meals during the summer months. Many of our parents are migrant farm workers. A majority of our students are considered homeless because they live in houses that are rented out to multiple families at the same time. The rooms are rented out to individual families and often the garage is rented out to multiple families. The ethnic make up of our school is 98% hispanic. About a third of our population is Mixteco. They are an indigenous culture from Oaxaca, Mexico. They come to this country to work in the farm fields and do not speak English or Spanish. These families are working to survive on a daily basis.

School Garden Budget

42. What is the total annual budget for the garden (whether existing or planned)? Please include all costs. We would like to know the whole picture, so this may be outside of what the Whole Kids Foundation funds would support. A general list of expenses and costs will suffice (labor, tools, curriculum materials, planting materials, etc.) Please note: Whole Kids Foundation grant funds may not be used for the following: real estate, travel costs, field trips, scholarship. [1000 characters]

Expenditures:
-Planter Box Materials @ \$300
-Garden Tools @ \$100-\$150
-Planting Materials @ \$100-\$150
-Teacher Professional Development @\$1,000-\$1,500
-Next Generation Science Standards Materials @ \$500

43. Then tell us how you would spend the Whole Kids Foundation grant funds of \$2,000, specifically. [1000 characters]

We would first need to purchase materials for building the planter boxes. This would include the lumber, wood screws and plastic liner. This should build us several boxes. We will need to buy a few garden tools to get us started shovels, cutters. stakes, wire frames for tomatoes. Also we need seeds or seedling plants to get us started. After that I would like to harvest the seeds from what we grow and use those to plant the next crop. This way the students will really see the cycle of life. We will also be seeking teacher training. One source of this Life Labs on the UC Santa Cruz campus. They offer School Garden workshops and School Garden consultations.

44. The Whole Kids Foundation Garden Grant of \$2,000 is

We will be having a "Night in the Garden Fundraiser". At this event we will serve produce from our garden. The community will be

sufficient funds to start a garden, but not enough to sustain it over time. How will you sustain your garden financially over time? For example, how will you generate funds? What other grants have you applied for or will you apply for? [1,000 characters]

invited to not only purchase tickets, but we will also have a "silent auction" of baskets of our produce and related student artwork inspired by working in the garden. There will also be other sponsorship opportunities available. We hope to continue this as an annual event to continue to fund our garden for years to come.

Community Partner Information

Each Garden Project must have the participation and support of a specific partner organization from the community (e.g. a nonprofit, a farm, a local business, a Whole Foods store, or a garden club) that brings added support and sustainability to the initiative. This support could be financial, or it could be in-kind donations, volunteers, or garden consultation, to name a few. If applicable, the fiscal sponsor may be the community partner for this grant.

45. What is the name of your Community Partner Organization? Farm to School

46. Community Partner Contact-First Name Joanna

47. Community Partner Contact-Last Name Munro

48. Community Partner Contact Phone Number (805)358-1889

49. Community Partner Contact Email joanamunro@icloud.com

50. Community Partner Website: (If the organization does not have a website, please add the most applicable link that best represents their work such as a media article highlighting them) www.farmentoschool.org

51. Tell us about the Community Partner and what they add to your project. [500 characters] Through Farm to School our students are now gaining exposure to new fruits and vegetables. They are coming to our school on a monthly basis. They are introducing our students to a new produce items each month, teaching them about its history, where it is grown and how it is used. They then have a taste test each time and

students describe it using their senses. If we are able to start our garden, Farm to School has community contacts that will come to school and assist us in the garden.

The questions to follow are additional questions for our information purposes and are not used in the evaluation of your application. They help us know about other things you might be interested in.

Additional Grants and Programs

We are developing our Honey Bee Grant program and would love to know if your school is interested!

52. Does your school host a bee hive currently? No

53. If you do host a hive, please help us learn more! Describe how the bee hive is managed and how it is integrated into your school community. [750 characters]

54. If you do not host a hive, is your school interested in hosting a bee hive? No

55. If we were able to provide the support, what would be most helpful to a bee hive at your school? Not Interested in Bee Hive Support

56. If you selected "Other" in the question above, please describe the support you need to host a bee hive at your school. [250 characters]

57. Please let us know if you are a recipient of the following school garden grants. If not, be sure to check out their great resources.

58. Does your school have a Salad Bar in its cafeteria? Yes

59. If yes, did you receive it through the Whole Kids Foundation supported Let's Move Salad Bars to Schools?

60. If no, would you be interested in learning more about a Let's Move Salad Bars to Schools salad bar grant?

Yes

61. What other wellness initiatives does your school have going on? [500 characters]

We are working with Farm to School and Harvest of the Month. They provide us with Nutrition Specialist who come to our school to educate our students to the value of healthy eating. Through their monthly presentations we are introduced to local farmers and school food service employees. They educate us on how the produce is grown, different types, health benefits of eating it, nutrition facts, its history and a taste test. The produce is then offered in our school salad bar the next day.

Volunteer Support

62. Would you be interested in being contacted for potential volunteer support by your local Whole Foods Market or other community members?

Yes

FoodCorps Information

FoodCorps is a nationwide team of AmeriCorps leaders who connect kids to real food and help them grow up healthy. FoodCorps members partner with schools to put in place a 3-ingredient recipe for healthy kids, creating a nourishing environment for all students consisting of Knowledge, Engagement and Access.

63. If you have heard of FoodCorps previously, please let us know how.

64. Are you affiliated or working with a FoodCorps Service Member?

No

Newsletters

65. Whole Kids Foundation and FoodCorps both have newsletters that contain updates about how our work, and periodically includes tips and resources about school gardens, including educational and funding opportunities. Would you be interested in being added to our mailing list? Check off for each.

By checking "yes," to the FoodCorps' newsletter, you agree to FoodCorps' Terms of Use, which can be found at www.foodcorps.org.

Documentation

Attachment Type

Document File

Project Photos

 IMG_2904.JPG (3323 KB)

Tax Verification Form

 W-9 2014-15 & Tax Letter.pdf (781 KB)

Signed Letter of Support

 Whole Foods Grant Letter.docx (146 KB)

Extended Community Support

Extended Community Support

Organization Name

Contribution

Farm to School

Educational Support and Farmer contacts to help with growing.

School Garden Coordinator Certificate Training

Rio Plaza recently applied for two school garden grants. We were awarded our first grant through the Whole Foods Whole Kids Foundation in the amount of \$2000. Part of the grant requirement is staff training with the grant specifically identifying the Growing Gardens' School Garden Certificate Training Program in Portland, Oregon. What makes this training program different from others is that it provides four and one-half days training on topics which include

- Community Engagement
- Master Plan Development
- Teaching Kids in the Garden
- Food Safety
- Planning and Growing with the School Calendar
- Fundraising
- Connecting to the Core Curriculum
- Garden Infrastructure

and various school garden tours throughout the Portland area to demonstrate these topics. Another requirement of the grant is that we set aside school funds to match the grant, which we have under LCFF in the amount of \$2000 for the 2016-2017 school year.

We looked for local training and were able to find a training day here or there, but nothing as substantial and in-depth as this training. Our goal is to build and sustain a curriculum integrated garden so we want to assure that we have adequate training for our garden leads, Sandra Legaspi for primary and Nancy Ramos for secondary.

This began with a partnership with Lacey Piper, Director of Food Services and the Harvest of the Month (HOTM) program. With Harvest of the Month, we exposed students to foods grown around the community and farmers who grow them. We continue to build the HOTM by adding cooking carts, field trips to farms and gardens to our campus next year. I mention gardens, because Captain Planet, provided through Food Services, will be installing a garden on our campus while the matching Whole Foods school funds will pay for the second.

The gardens will be folded into our HOTM program and the engage 2 learn project-based learning, as well as the Next Generation Science Standards (NGSS), which we will incorporate into instruction next year. One goal of the gardens is to provide table safe food for our cafeteria and/or the HOTM food carts. The garden will also be a bridge for our real-world connection to our farming community for our HOTM and project-based learning through the engage 2 learn model. Additionally, the gardens will provide the hands-on instructional component for plant biology and ecosystems in multiple Disciplinary Core Ideas across all grade level NGSS's, K to 5.

These gardens are learning labs that will be significantly integrated into several learning programs and provide connections to our community. Based upon these facts, it is important for us to provide substantial training for our garden leads to assure a sustainable, in-depth garden program.

The cost for this training for both garden lead teachers is as follows:

Growing Gardens' School Garden Coordinator Certificate Training Cost Estimate	
Garden Training Conference fee	\$858 (\$429 per person)
Lodging	\$750 (\$150 per night double occupancy x 5 nights)

School Garden Coordinator Certificate Training

Air fare	\$350 (\$175 per person)
Food	\$500 (\$50 per day x 5 days x 2 individuals)
Mileage	\$60 round trip to LAX
Parking	\$85 (\$17 per day x 5 days)
Car Rental	\$149 per week
Total Cost	\$2,750 approximate

With this in mind, this proposal for the Growing Gardens' School Garden Certificate Training Program in Portland, Oregon, is respectfully submitted for your approval.

Sincerely,

Robert Guynn

attachments:

Growing Gardens' School Garden Certificate Training Program training schedule

Whole Foods Whole Kids grant



Agenda Item: 9.8. Approval of Engage 2 Learn Agreement

Speaker: Oscar Hernandez

Rationale: Phase one was the visit to Walker Elementary school with six teachers with one representing each grade level, and the school principal. Our visit had four goals. First, to experience the school implementing the model so we could observe how it functions at each grade level to develop the “end in mind” mindset. The second goal was to develop relationships with Walker teachers and administration to create a partnership as we move forward into our launch of E2L. Goal three was a face-to-face meeting with engage2learn for Q & A and to develop a roadmap for success at Plaza. Our fourth and final goal is to develop long-term student collaboration with students at Walker. We accomplished three of the four goals, with the fourth goal to come in the future.

As previously proposed, Plaza is rolling out PBL with engage2learn over the next three years. Year one (phase two) involves our Walker team of teachers (representing a teacher from each grade level), and a second teacher from each grade level as the secondary team member receiving E2L professional development. Our Walker team provides internal support for our implementation of E2L. Through five onsite professional development days and nine in-class coaching days for 12 teachers and one administrator, we will launch E2L at Plaza during the 2016-2017 school year. Year two (phase three), the 2017-2018 school year will mirror year one. Year three (phase four) is our coaching year as needed to assure fidelity and longevity. For the first two years we will develop a cohort of E2L students from K-5, as we will have representation of two teachers per grade level. This will allow us to compare the E2L student data against the traditional classrooms to gauge student growth using the model. The model focuses on PBL instruction in science and social studies while integrating English language arts, mathematics, student and teacher technology, the 5Cs, and real-world issues in a student-centered environment.

Phase two of moving into the engage 2 learn model of instruction is the training and coaching for the 2016-2017 school year scheduled for June 27 through June 30, 2016, one training day in September, followed by nine site-based coaching days spread throughout the year, grouped to reduce costs.

Financial Impact: The cost of this training is outlined in the proposal under base fees at \$27,250 and will be charged to the following accounts:

Rio Plaza	2017 LCFF, 40%
Education Services	Title I, 60%

Teacher pay of \$11,520 for the intercession training, June 27 through 30, 2016, will be paid as follows:

Rio Plaza	2016 LCFF, 50%
Education Services	Title I, 50%



Using these funds for this professional development does not affect the commitment or the funds we have dedicated to our art and performing arts programs, field trips, classroom supplies, supplemental classroom materials and online subscriptions, technology integration, library purchases, behavior incentive program, reading incentive program, RtI support personnel and materials, or our ELD program.

Based upon these facts, Engage Learning, Inc. e2L Framework Proposal – Year 1 for Rio Plaza Elementary School is respectfully submitted for your approval.

Recommended Motion: Staff recommends Board approval.

Attachments:
Engage 2 Learn Proposal



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Engage Learning, Inc.
e2L Framework Proposal – Year 1
for
Rio Plaza Elementary School
October 12, 2015

Engage! Learning, Inc.
Shannon Buerk, CEO
307 Inverness Pl.
Portland, TX 78374
214-226-3159
kevin@engage2learn.org



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1. Introduction

This Agreement ("Agreement") is entered into between Engage Learning, Inc. ("Engage") and Rio Plaza Elementary School ("Campus") effective as of the date set out below, for the purpose of providing training, facilitation and coaching in the engage2Learn Framework ("e2L") methodology.

Engage Deliverables

- A. **Sustained Professional Development- Collaborative Cohort** ("Collaborative"). Engage shall provide fourteen (14) days of e2L Framework training/coaching (5 days of on-campus training and 9 days of on-campus coaching) to one team from Rio Plaza Elementary School consisting of a maximum of ten (10) teachers and two (2) campus administrators, with such individuals to be chosen by Campus. Responsibilities of Engage include performing the research, planning, facilitation, presentation, and additional miscellaneous duties necessary for the completion of the training on schedule.

Engage shall deliver to each team the following:

- **Training** - on the e2L Framework process for: design, learning protocols, facilitation tools and unpacking the standards
 - designing engaging, rigorous, and relevant curriculum challenges for students
 - facilitating standards mastery in a learner-directed, collaborative instruction model
 - creating a campus culture with high expectations for all including communication, data walls, evidence-based grading, and soft skills assessment and reporting systems
- **Instructional Coaching** and technical assistance for the teacher teams
- **Leadership Training/Executive Coaching**- Engage shall training/coaching for two (2) campus administrators throughout the year (as part of the Collaborative Cohort) to include:
 - creating a shared vision for your campus culture of high expectations and the personalized, rigorous and relevant learning platforms
 - all aspects of the e2L Framework methodology, including unit facilitation and design
 - how to coach in order to create a sustained professional development model
 - training on your campus for a scalable and sustainable implementation
- **Virtual Coaching** for up to 50 hours for each team on curriculum design
- **Access** to all Engage resources, videos, and the standards based curriculum designed in eStudio

Engage eStudio Information

Access to the full Engage eStudio Site may include such materials as:

- Design Platform and database of curriculum units based on State and College & Career Readiness Standards searchable by key word, standards, status, grade and subject
- Database of refresher videos for professional learning on all aspects of curriculum writing and facilitating e2L protocols
- Interactive capabilities for participating in discussions, blogging, posing specific questions and getting answers from e2L practitioners
- Suggested reading/video/unit ideas posted regularly, free webinars, video-conferences, and profiles of highlighted student work
- Downloadable templates for curriculum writing, student planning and project management, team contracts, rubrics, parent communications, protocol posters, communication stand cards, etc.
- Links to engaging learning tools for students and resources on current global and local projects

B. Sustained Professional Growth Based on Needs Assessment (Optional)

Engage shall provide an additional eleven (11) days of on campus coaching including:

- Goal-setting
- Unpacking the standards
- Data to design
- Assessment practices
- Facilitation of the protocols for student-centered learning and acquisition of the college and career readiness skills (communication, collaboration, critical thinking)

C. Instructional Design Days (Optional)

Engage shall provide six (6) days of on-campus Instructional Design Coaching (1 coaching day per grade level) including:

- Providing facilitated design time to ensure that teachers are designing based on data and high priority standards and that designs and curriculum are aligned to State Standards at the level of depth and complexity of the standards.
- Teachers will set goals for design and the assigned coach will provide critique of unit designs to help the teachers make progress toward their design goals.

D. Executive Coaching (Optional)

Engage shall provide an additional four (4) days of on-campus Executive Coaching:

- The campus leaders will meet both individually and as a team with an Engage executive coach to set goals, assess progress, discuss options for data collection, problem correction, and to make a commitment to action from each session.

E. On-Campus Training for all Teachers and Administrators (Optional)

Engage shall provide two (2) days of on-campus training. One (1) day will be devoted to Facilitation and one (1) day to Design for all teachers and administrators.

F. Systems Transformation-Site Design (Optional)

Engage shall provide one (1) day of on-campus Systems Transformation-Site Design

2. Fees

This training and coaching package for Rio Plaza Elementary includes the Collaborative Cohort Training/Coaching for 1 team (10 teacher and 2 campus administrators - 5 days on-campus training and 9 days on-campus design coaching), Leadership Training/Executive Coaching (included at no charge as part of Collaborative Cohort), Optional On-Campus Coaching for Sustained Professional Growth (11 days), Optional Instructional Design on-campus (6 days), Optional Executive Coaching On-Campus (4 days), Optional On-Campus Training on Facilitation and Design for all teachers and administrators (2 days), Optional Systems Transformation-Site Design (1 day), and access to the Engage eStudio site and resources (included with the Collaborative Cohort) as described above and in Section 3 below. The base fees and other expenses for which Campus is responsible are payable as set out on Exhibit A attached hereto and incorporated herein for all purposes. Additional teachers or campus administrators may be added to the Collaborative team at a rate of \$2,270 each.

The base fees are as follows:

- a. Sustained Professional Development – Engage Collaborative Cohort.....\$27,250
(5 On-Campus Training Days + 9 On-Campus Coaching Days)
- b. Engage eStudio site....(normally \$2800/yr. - included).....no charge

Optional Items for fidelity of implementation and sustainability:

- c. Sustained Professional Growth based on Needs Assessment.....\$16,500
(11 additional days On-Campus Coaching)
- d. Instructional Design On-Campus.....\$9,000
(6 days of On-Campus Design Coaching)
- e. On-Campus Executive Coaching.....\$6,000
(4 days of On-Campus Coaching)
- f. On-Campus Training for all Teachers and Administrators.....\$5,500
(2 days of On-Campus Training)
- g. Systems Transformation-Site Design.....\$3,000
(1 day On-Campus)

Total (Optional Items not included in total).....\$27,250 + Travel Expenses

3. License to Materials

Engage grants Campus a license to the full Engage eStudio Site to access and use the resources, videos, design platform and collaborative tools on eStudio, including the eStudio materials which are not publicly available, for all teachers and administrative personnel employed at Rio Plaza Elementary School during the performance of the contracted services. The license also includes any enhancements and upgrades that are made to eStudio subsequent to this agreement at no additional charge. The eStudio license shall be renewable after the completion of the training and coaching at Campus option on an annual basis at Engage's then prevailing subscription rate.

It is understood by the parties to this agreement that Campus employees will be using materials and resources provided by Engage, including the eStudio facilities, during the training and afterwards, to create materials for their teaching use. Campus hereby grants Engage an irrevocable, unlimited, and perpetual license to use, modify and republish those materials created by Campus employees on eStudio or otherwise at Engage's sole discretion, including but not limited to, the creation of derivative works. It is the goal of Engage to provide a large library of materials as examples for its Campus's teachers in a collaborative spirit, though the license granted in this paragraph is not limited to that purpose. Campus shall obtain from its employees such executed documents as may be needed to effect the purposes of this paragraph.

Campus acknowledges that access to resources and templates on eStudio is a valuable component of this Agreement. In recognition of such, Campus agrees to train its employees to the effect that sharing passwords and access to eStudio is improper and a violation of this Agreement. The parties acknowledge that eStudio will experience periodic downtime for modification and maintenance. The parties further acknowledge that eStudio may from time to time experience downtime for reasons beyond the control of Engage. Engage makes no warranty as to eStudio availability, and such downtime will not constitute a breach of this Agreement by Engage.


It is understood by the parties that Engage reserves the right to modify eStudio at its sole discretion, including the right to remove any of the resources specified above or to add new capabilities. The parties acknowledge that access to eStudio constitutes a valuable component of Engage's performance of the Agreement; thus, Engage commits to maintain eStudio in a manner consistent with its obligation to train educators in the Engage Learning Model methodology subject to the terms of the Agreement. Campus licensed personnel are granted access to enhancements and upgrades to eStudio at no additional charge during the contract period.

4. Additional Terms

- A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.
- B. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage shall be entitled to compensation for all services provided up to the effective date of termination.

- C. Other than as expressly set out in this Agreement and Exhibit A attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed. As is the case with all training, success of the project depends upon the fidelity of implementation with the administrators, teachers and students involved.
- D. Campus agrees that its exclusive remedy, and Engage's entire liability with respect to the e2L Framework training, shall be termination of this Agreement as set forth herein. Campus further agrees that Engage shall not be liable to Campus for any damages, including any lost time, expenses, or other incidental or consequential damages arising out of its use or inability to use the e2L Framework training or the breach of any express or implied warranty, even if Engage has been advised of the possibility of those damages.
- E. Campus acknowledges and agrees to the binding terms that this training is being provided for the benefit of the campus only, and it is not permissible for the campus or any district personnel to perform this training in whole or in any part thereof to others that are not a part of the campus.
- F. This contract is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.
- G. Engage Learning, Inc. maintains all copyright privileges for our proprietary Design Focused Inquiry Based Learning facilitation, training, coaching and implementation in the e2L Framework training processes. We are the sole company that uses Design Based Thinking as the foundation throughout the Inquiry Based Learning process. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, distribute, promote, or facilitate in any way Engage Learning products or services. Use of this material without express written authorization is strictly prohibited.

Agreed and effective the ____ day of _____, 2015.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of Campus Representative	 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Shannon K. Buerk, President
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Printed Name/Title of Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> October 12, 2015 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date

Engage Learning EIN #: 45-4211320



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Exhibit A

Payments and Other Responsibilities of Campus

This Exhibit A is attached to and made a part of that Agreement, dated October 12, 2015 to which this Exhibit A is attached, providing for Engage's provision of training, coaching and facilitation to Campus personnel in the e2L Framework methodology.

1. Campus shall pay the base fees and expenses as set in the Agreement upon or before completion of each phase of the service.
2. Campus will be billed for Engage Trainer/Coach travel expenses at cost as incurred. Campus will not be billed for travel time under this agreement.
3. Campus shall provide Engage personnel with access to Campus for purposes of training, coaching, observing and facilitating the agreed upon services. If for any reason access during that period is not feasible, the parties shall in good faith negotiate alternative dates. Unless the delay is requested by Engage, such a delay shall not extend any payment due dates.
4. Campus may request additional days of onsite observation and coaching, and the parties shall cooperate in the scheduling of any such additional days. The fee for each additional day, or any part thereof, on which an Engage coach works at school is \$1,500.00 per day per coach. Payment of this fee shall be due 30 days after invoice date.

10.1



Agenda Item: 10.1. Approval of the Minutes of the Regular Board Meeting of May 11, 2016

Attachments:



Rio School District
Minutes
Regular Board Meeting
May 11, 2016
Office of Student and Family Support Services
3300 Cortez Street
Oxnard, CA 93036

1. Preliminary Business

1. Call to Order

Minutes:

President Torres called the meeting to order at 5:00 p.m.

2. Pledge of Allegiance

Minutes:

President Torres asked Ms. Rebecca Barbetti to lead the flag salute.

3. Roll Call

Minutes:

All present; Trustee Martinez-Cortes arrived at 5:10 p.m.

2. Approval of the Agenda

1. Agenda Corrections, Additions and Modifications

Minutes:

Trustee Esquivel requested to move Item 11.22 Approval of Sales Agreement from Quiel Signs for seven clear Lexan covers with aluminum frames to be installed onto the Marquees.

2. Approval of the Agenda

Motion to Amend Passed: Approve as amended. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

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

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

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

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.

4. Closed Session

Minutes:

President Torres adjourned the meeting into closed session at 5:03 p.m.

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

Motion Passed: The Governing Board voted unanimously to appoint Kathleen Higa as Director of Fiscal Services. Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

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

Motion Passed: The Governing Board appointed Jarkko Mylarri as Director of Technology pending approval and completion of international employment requirements. Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

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

5. Reconvene in Open Session

Minutes:

President Torres reconvened into open session at 6:43 p.m.

1. Report of Closed Session

Minutes:

President Torres stated the following action took place during closed session.

The Governing Board unanimously voted to appoint Kathleen Higa as the Director of Fiscal Services.

The Governing Board unanimously voted to approve Jarkko Mylarri as Director of Technology pending approval and completion of international employment requirements.

6. Public Hearing

Minutes:

None

7. Presentations/Recognitions

Minutes:

None

8. Communications

1. Acknowledgement of Correspondence to the Board

Minutes:

There was no written correspondence.

2. Board Member Reports

Minutes:

Public comments were heard from Trustee Esquivel and President Torres.

3. Organizational Reports - RTA/CSEA/Other

Minutes:

Organizational reports were heard from Patrick Radford, President of CSEA.

4. Superintendent Reports

Minutes:

Superintendent Puglisi provided an update on the following topics:

-Enrollment/Attendance/Suspension

-K8 STEAM Academy Update

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.

Minutes:

There were no public comments.

9. Information

1. Business Services Update

Minutes:

Kristen Pifko, Assistant Superintendent of Business Services, presented an update on the following:

- Child Nutrition
- Facilities Update

2. Educational Services Update

Minutes:

Oscar Hernandez, Assistant Superintendent of Educational Services, updated the governing board on the following items:

- Rio Real Camp Shalom presentation
- Spanish Spelling Bee
- Monterey Bay Aquarium Trip
- Special Education
- RtI
- Redbird/Sokikom

3. First Reading of CSBA Board Policy Updates

Minutes:

Superintendent Puglisi the presented policies will be brought back for second and final reading at a future meeting.

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

Motion Passed: Staff recommends the approval of Resolution 1516/31 and the accompanying documents. Passed with a motion by Edith Martinez-Cortes and a second by Ramon Rodriguez.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

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

Motion Passed: 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. Passed with a motion by Eleanor Torres and a second by Cassandra Bautista.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

3. Approval of the Initial Study/Mitigated Negative Declaration Proposed Riverpark West K8 STEAM School

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

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

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.

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

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

5. Approval of Declaration of Need for Fully Qualified Educators

Motion Passed: It is recommended the board approve the Declaration of Need for Fully Qualified Educators. Passed with a motion by Eleanor Torres and a second by Ramon Rodriguez.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez
Yes Eleanor Torres

6. 2016/2017 Academic Calendar (DRAFT)

Motion Passed: It is recommended the Governing Board approve the draft version of the 2016/2017 academic calendar. Passed with a motion by Joe Esquivel and a second by Ramon Rodriguez.

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

11. Consent Agenda

Motion Passed: Passed with a motion by Cassandra Bautista and a second by Ramon Rodriguez.

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

1. Approval of the Minutes of the Regular Board Meeting of April 13, 2016

2. Approval of the Donation Report

3. Approval of the Personnel Report - May 2016

4. Authorization of Teaching Assignment Multiple Subject

5. Ratification of the Commercial Warrant Register

6. Approval of Agreement for Police School Resource Officer Services and Cost Sharing with the City of Oxnard.

7. Contract with Ventura County Office of Education for Hearing Conservation and Audiology Services

8. Approval of Hip Hop Mindset Contract to provide Dance Instruction

9. Approval of Contract Extension for Godoy Studios

10. Approval of Typing Agent Contract for Student Keyboard Software

- 11. Approval of the Contract with Redbird Advanced Learning Contract**
 - 12. Approval of Contract with OxBlue-Surveillance System for the new RSD K8 STEAM School Site**
 - 13. Contract for eRate Consulting Services**
 - 14. Approval of Purchase of Additional TVs for PADDLE**
 - 15. Approval of Contract Renewal with Edulink FY 2016/2017**
 - 16. Approval of Destiny Software Follett Contract Renewal FY 1617**
 - 17. Approve Change Order for an increase to PO G15-0001 for Balfour Beatty's services for January 2016 through June 2016.**
 - 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.**
- Motion Passed:** Staff recommends the agreement from Quiel Signs for the manufacturing of clear Lexan covers with aluminum frames for four school sites. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.
- Yes** Cassandra Bautista
 - Yes** Joe Esquivel
 - Yes** Edith Martinez-Cortes
 - Yes** Ramon Rodriguez
 - Yes** Eleanor Torres
- 23. Approve proposal from JMB Services, Inc. for the landscaping installation of planters, irrigation and planning at Rio Del Valle Middle School.**

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

Minutes:

As there was no further business, President Torres adjourned the meeting at 8:54.

Secretary of the Board Date

Clerk of the Board Date

10.2



Agenda Item: 10.2. 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	Bais	Celebrations	56.30
Rio del Norte	Coca Cola	Celebrations	26.66
Rio del Norte	Coca Cola	Celebrations	60.72
Rio del Mar	Bais	Incentives	56.30
Rio del Mar	Box Top	Incentives	5.00
Rio Plaza	Bais	Incentives	56.30
Rio Plaza	Lifetouch	Incentives	172.00
Rio Plaza	County of Ventura	Incentives	150.00
Rio Plaza	Coca Cola	Incentives	28.58
Rio Real	Wells Fargo	Kinder Class	115.38
Rio Real	Bais	Incentives	56.30
Rio Real	Agria	Kinder Class	50.00
Rio del Valle	Do Topia	Incentives	120.00
Rio del Valle	United Way	Incentives	1242.00
Rio Vista	Coca Cola	Incentives	43.53
Rio Plaza	Target	Incentives	50.00
Rio Rosales	Target	Incentives	50.00
Rio del Valle	Take Charge of Ed.	Incentives	50.00
Rio del Norte	Target	Incentives	100.00
Rio del Norte	Coca Cola	Incentives	21.34
Rio Real	Scholastic	Incentives	19.37
Rio Vista	PTSA	Career Day	725.00
Rio Vista	Target	Incentives	100.00
Rio del Norte	Target	Incentives	70.04
Rio Plaza	Target	Incentives	28.77
Rio Real	Target	Incentives	100.00

Financial Impact: Fiscal Impact: All monies applied towards sites

Attachments:

10.3



Agenda Item: 10.3. 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 \$3,079,651.45 which included processing payments for all funds of the District in the following amounts:

Fund 010 - General Fund	\$1,946,792.16
Fund 130 - Cafeteria Fund	179,543.69
Fund 211 – BldnFund	945,496.94
Fund 251 - CAPITAL FACILITIES - RESIDENT	7,796.75
Fund 490 - Capital Projects Fund	<u>750.00</u>
Total:	\$3,080,379.54
Less Unpaid Sales Tax Liability:	- \$728.09
Net:	\$3,079,651.45

Recommended Motion: Approved Warrant Register as presented.

Attachments:
Commercial Warrant

Checks Dated 04/25/2016 through 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021773	04/25/2016	Maria M. Hernandez	010-4300		22.84
5009021774	04/25/2016	Teresa R. Ivey	010-5200		612.00
5009021775	04/25/2016	David R. Romano	010-5200		367.96
5009021776	04/25/2016	Amanda A. Samaniego	010-5200		100.38
5009021777	04/25/2016	Lacey Piper	130-5200		148.00
5009021778	04/25/2016	Maria K. Story	010-4300		17.28
5009021779	04/25/2016	360 Degree Custome Inc.	010-5800		18,763.75
5009021780	04/25/2016	The Abundant Table	130-4710		800.00
5009021781	04/25/2016	Assistance League School	010-5800		9,420.00
5009021782	04/25/2016	BARON INDUSTRIES	010-4300	566.11	
			010-5620	5.62	571.73
5009021783	04/25/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.24
5009021784	04/25/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89
5009021785	04/25/2016	C D W GOVERNMENT, INC.	010-4300		510.62
5009021786	04/25/2016	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		40.00
5009021787	04/25/2016	COGGS TIRE SERVICE	010-5610		23.38
5009021788	04/25/2016	NCS PEARSON, INC.	010-4300		286.64
5009021789	04/25/2016	SASS/MESTMAKER INSURANCE	010-5450		135.00
5009021790	04/25/2016	BLICK ART MATERIALS	010-4300		50.61
5009021791	04/25/2016	FEDEX	010-5900	221.37	
			130-5900	10.41	231.78
5009021792	04/25/2016	Flaghouse, Inc.	010-4300		188.51
5009021793	04/25/2016	GIBBS INTERNATIONAL	010-4300		132.53
5009021794	04/25/2016	Graphaids Art Supplies	010-4300		151.05
5009021795	04/25/2016	Hughes General Engineering	211-5800		6,930.00
5009021796	04/25/2016	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	6,119.43	
			130-5612	124.79	6,244.22
5009021797	04/25/2016	KONICA MINOLTA PREMIER FINANCE	010-5612	1,483.71	
			130-5612	.02	1,483.73
5009021798	04/25/2016	Blaine Kutin	010-5800		741.96
5009021799	04/25/2016	Lawrence Media	010-5800		3,442.50
5009021800	04/25/2016	Ford Crdit Dept 67-434	130-7438	115.99	
			130-7439	530.95	646.94
5009021801	04/25/2016	NICK RAIL MUSIC	010-4300	27.06	
			010-4400	199.74	226.80
5009021802	04/25/2016	O'Reilly Auto Parts	010-4300		203.63
5009021803	04/25/2016	OXNARD ELEM SCHOOL DISTRICT	Reissued		2,268.70
		Reissued on 05/23/2016			
5009021804	04/25/2016	PARADIGM HEALTHCARE SERVICES	010-5800		1,083.67
5009021805	04/25/2016	PAT-CHEM LABORATORIES	010-5540		162.50
5009021806	04/25/2016	PERMA BOUND	010-4200		4,001.74
5009021807	04/25/2016	Reed Mechanical Systems Inc.	211-5800		5,174.00
5009021808	04/25/2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-4300		453.03
5009021809	04/25/2016	Traffic Technologies, LLC	010-4300		943.49
5009021810	04/25/2016	Tubbs Bros.	010-5610		260.00

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Checks Dated 04/25/2016 through 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021811	04/25/2016	U-Rent, Inc.	010-4300		125.78
5009021812	04/25/2016	VARGAS SIGNS	010-4300		550.00
5009021813	04/25/2016	Sunbelt Rentals	010-5630		341.21
5009021814	04/25/2016	Xylem Design & Pedestal Source	010-4300		4,012.68
5009021815	04/25/2016	ZANGLE NATIONAL USERS GROUP ATTN: JOHN GETCHELL	010-5200		250.00
5009021816	04/26/2016	Los Angeles Zoo	010-5800		287.00
5009021817	04/26/2016	Lacey Piper	130-5200		678.64
5009021818	04/26/2016	Architecture for Education Incorporated	211-6101		17,269.56
5009021819	04/26/2016	Apex General Contractor	211-6175		4,317.50
5009021820	04/26/2016	Aswell Trophy	010-4300		188.14
5009021821	04/26/2016	BALFOUR BEATTY CONSTRUCTION	211-6272		49,440.00
5009021822	04/26/2016	Broadview Networks	211-6202		18,780.99
5009021823	04/26/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		549.21
5009021824	04/26/2016	Environmental Testing Assoc.	211-6235		3,240.00
5009021825	04/26/2016	Footworks Youth Ballet	010-5800		300.00
5009021826	04/26/2016	JONES SCHOOL SUPPLY CO., INC.	010-4300	125.43	
			Unpaid Sales Tax	6.88-	116.55
5009021827	04/26/2016	Michael Lorimer	010-5800		2,318.56
5009021828	04/26/2016	MS Earthworks	211-6175		1,250.00
5009021829	04/26/2016	Pegasus, Transit inc	010-5800		825.00
5009021830	04/26/2016	REALLY GOOD STUFF, INC.	010-4300	344.73	
			Unpaid Sales Tax	25.54-	319.19
5009021831	04/26/2016	Salinas Tree Service	010-5610		1,250.00
5009021832	04/26/2016	SC Fuels	010-4300	1,208.00	
			010-4360	169.44	1,377.44
5009021833	04/26/2016	Ventura County SELPA	010-5800		34,800.00
5009021834	04/26/2016	Tax Deferred Services Corporate Office Suite 209	010-9539		67,981.66
5009021835	04/26/2016	VCOE	010-5800		36,814.55
5009021836	04/26/2016	Sunbelt Rentals	010-5630		3,462.99
5009021837	04/28/2016	Kim M. Fairchild	010-5200		251.90
5009021838	04/28/2016	Patrice Howell-Avita	010-5200		185.04
5009021839	04/28/2016	Jacqueline S. Coronado	010-5200		75.00
5009021840	04/28/2016	Erin C. Mooney	010-4300		203.93
5009021841	04/28/2016	DaNeil M. Lagomarsino	Cancelled		368.89
	Cancelled on 05/13/2016				
5009021842	04/28/2016	Rosalzela M. Gutierrez	130-4710		42.24
5009021843	04/28/2016	Emihy Ramsey	010-4300		38.58
5009021844	04/28/2016	Samantha Vega-Flynn	010-5200		26.19
5009021845	04/28/2016	Learn M. Guzik	010-4300		68.77
5009021846	04/28/2016	Kristen Pifko	010-5200		360.33
5009021847	04/28/2016	Margarita C. Jimenez	010-4300		27.98
5009021848	04/28/2016	Lacey Piper	130-4300		272.99
5009021849	04/28/2016	Scott R. Barlow	010-4300	112.44	
			010-4325	96.91	209.35
5009021850	04/28/2016	Jorge Napoles	010-4300		60.09

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021851	04/28/2016	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		6,183.76
5009021852	04/28/2016	Dave Bang Associates, Inc of CA	010-4300		4,181.92
5009021853	04/28/2016	Diane DeLaurantis	010-5800		1,150.00
5009021854	04/28/2016	Fence Factory	010-4300	421.60	
			010-5610	102.60	524.20
5009021855	04/28/2016	Golden State Alarms, Inc.	010-5610		5,170.00
5009021856	04/28/2016	Hip Hop Mindset	010-5800		1,260.00
5009021857	04/28/2016	Hoffman, Vance and Worthington	251-5800		4,000.00
5009021858	04/28/2016	Hughes General Engineering	211-6175		8,700.00
5009021859	04/28/2016	MJP COMPUTERS	010-5800		4,480.00
5009021860	04/28/2016	Mobile Ed Productions, Inc.	010-5800		845.00
5009021861	04/28/2016	Regency Lighting	010-4300		3,732.34
5009021862	04/28/2016	SERVICE PRO-FIRE PROTECTION, I	010-5620		2,566.80
5009021863	04/28/2016	TAFT ELECTRIC	211-6190		33,250.00
5009021864	04/28/2016	THYSSENKRUPP ELEVATOR	010-5800		1,529.04
5009021865	04/28/2016	Troxell Communications	211-5800		714.96
5009021866	04/28/2016	Employment Dev Dept	010-9535		4,242.22
5009021867	04/28/2016	State Board Of Equalization Fuel Taxes Division	010-5800		60.44
5009021868	04/28/2016	Kristen A. Steiner	010-4300		149.85
5009021869	04/28/2016	Amber Gibson	010-4300		485.08
5009021870	04/28/2016	BALFOUR BEATTY CONSTRUCTION	Cancelled		1,460.00
	Cancelled on 05/13/2016				
5009021871	04/28/2016	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	79,174.19	
			010-5800	2,250.00	81,424.19
5009021872	04/28/2016	Nothing Bundt Cakes	010-4300		233.85
5009021873	04/28/2016	HERITAGE VALLEY BUS INC.	010-5800		1,001.38
5009021874	04/28/2016	Redblrd Advanced Learning Co	010-5800		6,000.00
5009021875	04/28/2016	U.S. Bank Corporate Payment Systems	010-4300	4,694.73	
			010-4400	1,113.13	
			010-5200	8,803.22	
			010-5800	2,070.45	16,681.53
5009021876	04/28/2016	Ventura County Star	010-5800		3,368.33
5009021877	05/02/2016	Olga Alvarado	010-5200		13.18
5009021878	05/02/2016	Robert W. Guynn	010-4300		291.53
5009021879	05/02/2016	Jeannette D. Smith	010-4300		247.28
5009021880	05/02/2016	Sara C. Dowey	010-4300		58.98
5009021881	05/02/2016	Aswell Trophy	010-4300		468.72
5009021882	05/02/2016	AVID CENTER	010-5200		725.00
5009021883	05/02/2016	Dave Bang Associates, Inc of CA	010-4300		4,181.92
5009021884	05/02/2016	CASBO SB & VENT CO. SUBSECTION	010-5200		300.00
5009021885	05/02/2016	Fence Factory	010-5620		18.75
5009021886	05/02/2016	Kruger, Bensen, Zierner, Architects, Inc.	211-6101	5,040.00	
			211-6219	11,307.00	16,347.00
5009021887	05/02/2016	Francisco Martinez	010-5800		700.00

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021888	05/02/2016	MJP COMPUTERS	010-5800		3,608.66
5009021889	05/02/2016	United of Omaha Life Ins. Co.	010-9534		598.82
5009021890	05/02/2016	NICK RAIL MUSIC	010-4300	598.24	
			010-4400	4,415.12	
			010-5613	47.70	5,061.06
5009021891	05/02/2016	OFFICE DEPOT	010-4300		1,581.27
5009021892	05/02/2016	PAT-CHEM LABORATORIES	010-5540		162.50
5009021893	05/02/2016	PRAXAIR DISTRIBUTION INC	010-4300		46.50
5009021894	05/02/2016	Rio School District	010-5200	333.83	
			010-5800	1,865.00	2,198.83
5009021895	05/02/2016	Sam's Club Direct	010-4300	492.12	
			010-9320	334.80	826.92
5009021896	05/02/2016	Sonitrol	010-5610	21,715.50-	
			010-5620	25,445.18	3,729.68
5009021897	05/02/2016	SUNESYS QUANTA RECEIVABLES LP	010-5800		2,495.12
5009021898	05/02/2016	Tetra Tech Inc	211-6101	149.20	
			211-6135	12,718.39	
			211-6147	10,809.68	23,757.27
5009021899	05/02/2016	U.S. Bank Corporate Payment Systems	010-4300	1,765.74	
			010-4400	2,526.52	
			010-5200	511.66	4,803.92
5009021900	05/02/2016	Vantage Learning USA LLC	010-5800		480.00
5009021901	05/02/2016	Tammy Van Fleet, PHD, BCBAD	010-5800		675.00
5009021902	05/02/2016	VCOE	010-5200	568.60	
			010-5804	795.00	1,363.60
5009021903	05/02/2016	Dr. Elizabeth Yeager	010-5800		1,087.50
5009021904	05/03/2016	c/o Michael L. Kearns	Cancelled		11,824.47
	Cancelled on 05/06/2016				
5009021905	05/03/2016	Sara Dowey	010-9534		1,877.40
5009021906	05/03/2016	AMERICAN EXPRESS	010-5915		1,030.50
5009021907	05/03/2016	Clover Host	010-5800		960.00
5009021908	05/03/2016	CMRS-FP	010-5915		35,000.00
5009021909	05/03/2016	Ewing Irrigation Products Inc	010-4360		1,265.07
5009021910	05/03/2016	JOHNSTONE SUPPLY	010-4300		427.94
5009021911	05/03/2016	Leon's Transmissions	010-5610		2,492.55
5009021912	05/03/2016	Morris Inspection Service	211-6145		1,080.00
5009021913	05/03/2016	Sam's Club Direct	010-4300	238.48	
			130-4300	388.89	627.37
5009021914	05/03/2016	Sonitrol	010-5620		35,919.72
5009021915	05/03/2016	Tubbs Bros.	010-5610		185.00
5009021916	05/04/2016	Georgia Kerns	010-3710		11,824.47
5009021917	05/06/2016	Josefina Carrillo	010-5200		78.03
5009021918	05/06/2016	Charles Fichtner	010-5200		136.60
5009021919	05/06/2016	Jisela Ramirez	010-5200		50.22
5009021920	05/06/2016	Samantha Vega-Flynn	010-5200		59.40

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5009021921	05/06/2016	Jacquelyn Fonseca	010-5200		30.35
5009021922	05/06/2016	Karen Horde	010-5200		177.12
5009021923	05/06/2016	Maria K. Story	010-5200		4.97
5009021924	05/06/2016	Acer American Corporation	010-4300		3,386.64
5009021925	05/06/2016	Aswell Trophy	010-4300		55.08
5009021926	05/06/2016	AT&T	010-5900	1,528.94	
			130-5900	15.76	1,544.70
5009021927	05/06/2016	BARON INDUSTRIES	010-4300		120.67
5009021928	05/06/2016	Carter, Reddy & Associates	010-5800		1,559.61
5009021929	05/06/2016	CASBO SB & VENT CO. SUBSECTION	010-5200		150.00
5009021930	05/06/2016	COGGS TIRE SERVICE	010-5610		20.38
5009021931	05/06/2016	Datamatics Inc. DBA Achieve HighPoints	010-5800		230.99
5009021932	05/06/2016	E J Harrison & Sons	010-5560		3,977.39
5009021933	05/06/2016	Fry's Electronics customer #70893	010-4300		1,835.33
5009021934	05/06/2016	Galcon USA, LTD	010-5610		480.00
5009021935	05/06/2016	Grainger	010-4300		16.32
5009021936	05/06/2016	GREATAMERICA FINANCIAL SVCS	010-5610		287.23
5009021937	05/06/2016	HARRIS WATER CONDITIONING	010-5540		86.25
5009021938	05/06/2016	HOME DEPOT CREDIT SERVICES	010-4300	1,870.39	
			010-4360	67.93	1,738.32
5009021939	05/06/2016	Laurel Huggins	010-5800		50.00
5009021940	05/06/2016	JONES SCHOOL SUPPLY CO., INC.	010-4300	12.26	
			Unpaid Sales Tax	.52-	11.74
5009021941	05/06/2016	KONICA MINOLTA PREMIER FINANCE	010-5612	1,708.73	
			130-5612	.11	1,708.84
5009021942	05/06/2016	LIFETOUCH NSS	010-5800		2,100.00
5009021943	05/06/2016	M/M Mechanical Inc.	010-5800		2,149.00
5009021944	05/06/2016	Pegasus, Transit Inc	010-5800		1,760.00
5009021945	05/06/2016	RIO PLAZA WATER COMPANY	010-5540		665.04
5009021946	05/06/2016	Sam's Club Direct	010-4300	3.10	
			130-4710	108.56	109.66
5009021947	05/06/2016	SC Fuels	010-4300	1,409.61	
			010-4360	42.77	
			130-4300	35.98	1,488.36
5009021948	05/06/2016	Traffic Technologies, LLC	010-4300		248.70
5009021949	05/06/2016	U.S. Bank Corporate Payment Systems	010-4300		231.44
5009021950	05/06/2016	USI Education & Government Sales	010-4300		33.00
5009021951	05/06/2016	Velocity Truck Center	010-5620		1,413.74
5009021952	05/06/2016	Ventura County Star	010-5800		1,045.60
5009021953	05/06/2016	Voice of Hope	010-5800		120.00
5009021954	05/09/2016	Amy R. Mills	010-4300		2,414.61
5009021955	05/09/2016	Ronald Koenig	010-4300		364.50
5009021956	05/09/2016	1 ipad Gratts LLC	010-5800		8,416.26
5009021957	05/09/2016	1 online Tutoring LLC	010-5800		11,577.03
5009021958	05/09/2016	ACADEMIC TUTORING SERVICES	010-5800		3,709.35

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Checks Dated 04/25/2016 through 05/27/2016

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5009021959	05/09/2016	AT&T	010-5900		219.21
5009021960	05/09/2016	CONTINUING DEVELOPMENT, INC.	010-5100	1,887.93	
			010-5800	4,884.21	6,772.14
5009021961	05/09/2016	CITY OF OXNARD	010-5540		8,231.01
5009021962	05/09/2016	City Of Oxnard-City Treasurer	010-5561		312.88
5009021963	05/09/2016	Diane DeLaurantis	010-5800		1,200.00
5009021964	05/09/2016	SOUTHERN CALIF. EDISON	010-5520		40,319.52
5009021965	05/09/2016	FOOD SHARE, INC.	010-4300		144.24
5009021966	05/09/2016	THE GAS COMPANY	010-5530		2,190.73
5009021967	05/09/2016	Global Equity Communications	010-5800		4,875.00
5009021968	05/09/2016	Godoy Studios	010-5800		9,525.00
5009021969	05/09/2016	HARRIS WATER CONDITIONING	010-5540		22.32
5009021970	05/09/2016	HOME DEPOT CREDIT SERVICES	010-4300		486.99
5009021971	05/09/2016	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		1,479.96
5009021972	05/09/2016	Blaine Kutin	010-5800		814.09
5009021973	05/09/2016	Learning Priority, Inc	010-5800		4,500.00
5009021974	05/09/2016	Learn with Ipads LLC	010-5800		997.50
5009021975	05/09/2016	Michael Lorimer	010-5800		3,477.84
5009021976	05/09/2016	MICOP	010-5100	6,539.08	
			010-5800	3,765.28	10,304.36
5009021977	05/09/2016	Ford Credit Dept 67-434	130-7438	116.00	
			130-7439	530.94	646.94
5009021978	05/09/2016	OXNARD ELEM SCHOOL DISTRICT	010-7141		4,577.40
5009021979	05/09/2016	Teachers for the Study of Educational Institutions	010-5800		3,510.00
5009021980	05/09/2016	U.S. Bank Corporate Payment Systems	010-4300	806.39	
			010-5200	1,324.85	2,131.24
5009021981	05/09/2016	Ventura County Star	010-5300		205.60
5009021982	05/09/2016	Dr. Elizabeth Yeager	010-5800		1,012.50
5009021983	05/10/2016	Nancy Ramos	010-5200		200.00
5009021984	05/10/2016	Primitivo Garcia	010-5200		200.00
5009021985	05/10/2016	Jacqueline S. Coronado	010-5200		200.00
5009021986	05/10/2016	Erin E. Trujillo	010-5200		264.91
5009021987	05/10/2016	Robert W. Guynn	010-5200		1,085.36
5009021988	05/10/2016	Faye C. Veal	010-4300		992.16
5009021989	05/10/2016	Agromin Horticultural Products	010-4360		54.99
5009021990	05/10/2016	ALL-PHASE ELECTRIC SUPPLY	010-4300		585.36
5009021991	05/10/2016	Aswell Trophy	010-4300		470.38
5009021992	05/10/2016	MRS FIGS BOOKWORM	010-4200		897.44
5009021993	05/10/2016	CODESP	010-5800		1,950.00
5009021994	05/10/2016	EduLink	010-5800		6,732.00
5009021995	05/10/2016	Ewing Irrigation Products Inc	211-4300		1,727.58
5009021996	05/10/2016	FERGUSON ENTERPRISES, INC.	010-4300		124.54
5009021997	05/10/2016	Hip Hop Mindset	010-5800		3,500.00
5009021998	05/10/2016	Isom Advisors a Division of Urban Futures Inc	010-5800		3,350.00

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Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021999	05/10/2016	Kimball Midwest	010-4300		770.84
5009022000	05/10/2016	Quiet Signs	211-5800		22,389.36
5009022001	05/10/2016	Ventura County SELPA	010-5800		16,240.00
5009022002	05/10/2016	Teacher College, Columbia Univ	010-5200		1,650.00
5009022003	05/10/2016	Sunbelt Rentals	211-5800		401.61
5009022004	05/12/2016	Jenise A. Buckenberger	130-4300		121.89
5009022005	05/12/2016	Elena Ramirez	010-5200		30.78
5009022006	05/12/2016	Robert E. Wagstaff	010-4300		799.24
5009022007	05/12/2016	Carmen Vasquez	010-4300		48.37
5009022008	05/12/2016	Maria M. Hernandez	010-4300	113.32	
			010-5200	696.77	810.09
5009022009	05/12/2016	Darin C. Spencer	010-4300		39.93
5009022010	05/12/2016	Cheryl Molina	010-5200		200.00
5009022011	05/12/2016	Eve Acosta	010-5200		24.41
5009022012	05/12/2016	Cameron L. Ohl	010-4300		21.48
5009022013	05/12/2016	Annie Graton	010-5200		150.00
5009022014	05/12/2016	Joanne Davidson	010-4300		208.67
5009022015	05/12/2016	John D. Puglisi	010-4300		82.17
5009022016	05/12/2016	Pamela Waltmann	010-5200		20.09
5009022017	05/12/2016	Katie R. Riggs	010-5200		200.00
5009022018	05/12/2016	Kayden Orozco	010-5200		33.64
5009022019	05/12/2016	Jeannette D. Smith	010-5200		105.00
5009022020	05/12/2016	Gertraud Tomlinson	010-4300		55.15
5009022021	05/12/2016	Jorge Napoles	010-4300		98.66
5009022022	05/12/2016	Oscar G. Hernandez	010-5200		206.60
5009022023	05/12/2016	Ignacio W. Arroyo	010-5200		22.25
5009022024	05/12/2016	Sara C. Dowey	010-4300		27.33
5009022025	05/12/2016	BARON INDUSTRIES	010-4300		256.55
5009022026	05/12/2016	CCP Industries	010-4300		493.87
5009022027	05/12/2016	Children's Therapy Network Inc	010-5800		174.00
5009022028	05/12/2016	COGGS TIRE SERVICE	010-5610		69.43
5009022029	05/12/2016	Copy Court	010-9320		394.20
5009022030	05/12/2016	GIBBS INTERNATIONAL	010-5610		3,445.05
5009022031	05/12/2016	Green EconoME	010-6202		126,061.67
5009022032	05/12/2016	Oscar Hernandez	010-5200		401.18
5009022033	05/12/2016	HOME DEPOT CREDIT SERVICES	010-4300		170.47
5009022034	05/12/2016	Jostens	010-4300		166.91
5009022035	05/12/2016	Julie Avnit	211-5800		4,550.00
5009022036	05/12/2016	KONICA MINOLTA PREMIER FINANCE	010-5612	2,672.15	
			130-5612	242.92	2,915.07
5009022037	05/12/2016	MJP COMPUTERS	010-5800		133.82
5009022038	05/12/2016	Hekar Rivera	010-5800		1,890.25
5009022039	05/12/2016	SC Fuels	010-4300	2,921.78	
			010-4360	85.63	
			130-4300	161.93	3,169.34
5009022040	05/12/2016	Skillpath Seminars	010-5800		199.00

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

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Checks Dated 04/25/2016 through 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009022041	05/12/2016	Smith Pipe & Supply	010-4360		92.93
5009022042	05/12/2016	Studentnest Inc. dba Studentnest.com	010-5800		3,196.77
5009022043	05/12/2016	Taylor Steel & Welding	010-4300		117.40
5009022044	05/12/2016	Traffic Technologies, LLC	010-4300		702.00
5009022045	05/12/2016	U.S. Bank Systems	Corporate Payment 010-4300	647.28	
5009022046	05/12/2016	VCOE	010-5200	2,497.05	3,144.33
5009022047	05/12/2016	YAMA LAWNMOWER REPAIR	010-5200		120.00
5009022048	05/16/2016	Teresa R. Ivey	010-4360		232.19
5009022049	05/16/2016	AMERICAN EXPRESS	010-5200	749.64	83.64
			010-5200	3,785.57	
			010-5600	2,043.00	
			010-5800	154.79	6,733.00
5009022050	05/16/2016	BARON INDUSTRIES	010-4300		123.82
5009022051	05/16/2016	Color New Co	211-6202		115,045.00
5009022052	05/16/2016	Copy Court	010-9320		394.20
5009022053	05/16/2016	Dominos Pizza	130-4710		1,811.49
5009022054	05/16/2016	Driftwood Dairy	130-4710		10,592.70
5009022055	05/16/2016	GIBBS INTERNATIONAL	010-4300		251.80
5009022056	05/16/2016	Golden State Alarms, Inc.	010-5610		27,777.63
5009022057	05/16/2016	Harvest Santa Barbara	130-4710		5,329.00
5009022058	05/16/2016	Jive Communications	010-5800		658.91
5009022059	05/16/2016	SYSCO VENTURA	Cancelled		27,896.28
		Cancelled on 05/20/2016			
5009022060	05/16/2016	U.S. Bank Systems	Corporate Payment 010-4200	81.78	
			010-4300	2,360.88	
			010-5200	5,139.60	
			010-5600	178.00	
			010-5800	1,512.00	9,272.26
5009022061	05/16/2016	US BANK	251-5800		1,650.00
5009022062	05/17/2016	Architecture for Education Incorporated	211-6219		305,304.00
5009022063	05/17/2016	Broadview Networks	211-6202		31,338.55
5009022064	05/17/2016	Driftwood Dairy	130-4710		14,459.24
5009022065	05/17/2016	Lakeshore	010-4300		37.39
5009022066	05/17/2016	SYSCO VENTURA	130-4710		31,216.86
5009022067	05/17/2016	THE BERRY MAN, INC.	130-4710		43,984.53
5009022068	05/18/2016	Jacob R. Waltrip	010-4300		557.06
5009022069	05/18/2016	Katherine Muller	010-5200		387.60
5009022070	05/18/2016	Architecture for Education Incorporated	211-6101	3,655.72	
			211-6219	70,159.69	73,815.41
5009022071	05/18/2016	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		60.00
5009022072	05/18/2016	FOOD SHARE, INC.	010-4300		70.06
5009022073	05/18/2016	Footworks Youth Ballet	010-5800		199.00
5009022074	05/18/2016	Green EconoME	010-6202		254,527.94
5009022075	05/18/2016	Laurel Rice	010-5800		338.00

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Checks Dated 04/25/2016 through 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009022076	05/18/2016	Murals by Lisa Kelly	010-5800		1,933.33
5009022077	05/18/2016	Hekar Rivera	010-5800		2,096.54
5009022078	05/18/2016	VENTURA COUNTY APCD	010-5800		565.00
5009022079	05/19/2016	SISC FINANCE	010-9516	8,893.47	
			010-9534	500,748.00	
			010-9537	31,370.13	541,011.60
5009022080	05/19/2016	ACADEMIC TUTORING SERVICES	010-5800		3,589.65
5009022081	05/19/2016	MRS FIGS BOOKWORM	010-4200		5,920.13
5009022082	05/19/2016	Markerboard People	010-4300	362.88	
			Unpaid Sales Tax	26.88-	336.00
5009022083	05/19/2016	Ox Blue	010-6400	13,062.92	
			Unpaid Sales Tax	399.92-	12,663.00
5009022084	05/19/2016	SYSCO VENTURA	130-4710		83,665.66
5009022085	05/23/2016	Abbey Shaw Linder	010-4300		775.26
5009022086	05/23/2016	Wanda Kelly	010-4300		126.00
5009022087	05/23/2016	Clara M. Mendez	010-5200		65.58
5009022088	05/23/2016	Jacob R. Waltrip	010-4300		219.22
5009022089	05/23/2016	Leticia Arellano	010-4300		400.00
5009022090	05/23/2016	Kristen A. Steiner	010-4300		802.00
5009022091	05/23/2016	Nicole L. Flaherty	010-4300		64.53
5009022092	05/23/2016	Nicole Martin	010-4300		30.08
5009022093	05/23/2016	Lacey Piper	130-4300		52.67
5009022094	05/23/2016	Scott R. Barlow	010-4300		650.23
5009022095	05/23/2016	Monica O. Rivera	010-5200		43.74
5009022096	05/23/2016	Dana Mainzer	010-4300		210.38
5009022097	05/23/2016	Jorge Napoles	010-4300		87.09
5009022098	05/23/2016	Sara C. Dowe	010-4300		22.58
5009022099	05/23/2016	Margaret Wiley	130-4305		250.00
5009022100	05/23/2016	1 ipad Gratis LLC	010-5800		4,621.73
5009022101	05/23/2016	ALL-PHASE ELECTRIC SUPPLY	010-4300		75.10
5009022102	05/23/2016	Aswell Trophy	010-4300		2,541.19
5009022103	05/23/2016	BARON INDUSTRIES	010-4300		174.86
5009022104	05/23/2016	CALIFORNIA ELECTRIC COMPANY	211-6190		1,929.75
5009022105	05/23/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		587.14
5009022106	05/23/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.24
5009022107	05/23/2016	CCP Industries	010-4300		220.20
5009022108	05/23/2016	CDE/CASHIER'S OFFICE	130-9320		166.40
5009022109	05/23/2016	CLub ZI In home tutoring Srvces.Inc	010-5800		649.81
5009022110	05/23/2016	COGGS TIRE SERVICE	010-4300	22.30	
			130-5600	11.83	34.13
5009022111	05/23/2016	California School Boards Assn P O box 1660	010-5300		10,334.00
5009022112	05/23/2016	Datamatics Inc. DBA Achieve HighPoints	010-5800		346.99
5009022113	05/23/2016	Diane DeLaurant's	010-5800		1,412.50
5009022114	05/23/2016	Driftwood Dairy	130-4710		1,517.52
5009022115	05/23/2016	DIV. OF THE STATE ARCHITECT	211-6220		2,500.00
5009022116	05/23/2016	DIV. OF THE STATE ARCHITECT	211-6220		6,981.18

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Checks Dated 04/25/2016 through 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009022117	05/23/2016	Grainger	010-4300		1,513.00
5009022118	05/23/2016	HOME DEPOT CREDIT SERVICES	010-4300	910.35	
			010-4360	19.70	
			010-5630	269.78	
			130-4300	70.96	1,270.79
5009022119	05/23/2016	Ike's Pump & Drilling, Inc	010-5800		9,494.50
5009022120	05/23/2016	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		4,300.67
5009022121	05/23/2016	KONICA MINOLTA PREMIER FINANCE	010-5612		1,766.80
5009022122	05/23/2016	Blaine Kufin	010-5800		783.18
5009022123	05/23/2016	Mark It Place	010-4300		713.37
5009022124	05/23/2016	McCARTY & SON'S TOWING	010-5610		125.00
5009022125	05/23/2016	Myers, Widders, Gibson, Jones	010-5802	1,219.25	
			211-5802	277.50	
			251-5802	2,146.75	3,643.50
5009022126	05/23/2016	NV/5	211-5800		885.00
5009022127	05/23/2016	O'Reilly Auto Parts	010-4300		77.96
5009022128	05/23/2016	OXNARD ELEM SCHOOL DISTRICT	010-7141		2,288.70
5009022129	05/23/2016	PARADIGM HEALTHCARE SERVICES	010-5600		1,500.76
5009022130	05/23/2016	MD Enterprises	010-4400	3,328.56	
			Unpaid Sales Tax	246.56-	3,082.00
5009022131	05/23/2016	Quiet Signs	211-5800		16,519.38
5009022132	05/23/2016	SC Fuels	010-4300	1,404.60	
			010-4360	82.76	
			130-4300	44.50	1,531.86
5009022133	05/23/2016	School Nutrition Association	010-4300	186.84	
			Unpaid Sales Tax	13.84-	173.00
5009022134	05/23/2016	School Service Inc	010-4300	93.79	
			Unpaid Sales Tax	5.95-	87.84
5009022135	05/23/2016	Jay Samson	010-5200		609.16
5009022136	05/23/2016	TAFT ELECTRIC	211-5800	710.16	
			211-6190	1,039.84	1,750.00
5009022137	05/23/2016	VCOE	010-5800		4,912.63
5009022138	05/23/2016	VENTURA REFRIGERATION SALES & SERVICE	130-5600		475.85
5009022139	05/24/2016	AE Group Mechanical Engineers	211-6250		840.00
5009022140	05/24/2016	AMAZON.COM CORPORATE CREDIT	010-4300		3,779.96
5009022141	05/24/2016	Apple Inc.	010-4300	454.44	
			010-4400	12,667.92	13,122.36
5009022142	05/24/2016	BALFOUR BEATTY CONSTRUCTION	211-6272		162,360.00
5009022143	05/24/2016	DIV. OF THE STATE ARCHITECT	350-6220		750.00
5009022144	05/24/2016	Hip Hop Mindset	010-5800		3,990.00
5009022145	05/24/2016	JOHNSTONE SUPPLY	010-4300		106.55
5009022146	05/24/2016	Kimball Midwest	010-4300		32.07
5009022147	05/24/2016	McCARTY & SON'S TOWING	010-5610		860.49
5009022148	05/24/2016	NV/5	211-6135		1,700.50
5009022149	05/24/2016	O'Reilly Auto Parts	010-4300	185.51	

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Checks Dated 04/25/2016 through 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009022149	05/24/2016	O'Reilly Auto Parts	010-4360	2.21	187.72
5009022150	05/24/2016	PARADISE CHEVROLET	010-4300		169.60
5009022151	05/24/2016	PASSAGEWAY, INC.	010-5800		7,550.08
5009022152	05/24/2016	Pioneer Chemical Co	010-4300		242.14
5009022153	05/24/2016	Quiel Signs	211-5800		4,930.84
5009022154	05/24/2016	Ventura County SELPA	010-5800		39,360.00
5009022155	05/24/2016	U.S. Bank Systems	Corporate Payment 010-4200	2,006.00	
			010-4300	5,863.51	
			010-5200	1,234.68	
			010-5800	5.38	
			010-5900	73.34	9,182.91
5009022156	05/26/2016	Leslie T. Pimentel	010-4300		61.93
5009022157	05/26/2016	Jenise A. Buckenberger	130-4300	113.07	
			130-4710	57.55	170.62
5009022158	05/26/2016	Lisette Garcia	010-4300		64.78
5009022159	05/26/2016	Michelle B. Townsley	010-5200		110.00
5009022160	05/26/2016	Cesar Rosales	010-5200		125.00
5009022161	05/26/2016	Erin E. Trujillo	010-5200		64.91
5009022162	05/26/2016	Jay H. Sorensen	010-5200		220.26
5009022163	05/26/2016	Carolyn A. Bernal	010-4300		55.16
5009022164	05/26/2016	Lionel Cartzales	010-5200		58.54
5009022165	05/26/2016	Jessica Zarate-Martinez	010-5200		42.07
5009022166	05/26/2016	John Cardin	010-5200		55.08
5009022167	05/26/2016	Acer American Corporation	010-4300		2,629.77
5009022168	05/26/2016	AMAZON.COM CORPORATE CREDIT	010-4300		4,316.48
5009022169	05/26/2016	Annie Graton	010-4300		3,423.48
5009022170	05/26/2016	Assistance League School	010-5800		9,420.00
5009022171	05/26/2016	AVID CENTER	010-5200		725.00
5009022172	05/26/2016	MRS FIGS BOOKWORM	010-4300		275.10
5009022173	05/26/2016	Box Cars & One-Eyed Jacks	010-4300		202.13
5009022174	05/26/2016	BRAINPOP	010-5800		2,840.00
5009022175	05/26/2016	CALIFORNIA DEPARTMENT OF EDUCATION	130-9320		1,141.56
5009022176	05/26/2016	CASA PACIFICA	010-5800		3,366.00
5009022177	05/26/2016	City of Ventura Aquatics	010-5800		1,000.00
5009022178	05/26/2016	Ralph D'Oliveira	010-5800		4,800.00
5009022179	05/26/2016	FEDEX	010-5900		231.94
5009022180	05/26/2016	FOOD SHARE, INC.	010-4300		80.00
5009022181	05/26/2016	GOPHER SPORTS	010-4300		588.48
5009022182	05/26/2016	SC Fuels	010-4300	1,434.85	
			010-4360	104.29	
			130-4300	137.29	1,676.43
5009022183	05/26/2016	Stephen Clark	010-5800		900.00
5009022184	05/26/2016	Tax Deferred Services Suite 209	Corporate Office 010-9539		66,831.66
5009022185	05/26/2016	VCOE	010-5804		600.00

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Checks Dated 04/25/2016 through 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009022186	05/26/2016	Sunbelt Rentals	010-5610		649.49
Total Number of Checks				414	3,123,489.79

	Count	Amount
Cancel	4	41,549.64
Reissue	1	2,288.70
Net Issue		3,079,651.45

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	352	1,946,792.16
130	Cafeteria Fund	36	179,543.69
211	Building Fund	33	945,496.94
251	CAPITAL FACILITIES - RESIDENTI	3	7,796.75
350	County School Facilities Fund	1	750.00
Total Number of Checks		409	3,080,379.54
Less Unpaid Sales Tax Liability			728.09-
Net (Check Amount)			3,079,651.45

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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10.4



Agenda Item: 10.4. Approval of the Personnel Report

Speaker: Carolyn Bernal, Director of Human Resources

Rationale: The personnel report for June 8, 2016 is presented for approval.

Recommended Motion: It is recommended the board take action to approve the June 8, 2016 personnel report as presented.

Attachments:
Personnel Report 06/08/2016

RIO SCHOOL DISTRICT

June 8, 2016

Certificated Personnel Report

Certificated Management Ratification of Employment:

Smith, Amy, Psychologist, Pupil Personnel Services, (1.0) FTE, effective 8/15/2016

Certificated Ratification of Employment:

Winkley, Rachel, SAI Teacher/Resource Specialist, Rio Rosales, (1.0) FTE, effective 5/9/2016

2016/2017 Certificated Involuntary Transfers:

Downing, Courtney, Elementary Teacher, (1.0) FTE, from Rio Real to Rio Lindo, effective 7/1/2016

Spencer, Darin, Elementary Teacher, (1.0) FTE, from Rio Real to Rio Del Mar, effective 7/1/2016

2016/2017 Leave of Absence:

Taylor, Natalie, SAI Teacher, Rio Rosales, 50% LOA, effective 7/1/2016

Migrant Summer School Employment: June 27, 2016 - July 22, 2016(Contingent Upon Enrollment):

Chavez, Mireya, Teacher

Flemming, Mary, Teacher

Gutierrez, Mary, Teacher

Jaramillo, Rocio, Teacher

Montano, Elizabeth, Teacher

Parks, Heather, Teacher

Ruiz, Cesar, Teacher

Walsh, Frank, Teacher

Special Education Summer School Employment: June 23, 2016-July 21, 2016 (Contingent Upon Enrollment):

Ibarra, Kari, Teacher

Jones, Jacqueline, Teacher (Shared Assignment)

Schuster, Lauren, Teacher

Villa, Maura, Teacher (Shared Assignment)

Visser, Lisa, Teacher

Summer Science Academy: June 25, 2016 - August 12, 2016 (Contingent Upon Enrollment):

Fonseca, Jacque, Teacher

Walsh, Frank, Teacher

Jones, Jacqueline, Teacher

Steiner, Josh, Teacher

Calderon, Melinda, Teacher

Lund, Jeanette, Teacher

Garcia, Lisette, Teacher

Auerbach, Katie, Teacher

Argend, Louise, Teacher

Mainzer, Dana, Teacher

Kelman, Larry, Teacher

Valdez, Marisela, Teacher

Graton, Annie, Teacher

Rosales, Cesar, Teacher
Mathwin, Gena, Teacher

Classified Personnel Report

Classified Leave of Absence

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

Classified Management Ratification of Employment:

Higa, Cathleen, Director of Fiscal Services, District Office, (1.0) FTE, effective 6/14/2016

Classified Promotion

Alvarado, Connie, School Office Manager/Secondary, Rio Vista, effective 8/1/16

Alvarado, Olga, Administrative Secretary, Facilities, 8hrs, effective 7/1/16

Anderson, Mutsuko, Food Service Manager, Rio Real, 8hrs, effective 7/1/16

Ramirez, Alfredo, Night Custodian, Rio Del Valle, 8hrs, effective 7/1/16

Classified Ratification of Summer School Employment:

Alfaro, Nora, Clerk Typist II/Bilingual-Biliterate, Kindergarten Jump, OSFS, effective 6/29/16 -7/20/16

Kaneshiro, Judy, Instructional Assistant, Kindergarten Jump, Rio Plaza, effective 6/29/16 -7/20/16

Classified Management Resignation:

Mills, Amy, Neighborhood For Learning Coordinator, OSFS, effective 5/28/16

Classified Resignation:

Andrade, Tania, Library Clerk, Rio Plaza, .50 FTE, effective 6/16/16

Classified Ratification of Summer School Employment:

Barroso, Marlaena, Instructional Assistant/SPED, Math Science Summer Academy effective 7/25/16 - 8/12/16

Classified Voluntary Transfer:

Preciado Nuno, Jesus, Night Custodian, from Rio Del Valle to Day Custodian, Rio Plaza, effective 7/1/16

10.5



Agenda Item: 10.5. Approval of the National University Internship Program Agreement

Speaker: Carolyn Bernal, Director of Human Resources

Rationale: The attached agreement puts in place an agreement with National University with respect to their internship program and placement of eligible candidates in the Rio School District.

Recommended Motion: It is recommended the board approve the agreement for Internship Credential Program between the RSD and National University.

Attachments:
National University Internship Credential Program Agreement



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective May 19, 2016 (“**Effective Date**”) by and between Rio Elementary, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Ventura, Rio Elementary (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. **Term**. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns**. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements**. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be District employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, District reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request District shall provide written certification to University that each Intern placed with District has not displaced a certificated District employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. District and University will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Program. District supervisors are called "Site Support Providers". University supervisors are called "University Support Providers". District Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. University Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
 - b. District Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. University Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. District and University shall independently determine the qualifications of their respective supervisors.
 - c. District's Site Support Provider and University's Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. District's Site Support Provider/Site Supervisors and University's Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
 - g. District will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at District.
 - h. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. District Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. University Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. University Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.
9. Counseling, Psychology and Administrative Services Intern Support
 - a. To support Services Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. District supervisors are called "Site Support Providers/Site Supervisors". University supervisors are called "Support Providers/University Supervisors".
 - b. District and University shall independently determine the qualifications of their respective supervisors.
 - c. District's Site Support Provider/Site Supervisors and University's Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - d. District's Site Support Provider/Site Supervisors and University's Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing

assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.

- f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. **Academic Responsibility.** **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
11. **Duration of Internship.** Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
12. **Assessment.** Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
13. **Indemnity.** The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.
- The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.
14. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
15. **Publicity.** Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
16. **Records.** It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
17. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
18. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
19. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
20. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
21. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

District: Rio Elementary

Contact: Frank Adame
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8300
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Randy C. Frisch, Esq.
Vice Chancellor, Business and Administration

Telephone: _____

Dated: _____

Dated: _____

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology

10.6



Agenda Item: 10.6. Approval of Emerald Data Solutions BoardDocs Pro Formal Proposal

Speaker: Superintendent Puglisi

Rationale: Board Docs is a state of the art, cloud based Board Management Service from Emerald Data Solutions. Developed specifically for public governing bodies, Board Docs provides a means of immediately publishing and revising agenda items, supporting documents, and policies procedures via the Internet.

Financial Impact: Financial Impact: \$12,000.00

Funding Source: General Fund

Attachments:
Board Docs



BoardDocs Return on Investment and Total Cost of Ownership

For: Rio School District

Board Related Documents

Agenda:

Hard Cost: \$2,400

Cost of Ownership-Labor: \$5,400

Minutes:

Cost of Ownership-Labor: \$5,400

Policy:

Cost of Ownership-Labor: \$5,250

Estimated Total Costs: \$18,450

Additional Cost of Ownership

Research Time:

Cost of Ownership-Labor: \$ 720.00

IT Time:

Cost of Ownership-Labor: \$ 540.00

Board Member Time:

Cost of Ownership-Labor:\$ 180.00

Additional Cost of Ownership Total Costs: \$ 1,440

Total Costs Today: \$19,890

Total Annual Cost of BoardDocs: \$12,000

Total Costs with BoardDocs: Total Costs with BoardDocs Investment: \$13,117.00 (Total savings each year with BoardDocs is \$5,227.50 based on a 50% return on investment...could be more, many subscribers see up to 75%.)

***Does not account for longevity of equipment with less use, less stress, and does not encompass entire district, therefore a conservative calculation**



BoardDocs Pro Formal Proposal

Executive Overview

Introduction

BoardDocs® Pro is a state-of-the-art, cloud-based Board Management Service from Emerald Data Solutions™. Developed specifically for public governing bodies, BoardDocs provides a means of immediately publishing and revising agenda items, supporting documents, and policies and procedures via the Internet. Staff Members can quickly and easily create, approve and track agenda items and other correspondence. BoardDocs services offer governing bodies a simple way to eliminate paper-based and less advanced electronic processes while maintaining a searchable, legal repository for all documents.



BoardDocs improves governance by making documents readily available to governing bodies, designated staff and the public in a professional, easy-to-access format. Staff maintains total control over who sees what information - and when. Governance stakeholders have immediate and ubiquitous access to their data via most Internet-connected devices. No third-party apps are required because BoardDocs is platform-independent and looks, feels and functions the same across both mobile and stationary devices.

BoardDocs goes far beyond email, PDF quick-fixes and general-purpose cloud services like Google Drive. It is a turn-key, state-of-the-art solution that includes all supervision, labor, materials, hosting, hardware, licensing, training, technical support, upgrades and documentation necessary to implement and maintain an effective electronic board document management system. With BoardDocs, there's no need to incur the cost of purchasing and supporting a thick client infrastructure; the organization need only provide Internet-connected devices to access the service.

Benefits Summary

In addition to dramatic improvements in governance processes and board effectiveness, our subscribers consistently report substantial annual cost savings, time-of-staff savings of up to 75%, increased transparency with stakeholders and multiple environmental benefits.

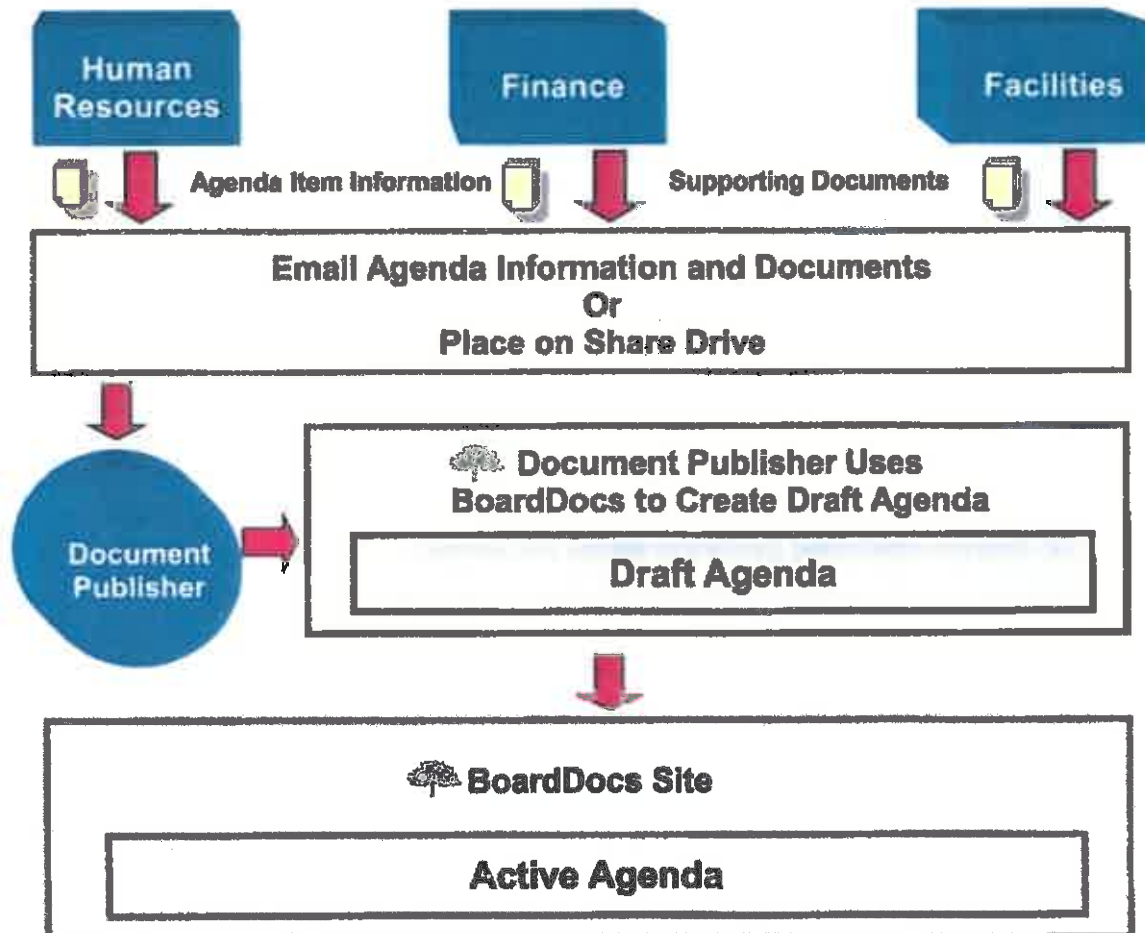
Document Submission, Creation and Publishing

With BoardDocs, the people that create the packet are the ones who manage it. And, since BoardDocs services provide centralized data storage, stakeholders can always be confident that there is only one valid copy of agenda information to be viewed or managed. There is no confusion regarding whether or not the information being viewed is current, because everyone is looking at the same documents.

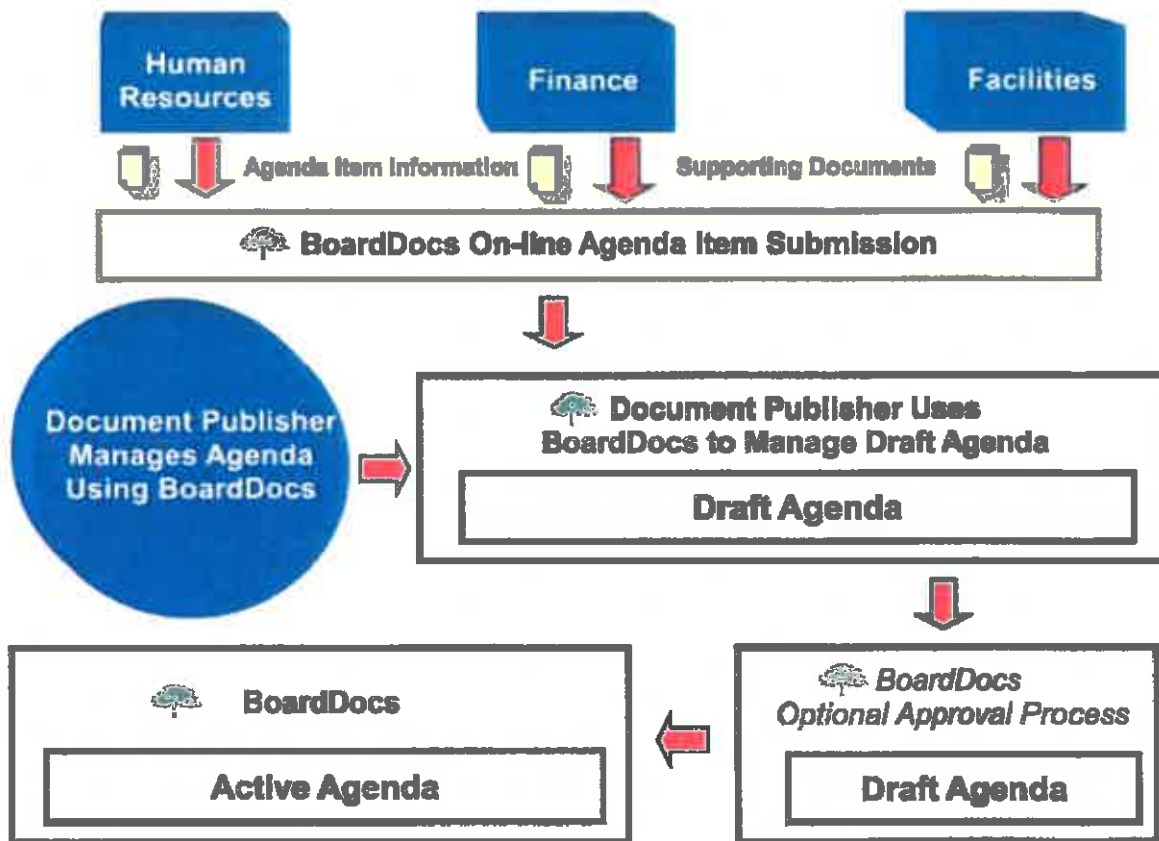
Document Submission Options

BoardDocs Pro is easily customized to meet your organization's document workflow requirements. Data can be collected and entered into the system in three ways:

Smaller organizations may prefer to designate a single person or a small group of people to gather electronic versions of their documents and enter them into the system. Using this simple method, these "document publishers" receive agenda item information and supporting documents via email or network share and create the agenda items using BoardDocs Pro document publisher software. This method often gives the document publisher(s) the ultimate control over all facets of the agenda item creation process.



The second option provides an easy way for designated staff members to create and submit their own agenda items using the BoardDocs Pro advanced user interface. As the items are submitted, the document publisher acts as the gatekeeper by ordering, checking and finalizing the agenda items.



Mid-sized and larger organizations will often choose to use online submission of agenda items due to a geographically dispersed staff or to accommodate the large volume of information that needs to be included in packets. This option also benefits submitters of regular or reoccurring reports as it provides a way for submitters to easily create, duplicate and manage their reports in a private work area.

The third option is similar to option two, but adds the ability for document submitters to select from one of several customizable approval trees that the item must proceed through prior to reaching the document publisher. Any number of approval trees can be set up where serial lists of approvers can be maintained. Once an agenda item is submitted and an approval tree is designated, an email message is sent to the first approver in the tree and the document publisher is notified. The approver then has several options:

- They can review the item and approve it
- They can edit the item and approve it with changes
- They can reject the item and send it to the original submitter
- They can send it back to any previous approver

Once approved, the correct staff member is notified via email and the item can no longer be edited by previous staff members. The next approver will have the same options and the agenda item will continue to move through the approval tree until everyone has approved the item. The document publisher can monitor this process and review the approval queue for each user. At any point, the document publisher can force approval of an item, as well as re-start the approval process.

Each document is securely stamped with the workflow history of the creator and each approver so that members of the governing body will know who signed off on each item prior to it being placed in the packet.

Final Publishing

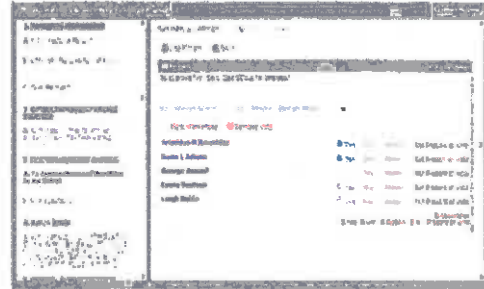
While any designated staff member can submit agenda items to draft meetings using a browser, only document publishers can activate meetings. Access is ultimately managed by the document publisher at the meeting, agenda item and sub-agenda item level. Additional workflow rules are used to release meeting information and documents based on role and by date.

The formatting of the submitted items is up to the submitter and the document publisher. Rich text formatting is available to all users, and when cutting and pasting from standard applications, formatting is preserved. By using attachments, any type of file format is supported to provide backup information. By allowing users to control the formatting and presentation of each agenda item, the organization can define exactly how the information will be presented to the board, staff and/or the public.

Meeting Management

Meeting Control Panel

BoardDocs Pro provides comprehensive tools for meeting management. The core of our meeting management is the Meeting Control Panel (MCP). The organization can designate any staff member or even a member of the governing body to be the meeting moderator. Because the MCP is a Web App, there is no software to install. Using the MCP, designated meeting moderators have the ability to move agenda items in and out of consent, re-order the agenda, record motions, record voting, enable online voting and take notes for inclusion in the minutes.



“Follow Me” Technology

With BoardDocs Pro “Follow Me” technology, it’s easy to be sure that everyone is on the same page. As the meeting moderator moves through the meeting, the governing body members can follow along. They simply click on the blinking agenda item at any time and are immediately taken to the current agenda item.

Voting

BoardDocs Pro is easily customizable and can collect actions in two ways. Organizations can designate a moderator to record the action details during or after the meeting, or the built-in online voting system can be used. Through the Meeting Control Panel, the action information and any additional notes are stored in each agenda item and made available to the public and authenticated users at the appropriate times.

BoardDocs Pro supports multiple motions per agenda item, multiple votes per item, real time modification of motions, automatic vote tally and provides the ability to override the results to meet virtually any voting scenario.

BoardDocs Pro also supports consent agenda items. Using the consent feature, the board can vote on several agenda items at once and BoardDocs Pro populates the resulting vote in each agenda item. Items can be removed from or added to the consent agenda in real time, during the meeting, with a simple click by the meeting moderator.

ScoreBoard

No matter how action information is recorded, BoardDocs Pro can share the results with the public in real time. ScoreBoard is an automated screen that follows the progress of the meeting and keeps the public up-to-date with the actions of the board. It is typically displayed on large screens in the board room during the meeting.

Minutes

BoardDocs Pro uses the action information stored in each agenda item to generate draft minutes of the meetings. Once the minutes are generated, the document publisher can format and edit using the BoardDocs Pro integrated editor. When complete, the minutes are placed in the system as an agenda item and attached to a future meeting. Once approved by the board, they are automatically released to the public and associated with the correct meeting.

Highline School District Regular Meeting
Monday, July 19, 2010
The meeting is to be held in the Jordan Hill Center on 6454 E. Park Street, Denver, CO



BoardDocs Pro Features and Benefits

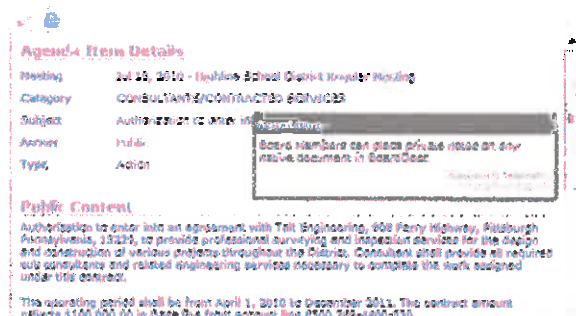
Ease of Use

BoardDocs Pro is currently being used by tens of thousands of users nationwide. This industry-standard solution provides an advanced user interface where stakeholders can access information in an intuitive manner. All information associated with agenda items, policies and library items can be consolidated in a customizable and easy-to-use electronic packet. Using the packet, designated stakeholders get an instant snapshot of all policies under consideration, current meetings, upcoming events, important documents and can even track progress of selected board goals.

Emerald Data Solutions has conducted a tremendous amount of research and taken recommendations from thousands of board members to assure that every governing body can easily navigate the service. We provide on-site training, user-friendly documentation, video tutorials, electronic manuals and online help. Plus, if any BoardDocs user ever needs additional assistance, Emerald Data Solutions provides 24-hour, live, toll-free technical support at no additional charge.

Annotations

BoardDocs Pro provides support for governing body members to enter private notes on any native BoardDocs Pro document. The notes are stored separately from the organization's data in a private notebook on BoardDocs' servers. While most solutions store annotations together with the organization's data, BoardDocs Pro's private annotation solution is unique. By maintaining the information in a separate database, the organization is not required to provide the annotations in response to a FOIA request.



Meeting Video

Meeting video allows stakeholders to go well beyond documents and actually view what happened during each agenda item in a meeting. This feature simplifies the task of associating and managing meeting video by providing easy-to-use tools that automate the process involved with delivering video over the Web. Users can easily associate their video with each meeting and tag individual agenda items to any part of the video, all while displaying them through the organization's existing BoardDocs interface.

Stakeholders can then use BoardDocs' powerful search tools to search for any agenda item within a meeting. Once the item is found, the stakeholder is presented with the highest fidelity experience of what actually happened during the meeting, including the agenda item, background information and video - all from one simple interface.

Advanced Web Application Technology

BoardDocs' advanced Web technology provides an extremely rich user experience by delivering custom interfaces across multiple platforms without the need to install custom software or special end-user configurations. Recognizing the power of the individual to design their own Web experience, BoardDocs technology moves document management away from the IT department and to the individuals that actually create and manage the packet.

In the end, this technology helps governing bodies operate more effectively by eliminating paper, replacing less advanced electronic solutions and streamlining board packet processes. Organizations save money, time and increase transparency for their stakeholders. With BoardDocs, organizations of all sizes can significantly improve the way they create and manage board packets, access information and conduct meetings.

Client Requirements

BoardDocs Pro readers and publishers can access the BoardDocs user interface via most contemporary Web browsers, from virtually anywhere, on just about any Internet-connected device. There are no thick client applications to install, update or maintain. The organization is only responsible for supplying any client hardware and network infrastructure necessary to connect to BoardDocs services via the Internet.

Dedicated Database

BoardDocs uses a dedicated database and code base for each client. By using separate databases, access control lists and code for each client, Emerald Data Solutions can assure that no other BoardDocs subscriber will have unauthorized access to any organization's private data. This also prevents data corruption from spreading throughout the system.

Integrated Solution

BoardDocs is the only solution to provide online meetings, library, goal tracking, events, video and policy solutions in one product. Other solutions require separate products for policies and agenda items. BoardDocs provides for all governance document needs in one simple system. This allows our clients to use one service for the features that boards need the most to support and streamline their governance activities.

Hosting and Technology Partners

Our hosting environment is supported by technology partners who are regarded as the best-in-class providers of their services. Application services are provided by clusters of Oracle/Sun servers, behind four F5 enterprise load-balancers that are connected to redundant, high-speed network connections. These clusters are hosted at three SSAE 16/SOC1 audited (formally SAS 70) dedicated hosting centers located in Denver, Co Sterling, VA and Toronto, Canada. All feature emergency backup environmental systems for continuous, 7 x 24 operation. At each site, data is kept on dual, fully-redundant fiber arrays with redundant connections to all servers and independent copies of the data are kept and stored on dual Raid 5+1 configured arrays at each site, so hardware failure is extremely unlikely. Additionally, each week night, between 11:30 PM and 3:00 AM, production data is copied to a NAS-attached array. This backup is kept for 1 week, except for Friday's backup, which is stored for 3 additional weeks.

Storage

BoardDocs provides document archives and instant access for at least 20 years of information. If, after 20 years the amount of information does not exceed 20 GB, additional data will be stored until the limit is reached. Data exceeding the 20-year limit will be archived on optical media and provided to the organization.

Customization

BoardDocs service includes customization at no additional charge. Through customization, BoardDocs is ideal for both large and small organizations. While each organization has different agenda, formatting and workflow needs, our customization functionality assures that your processes will not be driven by the software. Rather, our technology will work to support your existing meeting format, agenda and workflow.

Search and MetaSearch

BoardDocs provides the ability to perform searches against the full text of any document in the system – including attachments. The document publisher determines what documents or parts of documents users can access. Through MetaSearch, BoardDocs also provides the capability to perform searches of public agenda items and policies from similar organizations using BoardDocs services. By using this exclusive feature, staff and governing bodies can research policies and procurement on a national basis, incorporate findings into their own efforts, develop best practices, and ultimately save a great deal of time and money.



BoardDocs Pro Formal Proposal

Custom Interface

BoardDocs supports the branding of public and private Web apps with the subscriber's information. Organizational logo support is provided for the apps and all printed documents. At any time, the subscriber can further modify the public and private Web sites with custom verbiage and designated documents. The public areas of BoardDocs are designed to integrate with the organization's Web site, and link back to it.

BoardDocs features several ways for subscribers to access data in the BoardDocs Pro database outside of our standard interface, including RSS and XML access to all public data. Using XML and RSS, dynamic information can be integrated into existing Web sites or custom queries can be made from most popular third-party reporting tools. Custom interfaces to the BoardDocs Pro data can also be created.

Ownership of Data, Backups, Object and Source Code

While BoardDocs maintains the data on behalf of each subscriber, we believe that the organization should have an up-to-date, local copy of all data. Our customers retain all ownership of content posted to their database and have exclusive control of who can access the data and when. Designated staff control access while the system and centralized storage ensure that there is only one valid and current copy of the information.

Technical Support

BoardDocs provides live, 7 x 24, US-based, no-charge technical support for all document publishers and authenticated users for the life of the agreement. The technical support is available via toll-free phone number with a guaranteed response time of two hours and a 24-hour resolution.

User Reports

BoardDocs is able to provide reporting on when users log in and access documents. If this information is provided to the organization, it will then be available to anyone via FOIA and Sunshine regulations. Most public governing bodies do not want this information collected or released to anyone.

User Accounts

Authenticated users will need an individual user ID and password. Initially, passwords and user names will only be shared with designated document publishers. After the implementation, changes to user names and passwords can be managed by designated staff using BoardDocs' People Manager.

Maintenance and Updates

Emerald Data Solutions provides ongoing maintenance, including minor fixes and updates to the software for the term of the agreement. Updates and fixes are automatically applied daily, as necessary, without user intervention. Emerald Data Solutions is continually responding to the needs of our subscribers and partners by improving our service and adding new features. This process is continuous and has taken BoardDocs from a simple paperless meeting solution to a comprehensive, sixth-generation board management solution.

Emerald Data Solutions will inform the customer and provide version upgrades as they become available at no additional charge. All version upgrades will be scheduled in advance and performed only after approval by the organization. Since BoardDocs is 100% Web based, there is no need to manage client software or install updates on workstations.

Training and Implementation

We have found that video or Web training is not sufficient to ensure complete success. As a result, every implementation of BoardDocs is performed on-site.

Emerald Data Solutions will assign a dedicated Implementation Specialist and Technical Analyst to assist in the implementation of the solution. The Implementation Specialist will conduct three on-site training sessions based on our proven curriculum. Each attendee will receive documentation, customized for the subject matter of their training session. Additionally, the organization's IT staff will receive a comprehensive IT Implementation Guide.

The training sessions will be scheduled on two consecutive days and will consist of the following:

Document Publishers – This session is to be attended by the designated document publisher(s). The instructor will lead a six- to eight-hour session where the attendee(s) will publish an entire meeting and learn how to load and manage the data and how the data is presented by BoardDocs Pro.

Senior Staff – This consultative session will explore the processes and workflow in preparing information to be managed using BoardDocs Pro. This two-hour session should be attended by the senior cabinet and their administrative assistants.

Governing Bodies – Each member will attend a one – two hour, instructor-led session where they will learn how to access the information from any Internet-enabled location and how to participate in a meeting using BoardDocs Pro.



BoardDocs Pro Formal Proposal

Other than a \$1,000, one-time start-up fee to cover travel expenses, there is no charge for initial training and implementation. Emerald Data Solutions will provide subsequent visits for training, on-site support or attendance of meetings at the organization's request. For these visits, Emerald Data Solutions will only submit travel expenses, including airfare, ground transportation and hotel, for reimbursement. The BoardDocs Web site also features documentation and video tutorials if any user would like a quick refresher on how to use the system. Emerald Data Solutions maintains support and training staff throughout the country, so help is never far away.

Still Need "Some" Paper?

If some of your organization's stakeholders still want to use paper, BoardDocs Pro provides an easy way to print individual agenda items, a customized agenda or even the entire packet.

Organizations can easily customize any report by adding logos, headers, footers and formatted text to their printed documents.

BoardDocs Plus

Need a Solution for Multiple Governing Bodies?

BoardDocs Plus is a new service enhancement that enables organizations with multiple public governing bodies to provide a separate, distinct and comprehensive suite of BoardDocs services to each group via one subscription.

BoardDocs Pro can support unlimited types of meetings for different committees; however, by adding Plus, each governing body can have separate confidential meetings, separate document managers and separate administrative access. With BoardDocs Plus, BoardDocs services can provide agenda item-level security so only authenticated users in each group can access meetings, agenda items or even parts of an agenda item.

About Emerald Data Solutions

Emerald Data Solutions is employee-owned and has been providing technology solutions to public and private organizations since 1989. Emerald Data Solutions is exclusively dedicated to the development and delivery of BoardDocs board management services. BoardDocs was initially developed in 2000, and since the national introduction of BoardDocs Pro in 2002, about 2,000 organizations have chosen BoardDocs for board management services.

Features and Costs Summary

The BoardDocs Pro service includes the following features:

- **BoardDocs eAgenda Solution for Unlimited Users**
- **BoardDocs ePolicy Development and Publication Solution**
- **BoardDocs Library with Support for Events, News, Board Goals and Board Member Pages**
- **Integrated Board Goals Management and Tracking**
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- **Private Document Annotations for Governing Body Members**
- **Advanced Document Workflow with Support for Unlimited Number of Document Submitters**
- **Customizable Approval Trees and Collaborative Annotations**
- **Meeting Control Panel (MCP) to Display and Record all Board Actions During the Meeting**
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- **Automated Public ScoreBoard with Voting Results and Speaker Timers**
- **Customizable email Notifications**
- **100% Web-based for access from Windows, Macintosh, Linux and iPad devices**
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- **Meeting Video simplifies the task of managing and associating videos for private or public meetings**
- **Access to BoardDocs MetaSearch**
- **Search Functionality for Consolidated Searches on Any Content**
- **7 x 24, Secure, Power-redundant Hosting with Daily Backups**
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- **7 x 24, Toll-free, US-based End-user Technical Support**
- **No Extra Charge for Customization**
- **Access to All Software Enhancements, Including Version Updates and Fixes for the Term of the Agreement**



BoardDocs Pro Formal Proposal

COST SUMMARY	
BoardDocs Pro Document Management System – One-time start-up fee	\$1,000
BoardDocs Pro Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, updates, upgrades, implementation and customization)	\$12,000 per year
BoardDocs Plus for Pro Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, implementation, updates, upgrades and customization)	\$20,000 per year

In some states, BoardDocs Pro service fees are invoiced by a designated billing agent. Services are invoiced at the beginning of each annual term. The delivery of BoardDocs services is exclusively defined by the BoardDocs End user Agreement (EUA).

Company Contact Information

Corporate Office, Payments and Legal Notices:

Emerald Data Solutions, Inc.
519 Johnson Ferry Rd. NE
Suite A100
Marietta, GA 30068

Other Information:

Federal Tax ID: 80-0003127
DUNS: 131937562
(800) 407-0141 x 3514
email: boarddocs@boarddocs.com
http://www.BoardDocs.com

10.7



Agenda Item: 10.7. Approval of Ongoing Professional Development Services FY1617

Speaker: Superintendent Puglisi

Rationale: The Superintendent is focused on professional development opportunities for teachers and administrators in the areas of Science, Technology, Engineering, Arts and Mathematics integration.

Financial Impact: Fiscal Impact:

Dr.Beth Yeager not to exceed \$16,000.00

Global Equity Communications not to exceed \$55,000.00

Funding Source: LCFF

Recommended Motion: Staff recommends approval.

Attachments:
GlobalFY1617
Yeager1617
FavianaFY1617

Global Equity Communications
622 Andamar Way
Goleta, CA 93117-2167
Office: ((805) 964-6040 Mobile: (805) 689-8445
fhirschdubin@rioschools.org phirsch@education.ucsb.edu

**Consulting Contract
2016-2017**

This agreement is being undertaken between Dr. Phoebe (Faviana) Hirsch-Dubin of Global Equity Communications, a California Corporation, and Dr. John Puglisi, Superintendent of the Rio School District. Global Equity Communications is affiliated with the LINC Center at the Gevirtz Graduate School of Education, University of California, Santa Barbara, where Dr. Hirsch-Dubin was a visiting scholar for two academic years.

The Rio School District is contracting with Dr. Phoebe Hirsch-Dubin as a Professional Expert in the fields of Mathematics, Ethnomathematics, and Educational Pedagogy. Per this contract, Dr. Hirsch-Dubin will provide the following services from July 1, 2016 through June 30, 2017: Staff Development with Principals and Teachers in Mathematics and Common Core Standards, coaching, and direct services to students in mathematics and other disciplines, as requested. Specifics of services rendered throughout the academic year will be discussed and decided upon by Dr. John Puglisi and Dr. Hirsch-Dubin.

There will be contact on a weekly basis via in-person and Skype meetings, as well as regular e-mail communication and reports in order for Dr. John Puglisi and Dr. Phoebe Hirsch-Dubin to coordinate, plan, and implement activities that will be provided to the Rio School District. The goal is to effectively create a Mathematics and Ethnomathematics Program, to support implementation of the Common Core Standards and Twenty First Century Learning objectives, to develop inquiry learning, particularly within the Inquiry Based Instructional Designers (IBID) teacher group, and to provide ongoing collaborative professional development as needed.

For Dr. Hirsch-Dubin's services, Global Equity Communications will receive a fee of \$65.00 per hour, not to exceed \$52, 000.00 for the contract period. Dr. Hirsch-Dubin will be on site in the Rio School District 2-3 days per week

between 8 am and 4 pm and on additional days as required throughout the contract period from July 1, 2016 through June 30, 2017. Support services will also be provided off site by Skype and other communications modalities.

This agreement is in effect as of July 1, 2016 and will be reviewed prior to the end date of June 30, 2017 in regard to services rendered and for evaluative purposes.

Dr. Phoebe Hirsch-Dubin
Co-Director
Global Equity Communications

Dr. John Puglisi
Superintendent
Rio School District

Dr. Elizabeth (Beth) Yeager
535 Camino De La Aldea
Santa Barbara, CA 93111
805-967-0963 Cell – 805-403-6679
eyeager76@gmail.com byeager@rioschools.org

Independent Consulting Contract 2016-2017

This agreement is being undertaken between Dr. Elizabeth (Beth) Yeager, independent education consultant, and Dr. John Puglisi, Superintendent, Rio School District. Dr. Yeager is also affiliated with the Institute for STEM Education at California State University, East Bay. This agreement, however, is being undertaken independently of this affiliation and does not constitute a contract with CSUEB.

Performance Period: The work described in this Independent consulting contract will be performed between September 1, 2016 and June 30, 2017.

Cost to the District: The cost to the district for Dr. Yeager's performance of the work described will not exceed \$16,000.

Statement of Work: Dr. Yeager will work with Dr. Puglisi, other District administrators, teachers and principals at selected Rio schools, at various grade levels. She will serve as a thinking and consulting partner in conceptualizing and supporting the implementation by District and school site administrators, faculty, and staff of professional learning opportunities ('professionals developing'). She will support teachers and others in examining their own work (drawing on an ethnographic perspective) in order to enhance instructional capacity. She will support professional learning in the areas of designing instruction (particularly inquiry-based instruction) within and across disciplines, and understanding and implementing Common Core State Standards (focusing particularly on disciplinary processes and practices, and, where appropriate, writing within and across disciplines), and planning for new Next Generation Science and Engineering Standards (NGSS), integrated within instructional design. Dr. Yeager will support teachers, principals, and/or District administrators in thinking about and building on and expanding student inquiry practices (across all students), investigative and reasoning competencies, while addressing content within and across disciplines (e.g., English Language Arts, History/Social Science, science, other), consistent with emphasis on practices within the Common Core and Next Generation Science and Engineering standards. A particular emphasis will be placed on supporting District-level administrators and teachers and/or principals in working with linguistically diverse students and/or students identified with special needs, and others not so identified, focusing on inclusive practices, within the context of the whole class, that afford all students rich learning opportunities. Dr. Yeager will support District initiatives, including, but not limited to Inquiry Based Instructional Designers (IBID), The Rio Indigenous

Project (TRIP), as well as STEAM-focused efforts within the District, that in turn are designed to support student access, growth and learning in the Rio District. Dr. Yeager will also serve as an embedded ethnographer of the thinking partner process for the District (that includes her work as a consultant as well as that of other thinking partner education consultants). She will maintain an archive of records of work and will guide analyses of these records, in support of the professional learning initiatives of the District.

Support for administrators, faculty and students will occur through ongoing and regular communication/dialogue and work, including thinking partner conversations, planning, and/or design for implementation; coaching and mentoring activities (through email, phone, Skype or other video conference communication, on site visits for coaching/mentoring, face2face release time work sessions, when appropriate, or professional learning sessions).

Dr. Yeager will provide the equivalent of approximately 213 hours of work. How these 213 hours are actually distributed and used will be negotiated over time with Dr. Puglisi, and, as appropriate, District administrators, school site principals, and/or teachers.

Deliverables will be assessed, and hours invoiced, monthly, summarized in an end-of-contract final report. Actual hours/days per monthly period will vary but the total for the contract period will equal 213 hours (at an equivalent monthly rate of \$75/hour), not to exceed a total value of \$16,000. The monthly invoice will serve as a progress report of work and will include number of hours worked and work (activities) accomplished.

This agreement is effective as of September 1, 2016 and will end, per submission of all deliverables, June 30, 2017.

Rio School District

**Elizabeth Yeager, Ph.D.
Education Consultant/independent
Contractor**

**John Puglisi (or representative)
Superintendent, Rio School District**

10.8



Agenda Item: 10.8. Approval of the Service Agreement between Blaine Kutin and RSD to provide Data Analysis Services July 1 thru December 30, 2016

Speaker: Superintendent Puglisi

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

Financial Impact: Fiscal Impact: \$13,396.50

Funding Source: LCFF

Recommended Motion: Staff recommends approval.

Attachments:
Kutin

**AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR
SERVICES**

THIS AGREEMENT, made and entered into this 8th day of June, 2016, by Blaine Kutin and the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the **DISTRICT** and Blaine Kutin hereinafter referred to as the **CONTRACTOR**.

WITNESSTH:

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

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

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

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

1. **SCOPE OF WORK.** Provide work to create and analyze data services in the Superintendents Office.
2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of 20.61 per hour, not to exceed \$13,396.50 beginning on July 1, 2016 and ending December 30, 2016. These dates may be changed by an amendment to this agreement signed by both parties.
3. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.

4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

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

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

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

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

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

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

X Contractor need not comply with fingerprint certification requirement.

10.9



Agenda Item: 10.9. Approval of the Service Agreement with Learning Priority Contract FY 1617

Rationale: Learning Priority will provide the District with the services to help streamline their technology platform. Conduct a series of reading assessments using LP, Inc. reading tools districtwide for students in grades 2-7, inclusive of testing, report development, content and professional development. Conduct a series of reading assessment using LP, Inc. reading tools district wide for students in Kindergarten and 1st grades including Early Literacy letter identification, Early Literacy sight words and phonics skills test.

Six teachers will also pilot the Rio 21st Century Indicator of Learning report card. LP will also provide professional development services for teachers utilizing the full array of LP educational tools.

Financial Impact: Fiscal Impact: 54,000.00

Funding Source: Professional Development

Recommended Motion: Staff recommends approval.

Attachments:
LP



Board of Trustees

Eleanor Torres, President
Joe Esquivel, Board Clerk
Cassandra Bautista
Edith Martinez-Cortes
Ramon Rodriguez
Superintendent
John Puglisi Ph.D.

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SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this day of June 15, 2016, by and between Rio School District, 2500 Vineyard Avenue, Oxnard, CA 93036 (hereinafter "District") and Learning Priority, Inc., 1398 East Hillcrest Drive #222, Thousand Oaks, CA 91362 (hereinafter "Provider").

PROVIDER.

Learning Priority, Inc
Provider

805-844-5645
Telephone Number

1398 East Hillcrest Drive #222
Street Address

Thousand Oaks, CA 91362
City, State, Zip code

mredulink@gmail.com
E-mail Address

Type of Business

- Individual
- Partnership
- Other _____
- Sole Proprietorship
- Corporation

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:



Board of Trustees

Eleanor Torres, President
Joe Esquivel, Board Clerk
Cassandra Bantista
Edith Martinez-Cortes
Ramon Rodriguez
Superintendent
John Puglisi Ph.D.

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may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be



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Joe Esquivel, Board Clerk
Cassandra Bautista
Edith Martinez-Cortez
Ramon Rodriguez
Superintendent
John Puglisi Ph.D.

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- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

PROTECTION OF WORK AND PROPERTY. Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

GOVERNING LAW AND VENUES. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit,



Board of Trustees

Eleanor Torres, President
Joe Esquivel, Board Clerk
Cassandra Bautista
Edith Martinez-Cortes
Ramon Rodriguez
Superintendent
John Puglisi Ph.D.

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discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.



Board of Trustees

Eleanor Torres, President
Joe Esquivel, Board Clerk
Cassandra Bautista
Edith Martinez-Cortez
Ramon Rodriguez
Superintendent
John Puglisi Ph.D.

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Beginning in July 2016, Learning Priority, Inc. will provide the following services as requested by the Rio School District;

Provide software development services to the Rio School district to help streamline their technology platform.

Conduct a series of reading assessments using LP, Inc reading tools district wide for students in grade 2-7, inclusive of testing, report development, content and professional development.

Conduct a series of reading assessment using LP, Inc reading tools district wide for students in kindergarten and 1st grades including Early literacy letter identification, Early literacy sight word (irregular words), and phonics skills test. LP will provide Content.

Pilot the LP "Rio 21st Century Indicator of Learning " report card with 6 teachers.

Provide professional development services for teachers utilizing the full array of LP, Inc educational tools.

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ 4500
Actual and Necessary Travel Expenses	\$ 0 _____
Other Expenses	\$ 0 _____
Total Amount not to Exceed	\$ 0 _____
Deposit	\$ 0 _____
Balance Due after Completion of Services	\$ 0 _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Rev. 7/21/14

10.10



Agenda Item: 10.10. Approval of Contract Renewal with Hank Wadsworth FY 2016/2017

Speaker: Superintendent Puglisi

Rationale: Mr. Wadsworth will provide music education services to the students.

Financial Impact: Financial Impact: Not to exceed 42,300.00

Funding Source: LCFF

Recommended Motion: Staff recommends approval of the Contract Renewal with Hank Wadsworth FY 2016/2017

Attachments:
WadsworthFY1617

**AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR
SERVICES**

THIS AGREEMENT, made and entered into this 23rd day of July 2016, by and between the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the DISTRICT and **Henry Wadsworth, 6205 Shasta P. Camarillo, CA 93012**, hereinafter referred to as the CONTRACTOR.

WITNESSTH:

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

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

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

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

1. **SCOPE OF WORK.** Provide music education services to Rio School District students.

2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of \$45.00 per hour not to exceed 940 hours per year beginning on September 1, 2016 and ending on June 30, 2017. These dates may be changed by an amendment to this agreement signed by both parties.

3. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.

4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and comprehensive automobile liability insurance covering activities and operations of the Contractor.

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

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

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

7. COPYRIGHT. Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. The exception shall be written musical arrangements or compositions developed by the Contractor for which he shall retain copyright ownership. Contractor shall maintain the confidentiality of any such material produced.

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

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

APPENDIX B – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2016 at _____ (City) California.

Signature

10.11



Agenda Item: **10.11. Approval of A-1 Truck & Equipment Estimate for the Painting of Bus Numbers 6, 7, and 12.**

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Rio School District has three buses that are in need of painting. The California Highway Patrol notifies the district when our buses are too faded and need to be painted.

Upon approval, bus numbers 6, 7, and 12 will be painted over the summer.

Financial Impact: Fiscal Impact: \$18,414.94

Funding Source: 2016-2017 General Fund.

Recommended Motion: Staff recommends the approval of the Estimate from A-1 Truck & Equipment for the painting of three buses.

Attachments:
Bus estimate

A-1 Truck & Equipment

Service Estimate 3470

Name	Rio School District	Contact	Jim	Created	03/22/16	Year	1998
Address		Address 2		Time	9:07 AM	Make	International /Am
Home		VIN #	1HVBABL2XH683034	Promised		Model	Bus
Work	805-587-6696	Engine Det		Advisor	Estimate1	Lic#	
Fax	805-485-7255			Division	TR	Fleet#	6
				PO#		Body	
				Page#	1 of 1	W.O	

Job Description

R&I Parts for paint	Line Total	510.00										
Mask for paint	Line Total	450.00										
Prep for paint	Line Total	1050.00										
Refinish school bus yellow	Line Total	1450.00										
<table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>QTY</th> <th>Each</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td></td> <td>Paint Materials</td> <td></td> <td>700.00</td> <td>700.00</td> </tr> </tbody> </table>			Part Number	Description	QTY	Each	Total		Paint Materials		700.00	700.00
Part Number	Description	QTY	Each	Total								
	Paint Materials		700.00	700.00								
Mask & paint Black rub rails	Line Total	550.00										
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	Paint Materials		250.00	250.00								
Mask & paint roof white	Line Total	775.00										
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Part Number	Description	QTY	Each	Total								
0	Decal Kit	1	185.00	185.00								

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Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately. Estimates are valid for 30 days from the date of the estimate.

X _____ Date: _____

Estimate Total	
Labor	\$3,685.00
Parts	\$1,385.00
Sublets	\$0.00
Supplies	\$185.50
Subtotal	\$5,255.50
Tax	\$117.79
Total	\$5,373.29

A-1 Truck & Equipment

Service Estimate 3472

Name Address	Rio School District	Contact Address 2	Jim	Created Time	03/22/18 10:21 AM	Year Make Model	2001 ATC Bus
Home Work Fax	805-587-6686 805-486-7255	VIN # Engine Del		Advisor DWEID1 PO#	Estimate1 TR	Lic# Elec# Body	7
				Page#	1 of 1	W/O	

Job Description

R&I Parts for paint	Line Total	510.00										
Mask for paint	Line Total	450.00										
Prep for paint	Line Total	1050.00										
Refinish school bus yellow	Line Total	1450.00										
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X _____ Date: _____

Estimate Total	
Labour	\$3,685.00
Parts	\$1,385.00
Sublets	\$0.00
Supplies	\$185.50
Subtotal	\$5,255.50
Tax	\$117.79
Total	\$5,373.29

A-1 Truck & Equipment

Service Estimate 3469

Name Address	Rio School District	Contact Address 2	Jim	Created Time	03/22/16 8:45 AM	Year Make Model	2007 IC CORP Bus
Home Work Fax	805-587-6696 805-485-7255	VIN # Engine Dal	4DRBWAAR88A636371	Advisor Division PO#	Estimate1 TR	Lic# Fleet# Body	12
				Page#	1 of 1	W.O.	

Job Description

R&I Parts for paint	Line Total	680.00										
Mask for paint	Line Total	600.00										
Prep for paint	Line Total	1575.00										
Refinish school bus yellow	Line Total	1900.00										
<table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>QTY</th> <th>Each</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Paint Materials</td> <td></td> <td>1000.00</td> <td></td> <td>1000.00</td> </tr> </tbody> </table>			Part Number	Description	QTY	Each	Total	Paint Materials		1000.00		1000.00
Part Number	Description	QTY	Each	Total								
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Mask & paint Black rub rails	Line Total	810.00										
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Part Number	Description	QTY	Each	Total								
Paint Materials		380.00		380.00								
Mask & paint roof white	Line Total	1440.00										
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X _____ Date: _____

Estimate Total	
Labor	\$5,205.00
Parts	\$2,085.00
Sublet	\$0.00
Supplies	\$206.50
Subtotal	\$7,496.50
Tax	\$171.86
Total	\$7,668.36

10.12



Agenda Item: 10.12. Approval of Advancement Via Individual Determination (AVID) Contract Renewal for 2016-2017 School Year

Speaker: Oscar Hernandez

Rationale: AVID Secondary (grades 6-8) is an essential component of the Rio del Valle Middle School instructional program. AVID's proven instructional methodologies and content area best practices improve outcomes for all students by creating a college-bound culture that increases the number of students who enroll and succeed in higher education and their lives beyond.

The AVID elective is the core of AVID Secondary. The program targets students in the academic middle–B, C, and even D students—with the desire to go to college and the willingness to work hard. Typically, they will be the first in their families to attend college, and they come from groups traditionally underrepresented in higher education. These are students who are capable of completing rigorous curricula but who are falling short of their potential.

AVID students learn organizational and study skills, develop critical thinking, learn to ask probing questions, receive [academic help from peers and college tutors](#), and participate in enrichment and motivational activities to make their college dreams a reality.

Financial Impact: Not to exceed \$5000 out of Title I funds.

Recommended Motion: Staff recommends Board approval.

Attachments:
AVID Agreement Quote
AVID Agreement
AVID Agreement Exhibits

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

- 1.1 **AVID College Readiness System Services and Products Agreement ("Agreement"):** The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable addenda.
- 1.2 **AVID College Readiness System:**
The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 **AVID Materials:**
Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 **AVID Member Site:**
Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 **AVID Methodologies:**
Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 **AVID Programs:**

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (as indicated in parentheses). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education). AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 **Exhibit:** The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 **Payment Terms:** The terms of when payment is due, as listed on the Quote.

1.9 **Quote:** The order document that is fully incorporated into this Agreement by reference.

1.10 **AVID District Director:** District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 **Term:** The Term ("Term") of this Agreement shall be July 1, 2016 to June 30, 2017 unless earlier terminated as provided herein.

Article III. Licenses and Rights

3.1

Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 **Trademark License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol © immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 **Rights Reserved:** Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 **Proprietary Rights:** The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 **Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 **Compliance With Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and Certification processes.

Article IV. Compensation

- 4.1 **Quotes—Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

- 5.1 **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

- 6.1 **AVID Center Warranty:** AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 **Client Warranty:** Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

- 7.1 **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 **Termination for Convenience:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3 **Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 **Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 **Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 **Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 **Assignment:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

- 8.8 **Notice:** All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 **Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 **Non-Waiver:** The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 **Facsimile and Electronic Signatures:** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Rio School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 **ADL Training:** AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director, and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 **Summer Institute:** The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 **Materials:** After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 **AVID National Office & Divisional Support:** AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Article II. Term of Exhibit

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

**Exhibit to the AVID College Readiness System Services and Products Agreement for
AVID Math and Science Summer Bridge Program**

As per AVID Summer Bridge being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Math and Science Summer Bridge Program ("AVID Summer Bridge Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Summer Bridge Participation

1.1 AVID Math and Science Summer Bridge Program: AVID Math and Science Summer Bridge Program (Summer Bridge) is a set of four curriculum programs designed to increase students' math and science knowledge and skills. The goals of the Summer Bridge programs are to provide a means for students to have greater access to and success in eighth grade Algebra 1 and to enhance students' critical thinking, problem solving skills, and integration of math and science skills.

1.2 AVID Summer Bridge Participation: Client will be considered an AVID Summer Bridge "Participant" in the specific bridge programs listed on the Quote. Participation runs concurrently with the Term of this Exhibit. Participation in the AVID Math and Science Summer Bridge Program requires Client to have either a New Implemented Site or an Existing Site in the 2015-2016 school year.

1.3 AVID College Readiness System and Materials: Participation entitles Client to implement AVID Summer Bridge for only the bridge program(s) listed on the Quote and to use the licensed AVID trademarks, copyrights and other intellectual property strictly for the Client's AVID Summer Bridge implementation pursuant to the provisions of this Exhibit.

1.4 AVID Center Support: AVID Center agrees to provide support to Client through AVID Center's national and/or division offices. Participation includes support from AVID Center's national office in the following ways:

- o access to on-demand training modules for teachers and an on-demand introductory module for administrators
- o curriculum guide with all lessons and activities for teachers and a curriculum CD containing all handouts and student interactive notebook
- o access to phone and e-mail support tailored to Summer Bridge
- o coordination with Client to collect, report, and analyze data from Participating schools
- o permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Standard Terms and Conditions

1.5 Licensing Benefits: Participation includes a license to use the AVID Trademarks to promote Client's implementation of AVID Summer Bridge, to use and implement the AVID Methodologies, and to copy the student interactive notebooks from the AVID Materials for the summer bridge program(s) listed as implementing on the Quote for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.6 Annual Participation/License Fee: Client agrees to pay AVID Center a Participation fee according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 Term: The Term of this Exhibit shall be April 1, 2016 to March 30, 2017.

Article III. Client Responsibilities

3.1 AVID Methods: Client agrees to implement AVID Summer Bridge according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. Client is responsible for each of its school site's compliance with this Exhibit.

3.2 **Student Selection:** Client agrees to select students for AVID's Summer Bridge in accordance with the selection recommendations established in the Summer Bridge information material, online introductory administrator information and teacher training modules.

3.3 **Support Person:** In order to build a strong district AVID Summer Bridge program, AVID Center networks with district leaders known as AVID Summer Bridge Support Persons. The primary role of the AVID Summer Bridge Support Person is to coordinate support for AVID Summer Bridge within Client's School System. These individuals accept responsibility for ensuring the implementation of the AVID Summer Bridge program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID Summer Bridge implementation. Client agrees to maintain, at its expense, at least one AVID Summer Bridge Support Person.

3.4 **Teacher Training:** Client agrees to receive online training for the new Summer Bridge teachers and district Support Person during the planning period prior to the program implementation. The trainings are organized into:

- One pre-recorded on-demand module with introductory Summer Bridge information for district Support Person, AND
- One pre-recorded on-demand modules for teachers, for each specific Bridge Program.

3.5 **AVID Summer Bridge Program Curriculum Set(s):** Client will purchase one (1) Curriculum Set (Curriculum Guide, Student Interactive Notebook and training module) for each new teacher of a Summer Bridge program listed on the Quote prior to each Client's initial implementation of AVID Summer Bridge. Client has the option to purchase Curriculum Guides for returning teachers of Summer Bridge programs previously implemented, as listed on the Quote, prior to each Client's initial implementation of AVID Summer Bridge. Client shall be entitled to use AVID Summer Bridge Curriculum Sets only for the bridge programs listed on the Quote for which the materials were originally designed. Client must first seek and obtain permission from AVID Center for additional use of the AVID Summer Bridge Curriculum beyond its original intended purpose. AVID Summer Bridge Curriculum Sets are non-transferable. Client and its individual AVID school sites agree to ensure that each AVID Summer Bridge classroom has adequate AVID curriculum materials. The use of the AVID Summer Bridge Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions in the AVID Standard Terms and Conditions.

3.6 **Student Interactive Notebooks:** Students participating in AVID Summer Bridge will use interactive notebooks to record and collect their individual work. Client may purchase additional interactive notebooks not provided in the AVID Bridge Program Curriculum Set from AVID Center or print and bind the notebooks from the CD included in the Curriculum Guide received when implementing Summer Bridge.

3.7 **Curriculum Shipment:** AVID Center will ship curriculum upon full execution of the Quote, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Inclusion of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

3.8 **Data Collection:** Client will provide data on student enrollment as described below:

- Number of student enrollments in each Summer Bridge listed on the Quote.



AVID Center HQ
 9246 Lightwave Ave
 Suite 200
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: 1-800-915-6897

Quote: Rio School District

To	From
Rio School District	Robyn Grand
Oscar Hernandez	E-mail: rgrand@avid.org
2500 East Vineyard	
Oxnard, CA 93036	

Summary

Total Amount:	\$4,214.00	Quote ID:	QUO-06882-D3C4D3
Shipping Method:	FedEx	Date:	5/19/2016
Payment Terms:	Net 30		

Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	1	Number of Middle Libraries:	
Number of AVID Weekly:	1	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Rio del Valle Middle School		AVID WEEKLY AVID Weekly Subscription	1.00	\$519.00	\$519.00
Program Level: Secondary		MEMBERSHIP AVID Membership Fees SECONDARY	1.00	\$3,695.00	\$3,695.00

Pre Freight Amount	\$4,214.00
Total Tax	\$0.00
Total	\$4,214.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

10.13



Agenda Item: **10.13. Approval of the Contract Renewal for Teaching for the Study of Educational Institutions (TSEI) FY 2016/2017**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: The ongoing partnership between the Teachers for the Study of Educational Institutions (TSEI) and the Rio School District provides professional development opportunities for K-8 teachers that provide highly practical instructional strategies with which teachers can deliver 21st Century culturally proficient education to K-8 students. TSEI and the District will mutually support teachers as they co-construct the design and implementation of inquiry-based curriculum that meets the Common Core State Standards (CCSS), History-Science Content Standards and the Fair Education ACT (SB48).

Financial Impact: \$48, 870.00 CCSS Implementation Funds

Comments:

Recommended Motion: Staff recommends Board approval.

Attachments:
TSEI Contract

**Consulting Contract between
Teachers for the Study of Educational Institutions (TSEI) and Rio School District
for the History Harvest Project**

CONTRACT AGREEMENT

Together, the Parties **Teachers for the Study of Educational Institutions (TSEI)** and the **Rio School District** enter into this **Contract Agreement** to mutually support teacher(s) working for the Rio School District as they co-construct the design and implement the inquiry-based curriculum that meets the *Common Core State Standards (CCSS)*, *History-Social Science Content Standards*, the *FAIR Education Act (SB 48)*, and *The Resolution for Respect for Indigenous People* according to the mission of the non-profit foundation.

Accordingly, Teachers for the Study of Educational Institutions (TSEI) and the Rio School District, operating under this Contract Agreement as follows:

I. PERFORMANCE PERIOD: The work described in this Contract Agreement will be performed between September 1, 2016 and June 30, 2017.

II. COST TO THE DISTRICT: The cost to the district for TSEI’s performance of the work described for 8 teachers One-on-One Mentoring and History Harvest workshops will not exceed \$48, 870.

III. PURPOSE AND SCOPE

By forming this partnership the teacher(s) in the school district and the non-profit organization can collaborate on the design and implementation of inclusive, inquiry-based curriculum that:

- Provides opportunities for students to glean **multiple perspectives and multiple identity contributions** across disciplines.
- Offers opportunities for **all students to develop academic literacies** necessary for college and career readiness as detailed in the **Common Core State Standards**.
- Supports a sustained, inclusive school climate, which allows teachers and students to **develop cultural proficiencies**, as mandated by the **FAIR Education Act**.
- Affords opportunities for **students to conduct original research** through **analysis of local historical documents and/or interviews of local community members**, supporting the District initiatives, such as The Rio Indigenous Project (TRIP), further supporting student access, growth and learning in the Rio District.
- Delivers a **virtual space** (Google Slides, etc.) on what students are learning from participation in the History Harvest¹Project.

IV. RESPONSIBILITIES

Each party has appointed persons to serve as the official contacts and coordinators for the Teaching FAIR activities and who are responsible for carrying out this Contract Agreement. The initial appointees of each organization are:

<i>Dr. Jacqueline Reid, Co-Director, TSEI</i>	(805) 403-5256	jreid@teachingfair.org
<i>Dr. John Puglisi, Superintendent, Rio School District</i>	(805) 485-3111	jpuglisi@rioschools.org

To accomplish this work, Dr. Jacqueline Reid as the primary contact will oversee all activities related to this Contract Agreement, while maintaining ongoing communication with teacher(s) at the Rio School District. Support for teacher(s)

¹ Adapted from the University of Nebraska-Lincoln Department of History’s *History Harvest*, an open, digital archive of historical artifacts gathered from communities across the United States.

will occur through ongoing and regular communication/dialogue and work, planning, and/or co-construction of design for implementation. This may be in the form of email, phone, Skype or other video conference communication, on site visits, face2face release time work sessions, or professional learning sessions (individual, pairs, groups). The cost schedule below is based on 8 teacher participants. Should more teachers participate, this contract will need to be amended based on mutual agreement of TSEI and the Rio School District. Should a teacher drop out of the project during the first month of contracted time, a fee of \$585 will be charged.

History Harvest Mentoring One-on-One Teaching (September 1, 2016 – June 30, 2017)

Teacher	Cost Per/Teacher*	10 equal monthly invoices to reflect work accomplished	Total Year Cost
1 st Teacher	\$5,850	\$585	1 teacher: \$5,850
2 nd Teacher	\$5,850	\$1,170	2 teachers: \$11, 700
3 rd Teacher	\$5,850	\$1,755	3 teachers: \$17, 550
4 th Teacher	\$5,850	\$2,340	4 teachers: \$23, 400
5 th Teacher	\$5,850	\$2,925	5 teachers: \$29, 250
6 th Teacher	\$5,850	\$3,510	6 teachers: \$35, 100
7 th Teacher	\$5,850	\$4,095	7 teachers: \$40, 365
8 th Teacher	\$5,850	\$4,680	8 teachers: \$45, 045
*Not to Exceed <i>See Notations Below</i>			Total: \$45, 045

NOTATIONS: If additional teachers choose to take up this project, then additional funding will be needed based on the per/teacher cost above, contingent on the Rio School District Board approval.

History Harvest "Mentoring" Teachers and "New Teachers" Collaborative Workshops (Includes all expenses)

Mentor Workshops: Teacher History Harvest "mentors" will be provided one workshop opportunity each quarter (fall, winter, spring) to collaborate in group settings. Dr. Reid will facilitate best practices in extending and enhancing the History Harvest curriculum and teachers will have opportunities to share experiences, ideas, challenges and best practices.

New Teacher Workshops: "New" teachers of the History Harvest program will be provided one workshop opportunity each quarter (fall, winter, spring). Dr. Reid will facilitate best practices in implementing the History Harvest program and teachers will have opportunities to share experiences, ideas, challenges, and best practices. At the end of each quarter, the "Mentor" teachers and "New" teachers will collaborate in a workshop facilitated by Dr. Reid.

Mentor Workshops	Hours	Fee	Total
3 Workshops	2	\$425/per workshop	\$1, 275
New Teacher Workshops			
3 Workshops	2	\$425/per workshop	\$1, 275
Mentor/New Teacher Collaborative Workshops			
3 Workshops	2	\$425/per workshop	\$1, 275
Total: Not to Exceed			\$3, 825

History Harvest Total Billing

\$48, 870 (Not to Exceed)

Mentoring One-on-One and Workshops

The term of this Contract Agreement is for a period of ten (10) months from September 1, 2016 through June 30, 2017 and may be amended to add more teachers or extended upon written mutual agreement. On behalf of the organization we represent, we wish to sign this Contract Agreement and contribute to its further development.

Date
Jacqueline Reid, Co-Director
Teachers for the Study of Educational Institutions

Date
John Puglisi (or Representative), Superintendent
Rio School District

10.14



Agenda Item: 10.14. Approval of National Spanish Spelling Bee Trip to San Antonio, Texas

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: On Saturday, April 23rd, Río Real, K-8 Dual Immersion school hosted the 1st Annual Ventura County Spanish Spelling Bee/Concurso de Deletreo, for students from two way language schools throughout Ventura County. Students competed much like in a traditional bee, however in the Spanish Bee students have to denote letters like y griega for “y”, b larga for “b” and b corta for “v”. This makes competition more of a challenge for students who have to know the rules of accent marks, diuresis and the silent h.

Student winner for the County level Bee were: 1st place in 3-5th grade-Brianna Velasco, 1st place in 6th-8th grade- Angelique Ibarra. Both are students at Rio Real.

The 1st place winner of each grade level category is now eligible to compete in the National Spanish Spelling Bee on July 14-17 in San Antonio, Texas.

As part of the district’s support of students in our Dual Immersion Academy, we are requesting approval to send the winners of Real’s local Spanish Spelling Bee, to the Sixth Annual National Spelling Bee in San Antonio, Texas from July 15-16, 2016 along with two RSD chaperones. When we provide programs and competition in Spanish, we elevate the level of the language, increase student engagement and it also has an effect of promoting multiculturalism and the learning of languages in our society.

The Spanish Spelling Bee is supported through the New Mexico Association for Bilingual Education and the sponsorship of San Antonio Community College, Santillana, Dual Language Education of New Mexico, Univision, Bilingual Nation USA and The Spanish Resource Center (Albuquerque, New Mexico) and many other individuals from throughout the country, this event provides students the opportunity to showcase their Spanish language skills and to network with peers from throughout this great country.

Financial Impact: Not to exceed \$7,300 out of LCFF funds.

Airfare	6 individuals @ ~550 each	\$3300
Meals	4 days @\$50/day = \$300	\$1200
	\$300 p/p =	
Hotel	\$160/Night X3 nights=\$480	\$1920
	\$480X4=	
Rental Car	4 Days @ \$200/day = \$	\$800
	Total	\$7220

Recommended Motion: Staff recommends Board approval.

10.15



Agenda Item: 10.15. Approval of the Mixteco/Indigena Community Organizing Project (MICOP) Contract Renewal FY 16-17

Speaker: Oscar Hernandez

Rationale: MICOP provides Mixteco translation services as well community outreach, cultural competency training, migrant recruiting, IEP translation and school readiness for parents and children throughout the Rio School District

In the 2015-2016 school year this contract has funded the following services/activities:

- Direct services to over 200 adults, providing them information and assistance accessing district and community services
- Enrollment assistance to the Migrant Program and/or family support and to over 75 migrant students
- Translation services and family support to over 10 students with IEPs
- Facilitation and execution of 6 Mixteco community meetings
- Family support and enrollment assistance to over 35 preschool students
- Family support and enrollment to over 45 mid-year students and 2016-2017 kindergarten students
- Provide over 15 adult education classes including topics such as nutrition, child safety, domestic violence, and child development
- Over 3,000 total contacts, including homevisits, in person consultation, phone contacts, parent-teacher conferences, IEPs and public health visits
- Continued support of the Tequio youth leadership club at Rio de Valle
- Piloted a new program at Rio de Valle school supporting teachers, Mixtec students and their parents
- Provide enrollment assistance to summer programs including the RSD science camp and After School program
- Provided support as needed to the Mixteco students and parents at the school sites
- Provided translation for parent teacher conferences and ongoing school-home communication

Financial Impact: Not to exceed \$53,550.00.00 out of Title III funds.

AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this day of July 1, 2016, by and between the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the DISTRICT and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT**, hereinafter referred to as the CONTRACTOR.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 53060 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

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

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

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

- 1. SCOPE OF WORK.** the contractor will provide Mixteco translation services, outreach and resource and referral to the Mixteco community, partner in community meeting and collaborate with District staff and programs including services related to Pupil Personnel Services department, Migrant Program and NfL program.

- 2. COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of **\$25.99** per hour for full-time Promotora and **\$23.88** per hour for part-time Assistant Promotora (hour/day/etc.), not to exceed \$53,550.00 beginning on July 1, 2016 and ending on June 30, 2017. These dates may be changed by an amendment to this agreement signed by both parties.

- 3. INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the

District by reason of entering into this Agreement.

4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

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

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

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

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

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

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

APPENDIX B – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

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

Signature

