

10.16

Agenda Item: 10.16. Approval of Contracts for Speech Pathologist Services

**Quick Summary /
Abstract:**

Rationale: At this time, Speech Pathologists are very difficult to find as new hires as there are limited credential programs in our area and such a high need in both the education, medical, and private sector. Although, the cost associated with hiring through a contract agency may appear higher than directly hiring, there are no obligations for the district to pay for health and welfare or to continue in a contract if it is unsatisfactory.

All contracted speech pathologists are able to attend district and county training to ensure implementation of our policies and procedures and to write effective IEPs that meet the needs of the students they will be serving.

Financial Impact: \$578,680

Funding Source: Special Education

Recommended Motion: Staff recommends approval.

Attachments:
Speech Contract EBS
EBS Contract
Speech Contract 360 Degrees



EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Rio Elementary School District, hereinafter referred to as "School System".

1. Terms of Agreement

The terms of this Agreement shall commence on August 22nd, 2016.

2. Engagement

School System hereby engages EBS to supply Physical / Occupational / Speech Therapists (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract. School System understands and agrees not to directly or indirectly, by itself or through any affiliated entities or any other contract companies, solicit or attempt to employ directly, or entertain solicitation by the professional presented by EBS to said School System for a period of two (2) years after termination. EBS shall screen all Therapists before making assignments in order to determine the qualifications and competence of said Therapist.

3. Status of EBS

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.

INITIAL _____ DATE _____

4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.

B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

6. Staffing Requirements

Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. SLP is guaranteed 8 hours a day during the 185 day teacher work calendar. The length of her assignment is guaranteed.

Overtime hours may be offered by School System and worked only by mutual agreement with the therapist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.

INITIAL _____ DATE _____

Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS therapist performing services hereunder. With prior approval from EBS, School System may hire a therapist, provided School System pays EBS a placement fee of fifty percent (50%) of the therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

8. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

9. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

10. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

INITIAL _____ DATE _____

11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

School System:

Rio Elementary School District
3300 Cortez St.
Oxnard, CA 93030

By _____

Title _____

Date _____

EBS:

Educational Based Services, Inc.
PO Box 911
Concordville, PA 19331

By _____

Title Special Education Coordinator

Date _____



To: Rebecca Rocha
Date: April 22nd, 2016
Re: Confirmation for Shannon Robinson

Per our conversation, this letter is to confirm that Shannon Robinson will be working at Rio Elementary School District in Oxnard, CA as an SLP through Educational Based Services, Inc. Shannon Robinsons assignment will begin on August 22nd, 2016 and will run through June 15th, 2017. SLP is guaranteed 8 hours a day during the 185 day teacher work calendar. The length of her assignment is guaranteed. The bill rate is \$68.00 per hour. Scheduled school time off during this period will include [to be determined per school calendar]. The therapist will present the school system with weekly time sheets, which are to be signed by an authorized individual of the school system; _____ [please fill in the name of the individual authorized to sign time sheets]. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual. At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ Shannon Robinson.

Educational Based Services (EBS)

Authorized Signature _____

Title Special Education Coordinator

Date _____

Rio Elementary School District Board

Authorized Signature _____

Title _____

Date _____

**Please have this confirm signed by an authorized individual and fax back
FAX 610-558-9431**



We're Making a Difference

Please complete & make corrections where necessary:

SCHOOL SYSTEM: Rio Elementary School District

SCHOOL SYSTEM INFORMATION SHEET

Invoicing information:

ADDRESS TO BILL: _____

Attention: _____

Phone Number: _____

Fax Number: _____

THERAPIST: Shannon Robinson, Speech Language Pathologist

EMPLOYEES REPORTING INFORMATION

Start Date: August 22nd, 2016 Where/When should employee report on the first day?

Schools employee will be working at? _____

Address of the schools?

What time should employee report? _____

To whom should employee report? _____

CFY supervisor & phone # (if necessary)? _____

School/department phone number? _____

Employees daily work hours? _____

Dress code: _____

Individual authorized to sign employee 's time sheets: _____

Other information which may be useful to employee: _____



Signature Authorization for Contractor Time sheets:

School System: Shannon Robinson, Speech Language Pathologist

The therapist will present the School System with weekly time sheets, which are to be signed by an authorized individual at the School System; _____ . These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

Signature: _____

Title: _____

Printed Name: _____

Dated: _____

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the April 15, 2016, between the Rio School District (hereinafter referred to as RSD) located at 3300 Cortez Street Oxnard, Ca 93036 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 4423 Fortran Drive # 114 San Jose CA 95134, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

C. COMPENSATION For the full performance of this agreement, the RSD shall pay the Consultant as follows: Consultant's Fee :

- a. For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b. Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the RSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the RSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by RSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the RSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
 3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the RSD the identities of any board member, officer, or employee of the RSD, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.
 4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
 5. EQUIPMENT AND FACILITIES RSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
 6. ASSIGNMENT Without the written consent of the RSD, this agreement is not assignable by the Consultant.
 7. NON-SOLICITATION OF EMPLOYEES: RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to RSD. After completion of 12 full billable months, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.
 8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
 9. TIME. Time is the essence of this agreement.
 10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.
 11. WITHHOLDING. The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
 12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.

13. **HEADINGS.** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. **TERMINATION.** The RSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), RSD agrees to pay Consultant for work completed to date of termination.
15. **AMBIGUITY.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. **COPYRIGHT.** Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the RSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the RSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the RSD, or to utilize the RSD's letterhead or logo without the prior consent of the RSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The RSD shall provide job specifications and instructions.
TRAINING	The RSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO RSD	The consultant's work is essential to RSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at RSD or any other provisions listed in part A.
JOB LOCATION	RSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by RSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.

PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (RSD Representative)	CONSULTANT
Signature: _____	Signature: _____
Date Signed: _____	Date Signed: _____
Branch / Dept.: _____	Title: <u>CEO</u>
Address (or Mail Code): _____ _____	Company Name & Address: <u>360 Degree Customer Inc</u> <u>4423 Fortran Dr., Ste #114, San Jose, CA 95014</u>
Phone / Fax: <u>Ph: _____</u>	Phone / Fax: <u>Ph 408-406-7253, Fx 408-719-9900</u>
E-Mail Address: _____	E-Mail Address: <u>gulneesh@360customer.com</u>

ADDENDUM – A

Title: Speech Therapist

Rate for Speech Therapist: \$85/hr

School year: 2016-17

Name of the Therapists:

Stephena Held

Chelsea Dukes

Melissa Torres



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4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

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EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.

B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

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Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. SLP is guaranteed 8 hours a day during the 185 day teacher work calendar. The length of her assignment is guaranteed.

Overtime hours may be offered by School System and worked only by mutual agreement with the therapist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.

INITIAL _____ DATE _____

Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS therapist performing services hereunder. With prior approval from EBS, School System may hire a therapist, provided School System pays EBS a placement fee of fifty percent (50%) of the therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

8. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

9. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

10. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

INITIAL _____ DATE _____

11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

School System:

Rio Elementary School District
3300 Cortez St.
Oxnard, CA 93030

By _____

Title _____

Date _____

EBS:

Educational Based Services, Inc.
PO Box 911
Concordville, PA 19331

By _____

Title Special Education Coordinator

Date _____



We're Making a Difference

To: Rebecca Rocha
Date: April 22nd, 2016
Re: Confirmation for Julie Humphries

Per our conversation, this letter is to confirm that Julie Humphries will be working at Rio Elementary School District in Oxnard, CA as an SLP through Educational Based Services, Inc. Julie Humphries assignment will begin on August 22nd, 2016 and will run through June 15th, 2017. SLP is guaranteed 8 hours a day during the 185 day teacher work calendar. The length of her assignment is guaranteed. The bill rate is \$68.00 per hour. Scheduled school time off during this period will include [to be determined per school calendar]. The therapist will present the school system with weekly time sheets, which are to be signed by an authorized individual of the school system;

_____ [please fill in the name of the individual authorized to sign time sheets]. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ Julie Humphries.

Educational Based Services (EBS)

Authorized Signature _____

Title

Special Education Coordinator

Date _____

Rio Elementary School District Board

Authorized Signature _____

Title _____

Date _____

**Please have this confirm signed by an authorized individual and fax back
FAX 610-558-9431**



Please complete & make corrections where necessary:

SCHOOL SYSTEM: Rio Elementary School District

SCHOOL SYSTEM INFORMATION SHEET

Invoicing information:

ADDRESS TO BILL: _____

Attention: _____

Phone Number: _____

Fax Number: _____

THERAPIST: Julie Humphries, Speech Language

EMPLOYEES REPORTING INFORMATION

Start Date: August 22nd, 2016 **Where/When should employee report on the first day?**

Schools employee will be working at? _____

Address of the schools?

What time should employee report? _____

To whom should employee report? _____

CFY supervisor & phone # (if necessary)? _____

School/department phone number? _____

Employees daily work hours? _____

Dress code: _____

Individual authorized to sign employee 's time sheets: _____

Other information which may be useful to employee: _____



Signature Authorization for Contractor Time sheets:

School System: Julie Humphries, Speech Language Pathologist

The therapist will present the School System with weekly time sheets, which are to be signed by an authorized individual at the School System; _____ . These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

Signature: _____

Title: _____

Printed Name: _____

Dated: _____

10.17



Agenda Item: 10.17. Approval of System 44 and iRead Renewal FY 2016/2017

Quick Summary / Abstract: The district is seeking approval to renew contracts for system 44 and iRead to continue implementation in the 2016-2017 school year.

Rationale: System 44 has been adopted and implemented at in our middle school level 1 and level 2 specialized academic instruction classes and in our level 2 upper elementary grades levels. The iRead program has been implemented in our primary specialized academic instruction classes.

Currently administration is asking for approval to purchase the student textbooks for the System 44 program and to renew the iRead program.

Three days of professional development for teachers and two days of technology support is included in the cost. The professional development would include general education teachers in K-2 at Rio del Norte and Rio Rosales to use iRead as a supplemental intervention program.

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

Financial Impact: \$32,534.33

Funding Source: Out of Home Care Monies

Recommended Motion: Staff recommends approval.

Attachments:
System 44 and iRead renewal quote



PRICE QUOTATION

Inside Sales, 1900 South Batavia Avenue, Geneva, IL 60134-3399 Tel: (888) 918-6158 Fax: (888) 918-6159

<p>Submitted to: Rebecca Rocha, Rio Elementary Sch District #600001460 2500 E Vineyard Ave Ste 100 Oxnard, CA 93036</p>	<p>Submitted by: Bernadette Levy Account Executive 630-467-6202</p>	<p>Date: 5/16/2016</p>
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Description or Title	ISBN #	List Unit Price	Applicable Discount	Final Unit Price	QTY	Extended Total
44Book, Secondary (10 copies) Stand Alone (Discount valid through May 31, 2016)	555807	\$249.50	\$50.00	\$199.50	9	\$1,795.50
44Book, Upper Elementary (10 copies) Stand Alone (Discount valid through May 31, 2016)	555805	\$249.50	\$50.00	\$199.50	4	\$798.00
iRead 1-Year Subscription Renewal - Unlimited K-2 Student Site License renewal. (includes unlimited K-2 student license renewal for one site for one year.) Discount valid through 5/31/16 Rio Del Norte Elementary School Rio Rosales Elementary School	562983	\$9,500.00	\$3,000.00	\$6,500.00	2	\$13,000.00
System 44/iRead In-Classroom Support Day	569095	\$2,650.00	\$0.00	\$2,650.00	3	\$7,950.00
In-Person Technical Management Services (1 day)	974878	\$2,299.00	\$0.00	\$2,299.00	2	\$4,598.00
System 44 Hosting Service (annual price per license) Note: READ 180 hosting customers receive a 50% discount on System 44 hosting fees. (\$15.00 instead of \$30.00 per annual license)	512307	\$30.00	\$0.00	\$30.00	130	\$3,900.00

Quote valid until May 31, 2016.

An estimated 10% tax has been added, please adjust if necessary.

Please fax or email your purchase order
 Attn: Bernadette Levy
 fax# 630-578-0719
 bernadette.levy@hnhco.com

Discount Total	\$6,650.00	Subtotal	\$32,041.50
		Shipping/Handling	\$233.48
		Sales Tax	\$259.35
		TOTAL	\$32,534.33

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

Terms and Conditions: State law requires that sales tax be added to your order unless we have a sales tax exemption certificate on file. Terms are FOB shipping point unless otherwise noted on the purchase order.

Houghton Mifflin Harcourt™ is a trademark of Houghton Mifflin Harcourt Publishing Company.

10.18



Agenda Item: 10.18. **Renewal of STEM Scope/Accelerate Learning Service Agreement FY 16/17**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: STEMscopes Next Generation State Standards provides teachers with rigorous, scaffolded, and differentiated lessons. Intensive hands-on activities, scientific investigations, Engineering Solutions, Project Based Learnings, and technology integrations coupled with step-by-step guides with embedded videos and numerous cross-curricular connections enable teachers to unwrap science standards in a manner that ensures a clear understanding of student performance.

Lesson planning is made simple through the use an intuitive “drag and drop” system that automatically triggers assignments and assessments as teachers move through a suggested scope and sequence. Underpinning all activities is a sophisticated analytics system that provides insight on how to group students, what objectives are strong or weak, and suggestions for how to adapt lessons to better reach under-served students.

STEMscopes Next Generation Science Standards helps students become tomorrow's STEM leaders and innovators by letting them authentically experience science. As students dive in, they learn to the standards with a program that was built from the ground up to NGSS Disciplinary Core Ideas, Performance Expectations, Cross Cutting Concepts, Science and Engineering Practices, and Common Core Math & ELA/Literacy standards. Through a custom built curriculum aligned to DCIs (vs. direct correlation to Performance Expectations) and the easy to use IDEA model, students are able to develop their own contexts and meanings for the scientific concepts they are learning.

Financial Impact: \$38,727.10 out of LCFF funds.

Recommended Motion: Staff recommends Board approval.

Attachments:
STEM Scope Service Quote



STEMscopes.com Quote

Quote/Invoice Number 00008077

Account Name RIO ELEMENTARY SCH DISTRICT
Shipping Address 2500 E VINEYARD AVE
OXNARD, California 93036
United States

Contact Name Oscar Hernandez
Email ohernandez@rioschools.org
Phone (805) 485-3111

MAIL PO & CHECKS TO:

Company Address PO BOX 732464
Dallas, 75373-2464
Fax (281) 833-4510
Phone (800) 531-0864

Created Date 6/1/2016

Start Date 6/10/2016

Prepared By Lloyd Martinez

Description This is for online access and PD

*****Note: The quantity below represents the total number of students for each grade level.**

Curriculum Licenses:

The online curriculum must be purchased for students in order to purchase supplemental print and hands-on kits.

Permitted Use:

ALI grants the customer a non-exclusive, non-transferable and non-assignable license, during the term of this agreement to use the content solely for educational purposes and only with authorized users paid for by the customer. Customer may not sell, sublicense, disclose, assign, or transfer the online, print, or kit content.

Copyright Protection:

ALI retains all rights, titles, and interests in and to its copyrighted materials.

Product Returns/Exchanges:

No refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement product.

Payment Terms:

Payment is due net 30 days after receipt of invoice.

Freight Charges:

Standard freight charge is 8% of the price of the print or kit product purchased. There is no freight charges for online products.

User Information:

ALI reserves the right to collect and store all user information for district reporting.

Sales Tax:

All order are subject to applicable sales tax.

CUSTOMER SERVICE

Phone: 281-833-4500

Fax: 281-833-4510

Email: stemscopes@acceleratelearning.com

Website: www.acceleratelearning.com



STEMscopes.com Quote

Product	ISBN	Grade	Quantity	Sales Price	Total Price
NGSS - Hands on Kit Grade 1	978-1-63037-473-0	Grade 1	1.00	\$575.00	\$575.00
NGSS - Hands on Kit Grade 4	978-1-63037-464-8	Grade 4	1.00	\$935.00	\$935.00
STEMscopes NGSS Implementation 3 hr	TXPD3INGSS9		6.00	\$900.00	\$5,400.00
STEMscopes 2.0, Early Explorer, Online Only	978-1-63037-220-0	EE	114.00	\$5.25	\$598.50
STEMscopes CA NGSS Online Grade 1	978-1-63037-368-9	Grade 1	541.00	\$5.25	\$2,840.25
STEMscopes CA NGSS Online Grade 2	978-1-63037-369-6	Grade 2	577.00	\$5.25	\$3,029.25
STEMscopes CA NGSS Online Grade 3	978-1-63037-370-2	Grade 3	556.00	\$5.25	\$2,919.00
STEMscopes CA NGSS Online Grade 4	978-1-63037-371-9	Grade 4	598.00	\$5.25	\$3,139.50
STEMscopes CA NGSS Online Grade 5	978-1-63037-372-6	Grade 5	540.00	\$5.25	\$2,835.00
STEMscopes CA NGSS Online Kindergarten	978-1-63037-367-2	Grade K	549.00	\$5.25	\$2,882.25
STEMscopes CA NGSS Online Middle School	978-1-63037-373-3	MS	1,573.00	\$5.95	\$9,359.35
STEMscopes, NGSS, MS, Life Science, Hands On Kit	978-1-63037-361-0	MS	1.00	\$1,495.00	\$1,495.00
STEMscopes, NGSS, MS, Physical Science, Hands On Kit	978-1-63037-365-8	MS	1.00	\$2,295.00	\$2,295.00
		Subtotal		\$38,303.10	
		Shipping		\$424.00	
		Order Total		\$38,727.10	

Curriculum Licenses:

The online curriculum must be purchased for students in order to purchase supplemental print and hands-on kits.

Permitted Use:

ALI grants the customer a non-exclusive, non-transferable and non-assignable license, during the term of this agreement to use the content solely for educational purposes and only with authorized users paid for by the customer. Customer may not sell, sublicense, disclose, assign, or transfer the online, print, or kit content.

Copyright Protection:

ALI retains all rights, titles, and interests in and to its copyrighted materials.

Product Returns/Exchanges:

No refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement product.

Payment Terms:

Payment is due net 30 days after receipt of invoice.

Freight Charges:

Standard freight charge is 8% of the price of the print or kit product purchased. There is no freight charges for online products.

User Information:

ALI reserves the right to collect and store all user information for district reporting.

Sales Tax:

All orders are subject to applicable sales tax.

CUSTOMER SERVICE

Phone: 281-833-4500

Fax: 281-833-4510

Email: stemscopes@acceleratelearning.com

Website: www.acceleratelearning.com

10.19



Agenda Item: 10.19. **Renewal of Sokikom Service Agreement**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: 1.1 Provide all 6 elementary students, teachers, and principals with access to Sokikom’s research based, online collaborative math program from August 1, 2016 through June 20, 2017.

1.2 Provide training for teachers to improve their mathematics teaching practice toward the Common Core.

1.3 Provide 2 admin data coaching sessions to each principal to improve their instructional leadership, use of data to inform instructional practices, and implementation of Sokikom.

1.4 Provide 3 district implementation review meetings to RSD to improve the overall fidelity of implementation of Sokikom, build site capacity, and collaboration networks among sites.

1.5 To help RSD meet obligations §2.1 §2.6 in a timely manner, Sokikom’s School Success Team will be in touch and available for support.

1.6 All cancellation of meetings need to meet the minimum time requirements to be eligible for rescheduling. The minimum time requirements is four weeks.

Financial Impact: \$145,095.00 out of LCFF funds. (total does not include travel expenses)

Recommended Motion: Staff recommends Board approval.

Attachments:
Sokikom quote
Sokikom Agreement

SERVICES AGREEMENT

This services agreement (the "**Agreement**") is made and entered into this 1st day of June, 2016 (the "**Effective Date**"), by and between Virtual Learning Technologies d/b/a as Sokikom ("**Sokikom**"), having its principal place of business at 1757 Blossom Hill Rd, Unit 21, San Jose, California, 95124, and Rio School District ("**RSD**") having its principal place of business at 2500 E Vineyard Ave, Suite #100, Oxnard, CA 93036 (collectively the "**Parties**").

WHEREAS, Parties desire to :

- a. Implement Sokikom effectively across all 6 elementary schools in a way that
 - i. Supports increased student learning of mathematics
 - ii. Raises the instructional practice of each teacher using Sokikom
 - iii. Provides all elementary principals using Sokikom with coaching to help develop instructional leadership
- b. Share results and success stories from RSD's use of Sokikom with other districts in California to help expands Sokikom's customer base.

NOW, THEREFORE, IN CONSIDERATION OF and as a condition of the Parties entering into this Agreement, the Parties to this Agreement agree as follows:

Article 1 Sokikom Services

- 1.1 Provide all 6 elementary students, teachers, and principals with access to Sokikom's research-based, online collaborative math program from August 1, 2016 through June 20, 2017.
- 1.2 Provide training for teachers to improve their mathematics teaching practice toward the Common Core.
 - a. Sokikom will provide a pre-service workshop "Sokikom Institute" at the beginning of the school year. This preservice contains initial training for new teachers and additional professional learning experiences for returning teachers. This workshop will last 2 days and comprise of 3 sessions per day. There will be 2 Sokikom trainers.
 - i. **WHEN:** The workshop is tentatively scheduled to occur on the week of August 22, 2016. This date will be confirmed once a purchase order is received by Sokikom.
 - b. Meetings between RSD teachers and Sokikom coaches will be held two times per year, per school for a total of five days. The five days will be distributed as follows for each site
 - i. The first coaching visit will be for three days for each RSD school for a total of 18 days. Sokikom will make upto 2 visits to complete the 18 total days of coaching among the 6 RSD schools. If RSD schools are unable to schedule into two visits, RSD agrees to incur additional costs for travel and lodging (see §2.6.a below) above the costs listed in §3.1.a below
 1. **WHEN:** Exact training dates must be scheduled by RSD by the deadline listed in §2.6. Any training dates not scheduled by the

- deadline will be scheduled by Sokikom based on Sokikom's availability.
- ii. The second coaching visit will be for two days for each RSD school for a total of 12 days. Sokikom will make upto 2 visits to complete the 12 total days of coaching among the 6 RSD schools. If RSD schools are unable to schedule into two visits, RSD agrees to incur additional costs for travel and lodging (see §2.6.a) above the costs listed in §3.1.a below
 1. WHEN: Exact training dates must be scheduled by RSD by the deadline listed in §2.6. Any training dates not scheduled by the deadline will be scheduled by Sokikom based on Sokikom's availability.
- 1.3 Provide 2 admin data coaching sessions to each principal to improve their instructional leadership, use of data to inform instructional practices, and implementation of Sokikom.
- a. These will be conducted in-person with 1 team-member from Sokikom
 - i. WHEN: Exact coaching dates must be scheduled by RSD by the deadline listed in §2.6. Any dates not scheduled by the deadline will be scheduled by Sokikom based on Sokikom's availability.
- 1.4 Provide 3 district implementation review meetings to RSD to improve the overall fidelity of implementation of Sokikom, build site-capacity, and collaboration networks among sites.
- a. These will be conducted in-person with 1 team-member from Sokikom
 - i. WHEN: Exact review meeting dates must be scheduled by RSD by the deadline listed in §2.6. Any dates not scheduled by the deadline will be scheduled by Sokikom based on Sokikom's availability.
- 1.5 To help RSD meet obligations §2.1-§2.6 in a timely manner, Sokikom's School Success Team will be in touch and available for support.
- 1.6 All cancellation of meetings need to meet the minimum time requirements to be eligible for rescheduling. The minimum time requirements is four weeks.

Article 2 RSD Obligations

- 2.1 At least one district leader of RSD will attend up to three conferences in California and present a workshop session on their district and the impact they've seen with Sokikom. Sokikom will assist in the development of presentation content & materials.
- a. Deadline: July 31, 2017
 - b. Proposed district leaders: Dr. John Puglisi, Oscar Hernandez, or Dr. Mike Vollmert
 - c. Proposed Conferences: Parties will jointly decide by September 30, 2016
- 2.2 One to two school leaders of RSD will attend a conference in California and present a workshop session on their school and the impact they've seen with Sokikom. Sokikom will assist in the development of presentation content & materials.
- a. Deadline: July 31, 2017
 - b. Proposed school leader: Dr. Scott Barlow, Robert Guynn
 - c. Proposed Conference: Parties will jointly decide by September 30, 2016

- 2.3 Sokikom and RSD will issue a joint press release highlighting the academic, instructional and administrative results of Sokikom. Sokikom will assist in the writing of the press release.
- a. Deadline: September 30, 2016
- 2.4 RSD will hold at least one 21st Century Learning day with Sokikom at a school site. This day will allow educational stakeholders from California districts, local community leaders, and media to experience Sokikom in a live classroom environment.
- a. Deadline: October 31, 2016
 - b. Proposed school site: Rio Del Mar, Rio Plaza, or Rio Real
- 2.5 RSD will provide 3 introductions to districts in California that Sokikom is not already working with. Introductions can be in the form of an in-person, phone call, letter, or email to a Superintendent or Assistant Superintendent of Curriculum and Instruction recommending a meeting with Sokikom, along with a positive reference.
- a. Deadline: September 30, 2016
 - b. Proposed districts: Parties will jointly decide by September 30, 2016
- 2.6 RSD will work with Sokikom staff to schedule all trainings and coachings listed in Article 1.
- a. Deadline: August 31, 2016
- 2.7 Meetings (District, Principal or teacher trainings) that are cancelled cannot be refunded. If more than 1 meeting is missed, the goals listed previously will need to be revised. Training or coaching meetings must have four weeks of advanced notice to be rescheduled to allow for service goals to be met.

Article 3 Compensation and Term

- 3.1 Sokikom will be compensated \$145,090 to provide services as mentioned in Article 2 and specified in quote# 051607
- 3.1. The purchase order from RSD for the full amount will be received by Sokikom no later than June 30, 2016.
- 3.2 The Contract will begin on the date Sokikom receives the purchase order of the amount listed in §3.1 and will continue until June 30th, 2017.
- 3.3 The compensation from RSD will be given in one lump sum payment to Sokikom no later than August 31, 2016
- 3.4 The cost for additional travel visits to Rio will be \$750 per visit.

Article 4 Data Privacy, Confidentiality and Security

- 4.1 All Personally Identifiable Information (PII) and other non-public information and Data include, but are not limited to, student data, metadata, and user content. (“Data”)
- 4.2 Sokikom may use de-identified data for product development, research, or other purposes. De-identified Data will have all direct personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, and school ID. Furthermore, Sokikom agrees not to attempt to re-identify de-identified Data to any part unless that party agrees not to attempt re-identification. (“De-Identification”)

4.3 Marketing and Advertising

- 4.a1 Sokikom will not use any Data to advertise to students or their parents. Advertising or marketing may be directed to schools and districts only if student information is properly de-identified.

4.4 Modification of Terms of Service

- 4.a1 Sokikom will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from RSD.

4.5 Data Collection

- 4.a1 Sokikom will only collect Data necessary to fulfill its duties as outlined in this Agreement

4.6 Data use

- 4.a1 Sokikom will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this agreement

4.7 Data Mining

- 4.a1 Sokikom is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

4.8 Data Sharing

- 4.a1 Data cannot be shared with any additional parties without the written consent of RSD except as required by law.

4.9 Data Transfer or Destruction

- 4.a1 Sokikom will ensure that all Data in its possession are destroyed or transferred to RSD when Data is no longer needed for the specified purpose of this agreement, at the request of RSD.

4.10 Access

- 4.a1 Any Data held by Sokikom in relation to RSD will be made available to RSD upon request by RSD

4.11 Security Controls

- 4.a1 The following private data variables will not be shared with any other parties and will be stored securely on Sokikom servers.

- 4.i1 Student's first name

- 4.ii1 Student's last name

- 4.iii1 Student's gender

- 4.b1 Student data is in a place physically secure from access by unauthorized persons. Data housed on Sokikom servers will be encrypted at all times. Sokikom agrees that any computer on which the data reside will be password protected at all times.

Article 5 Miscellaneous

- 5.1 The Parties mutually agree that a failure to perform the services and obligations as set forth above will be considered a breach of this agreement.
- 5.2 The Parties mutually agree to resolve any deviations from this agreement amicably within 30 days.
- 5.3 If for whatever reason, RSD does not comply to resolve issues in regard to this agreement, within thirty days, no reimbursement will be issued.
- 5.4 Time is of the essence in this Agreement.
- 5.5 All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

The individuals signing below agree they are duly authorized by their Party to execute this agreement.

RSD

By: _____

Title: _____

Signature: _____

Date: _____

SOKIKOM

By: _____

Title: _____

Signature: _____

Date: _____



Quotation

Mailing Address:
 Sokikom
 1757 Blossom Hill Rd
 Unit 20
 San Jose, CA 95124

DATE May 19, 2016
Quotation # 051607
Account Name Rio Elementary School District

To:
 Rio School District
 2500 Vineyard Ave.
 Oxnard, CA 93036
 Phone: (805) 485-3111

Quotation valid until: July 31, 2016
Prepared by: Snehal Patel
Phone: 626-765-4566
Fax: 866-223-9041

Item Description	Quantity	Cost Each	AMOUNT
Sokikom Common Core Math Program Software License for 16-17 school year			
Per site (up to 500 students) 6 sites	6	\$10,000.00	\$60,000.00
Additional students over 500 (Counting 3160 students total)	160	\$20.00	\$3,200.00
Professional Development (PD)			
Sokikom Institute 2 trainers 2 days	2	\$5,000.00	\$10,000.00
Instuctional Coaching Visit #1 1 trainer 3 days (per site)	6	\$7,500.00	\$45,000.00
Instuctional Coaching Visit #2 1 trainer 2 days (per site)	6	\$5,000.00	\$30,000.00
Administrator Data Coaching Sessions 2 x 1.5 hour sessions (per site) + PD report + follow ups	6	\$3,000.00	\$18,000.00
District Implementation Review Sessions (3 x 1.5 hour sessions) + PD report + follow ups	1	\$4,500.00	\$4,500.00
Subtotal before discounts			\$170,700.00

Discounts				
	<i>Core Package Discount: 5%</i>	1	(\$8,535.00)	(\$8,535.00)
	<i>Sokikom + Rio Partnership Discount: 10%</i>	1	(\$17,070.00)	(\$17,070.00)
NOTES				
This quotation is subject to the terms and conditions listed in the 16/17 Rio School District Service Agreement				
TOTAL				\$145,095.00

CONTACT

Please email all purchase orders or questions to orders@sokikom.com or fax to (866) 223-9041
 If you have any questions, please call Daniel Van Hoff at 949-441-6146

10.20



Agenda Item: 10.20. NfL portion of the Mixteco/Indigena Community Organizing Project (MICOP) contract renewal FY 16-17

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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 home visits, 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: \$6,000.00 First 5 Ventura County

Recommended Motion: Staff recommends Board approval.

Attachments:
NfL/MICOP Agreement

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 \$6,000.00 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.

_____ Contractor need not comply with fingerprint certification requirement.

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

10.21



Agenda Item: 10.21. Approval of Child Development Resources Inc. (CDR) Contract Renewal FY 2016-17

Speaker: Oscar Hernandez

Rationale: As part of the Preschool collaborative with the Rio Neighborhood for Learning (Rio NfL) CDR will provide preschool services at Rio Rosales, Rio Lindo and Rio Plaza Elementary schools as follows:

Rio Rosales – 17 AM, 23 PM and 20 extended day slots, funding: Federal Head Start and State Preschool
Rio Lindo 40 extended day slots, funding: Federal Head Start and State Preschool
Rio Plaza 34 AM/PM part day slots, funding: Federal Head Start

CDR will operate a total of 134 preschool slots in FY 1617. Services are free for students ranging in ages 3 and 4 years old and who meet federal, federal and/or state, or state only poverty income guidelines. Priority is given to 4 year olds and families who live within the Rio School District boundaries. Class sizes range from 1720 students, with a 10 to 1 student teacher ratio. CDR is invoiced \$284.00 per month per classroom to defer the District’s facilities expenses for a total of \$13,916.00 annually.

Financial Impact: \$13,916.00 revenue CDR Funding

Recommended Motion: Staff recommends Board approval.

Attachments:
CDR MOU
CDR Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT executed on the ___ day of _____, 2016 by and between Rio School District hereinafter called DISTRICT and Child Development Resources of Ventura County, Inc. hereinafter called CDR.

OFFER TO RENT

DISTRICT hereby rents to CDR, subject to the following terms and conditions of this Agreement, the premises at the Rio Plaza Elementary School, Rio Rosales Elementary School and Rio Lindo Elementary School in Oxnard, CA to be occupied as Head Start/State Preschool classrooms and for no other purpose

TERM

The term of this agreement shall be for eleven (11) months beginning August, 2016 and ending on June 30, 2017, and can be extended for two (2) additional periods running July through June, if parties mutually agree and classroom space is available.

USE

CDR shall use the leased space for the purpose of a Head Start/State Preschool Program and uses incidental thereto. Such use shall be conducted in a manner that does not disrupt the DISTRICT's existing activities on the premises.

TERMINATION OF LEASE

The lease runs for the full term as specified above. The only exception is in the event classroom space is no longer available. Either party shall notify the other in writing at least 30 days prior to vacating the premises, or in the case of the DISTRICT if the classroom is no longer available.

RENT

CDR shall pay to the DISTRICT the total for rent for the lease term of **One dollar (\$1.00) per year payable annually on or before August 1, 2016.** The difference between the actual value of the property and the \$1.00 rent will be used as In Kind donation. The Rio School District will provide CDR with a value statement indicating the actual value of the classroom being utilized.

FACILITIES AND CUSTODIAL COST.

DISTRICT will bill CDR for the usage of each classroom utilized at Rio Plaza Elementary School, Rio Rosales Elementary School and Rio Lindo Elementary School in the amount of two hundred eighty-four dollars (\$284.00) per month/per classroom to help cover facilities and custodial costs.

If District janitorial service does not meet lessee's standards as mandated by Community Care Licensing (CCL), subjecting lessee to a citation by CCL, Lessee will reserve the right to have the violation corrected immediately by outside vendor at lessee's discretion.

POSSESSION

CDR has examined and knows the condition of the property and by taking possession acknowledges that they have received the same in good order and condition except as herein otherwise stated.

RIGHT OF ENTRY

DISTRICT shall have the right to enter the classroom at any time in order to inspect the premises, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose.

MAINTENANCE, REPAIRS OR ALTERATIONS

CDR may not make any alterations to the leased premises without the consent in writing of the DISTRICT. DISTRICT will provide custodial services five (5) days per week (Monday through Friday, excluding Rio School Board approved holidays and non-school days) and maintenance services when needed while the Head Start/State Preschool is operational at the school sites mentioned above.

When scheduling work to be completed on Lessor's campuses, especially during District vacation or non-school days, The Lessor must notify CDR of any possible interruption of calendar days for CDR's programs. CDR is required to provide services for an established number of days per year. Proper notice must be given to parents to find alternative care for their children.

OPERATION ON NON-SCHOOL DAYS

CDR will incur the cost for facilities support that is requested on non Rio School District classified contract days, weekends and Rio School District Board approved holidays and non-school days. This will include special events or regulars services. Following are the 31 Rio School District Board approved holidays and non-school days. The Rio School District calendar is subject to change. District staff will inform CDR in a timely manner of any changes.

- July 4
- September 5
- November 11, 21, 22, 23, 24, 25
- December 19, 20, 21, 22, 23, 26, 27, 28, 29, 30
- January 2, 16
- February 13, 20
- April 10, 11, 12, 13, 14, 17, 18, 19
- May 29

INDEMNIFICATION

DISTRICT shall not be liable for any damage or injury to CDR, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and CDR agrees to hold DISTRICT harmless from any claims or damages unless caused solely by DISTRICT's negligence.

CDR shall not be liable for any damages or injury to DISTRICT, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and DISTRICT agrees to hold CDR harmless from any claims or damages unless caused solely by CDR's negligence.

COVENANTS

The covenants and conditions herein contained shall apply to and bind the legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of the Agreement.

OCCUPANTS

CDR agrees to provide qualified bilingual (Spanish/English) instructional staff to serve a minimum of 130 children in part-day program options. The facilities will be used Monday through Fridays, except Holidays.

NOTICES

Any notice which either party may require to give may be given by mailing the same, by registered mail to the addresses set forth following the signatures.

SPECIAL PROVISIONS

See the attached Memorandum of Understanding between CDR and the DISTRICT dated _____, 2016, which defines the terms and conditions of this agreement.

ENTIRE AGREEMENT

The terms and conditions of the Agreement, together with the MOU are the entire agreement and understanding of the parties. BOTH PARTIES acknowledge that they have read this Agreement and understand its provisions and agree to occupy said premises under the terms of the Agreement. In witness, the parties have executed this agreement on the day and year written below:

Lessor:

John D. Puglisi, Ph.D., Superintendent

Date

Rio School District

2500 Vineyard Ave.
Oxnard, CA 93036

Lessee:

Don Henniger, Chief Executive Officer

Date

Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program

221 Ventura Boulevard
Oxnard, CA 93036-0277

10.22



Agenda Item: 10.22. Approval of Child Development Inc. (CDI) Contract Renewal FY 1617

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: As part of the Rio Neighborhood for Learning (Rio NfL) CDI will provide preschool services at Rio del Mar, Rio Real and Rio del Norte Elementary schools as follows:

Rio Real 30 full day slots, 48 AM/PM part day slots, funding: general child care, First 5 Rio NfL, State Preschool

Rio del Norte 30 full day slots, 72 AM/PM/Twilight part day slots, funding: general child care, First 5 Rio NfL, State Preschool

CDI will operate a total of 180 preschool slots in FY 1617.

The CDI preschool program is free or low cost for families with students ranging in ages 2 years, 9 months to 4 years old. Priority is given to 4 year olds and children whose families who meet the state poverty income guidelines. Parents who did not qualify under income guidelines will be eligible using a point system and sliding fee scale. Class sizes will range from 2430 students, with an 8 to 1 student teacher ratio. CDI is invoiced \$284.00 per month of use per classroom to defer the District's facilities expense for a total of \$18,176.00 annual revenue.

Financial Impact: \$87,987.00 First Five Ventura County Funding

Recommended Motion: Staff recommends Board approval.

Attachments:
CDI Contract
CDI Amendment

Memorandum of Understanding

Rio School District & Child Development Resources of Ventura County, Inc. Head Start/State Preschool

This Memorandum of Understanding (MOU) explains and confirms the agreement between Rio School District and Child Development Resources of Ventura County, Inc. Head Start/State Preschool program. These agencies agree to collaborate in the development and implementation of Head Start/State Preschool classes in the Rio School District.

Memorandum of Understanding Purpose:

This Memorandum of Understanding is to confirm an effective and collaborative working relationship between the parties named above. The purpose of this collaborative partnership will be to provide preschool educational services to eligible children who reside within the boundaries of the Rio School District. The Rio School District and Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program will work cooperatively to administer preschool age programs to serve children whose parents reside within the boundaries of these elementary schools.

Memorandum of Understanding Timeline:

This Memorandum of Understanding will be in effect from August 1, 2016 through June 30, 2017, and can be extended for two (2) additional periods running July thru June, if parties mutually agree and classroom space is available for use by Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program.

Memorandum of Understanding Agreement and Description of Services:

The Rio School District agrees to:

1. Provide a classroom space at Rio Plaza Elementary School, (1), Rio Rosales Elementary School (2) and Rio Lindo Elementary School (2) to house a Head Start federally funded program and/or a State Preschool Funded Program, which will serve a minimum of 130 preschool age children in a 3 hour or a 3.5 hour or a 6 hour program option.
2. Provide custodial services five-days per week (Monday through Friday, excluding Rio School Board approved holidays and non-school days) and

Memorandum of Understanding

Rio School District & Child Development Resources of Ventura County, Inc. Head Start/State Preschool

- facility maintenance services as needed when the Head Start/State Preschool Programs are in operation at the above mentioned school sites.
3. Notify CDR when a facility is locked down for security purposes or if utilities need to be turned off, as a result of an emergency, so that our staff can contact families of our students in a timely manner.
 4. Provide space for evening monthly parent involvement activities such as parent meetings and educational workshops for parents.
 5. Provide Meals and/or Meal Supplements according to USDA National School Lunch Program (NSLP) and National School Breakfast Program (NSBP) Guidelines for preschool age students enrolled in the Head Start/State Preschool Programs at the school sites mentioned above.
 6. Participate in collaborative decisions with Child Development Resources of Ventura County, Inc. Head Start/State Preschool in the administration and implementation of the Head Start/State Preschool Program.
 7. In conjunction with the registration of preschool students in the student information system, the Rio School District will:
 - Provide any necessary training in the student information software
 - Enter basic student information in the district attendance data base
 - Keep all information collected confidential.
 - Provide School Identification numbers and State Identification numbers for each student.
 - Share outcome information for statistical purposes to CDR upon request.
 - Ensure that all classrooms are set up with the necessary phone lines and computer access to utilize the student information software as required by Rio School District.

Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program agree to:

1. Operate and administer a Head Start federally funded and/or State Funded Preschool Program, which will serve a minimum of 130 preschool age children in a 3 hour or a 3.5 hour or a 6 hour program , at Rio Plaza

Memorandum of Understanding

Rio School District & Child Development Resources of Ventura County, Inc. Head Start/State Preschool

Elementary School, Rio Rosales Elementary School and Rio Lindo Elementary School.

2. Partial cover the facilities and custodial cost by paying the amount of two hundred eighty-four dollars (\$284.00) per month per classroom.
3. Provide bilingual/bicultural teaching staff to provide preschool services to the children attending the Head Start/State Preschool Program offered at the above mentioned schools.
4. In good faith CDR will recruit enrollment from residents living in the Rio School District boundaries followed by residents living outside the district.
5. Provide children enrolled in the Head Start/State Preschool Program at the above mentioned schools with a learning environment and varied activities that will help them develop socially, emotionally, intellectually, and physically in a manner to their stage of development toward an overall goal of social competence and school readiness.
6. Work cooperatively with the staff at Rio School District and at each school site to ensure and enhance the continuity of children and address transition needs of families and children as they move from the Head Start/State Preschool Program to public education.
7. Participate with partnership agencies to collect, disseminate and share any necessary data and/or information for the administration and evaluation of the Head Start/State Preschool Program.
8. Participate in the registration, attendance and data collection of preschool students into the Rio School District's student information system by doing the following:
 - Facilitate the parent's completion of the "Authorization to Share Information"
 - Facilitate the parent's completion of the "Preschool Participation Packet" with demographic information including: child's first, middle and last name, gender, ethnicity, home language, primary language, home address and birth place: city, state and country.
 - Authenticate child's given name with a birth certificate
 - Maintain daily attendance in the on-line student information system
 - Update weekly names of new enrollees and children who have dropped

Memorandum of Understanding

Rio School District & Child Development Resources of Ventura County, Inc. Head Start/State Preschool

- Provide one page copies of the pre and post DRDP on all enrolled students. Results of additional assessment tools may be requested in the future.
 - Provide this enrollment and assessment data to the Rio Neighborhood for Learning in a timely manner
9. Coordinate the setting up of the classroom spaces at the above mentioned schools.
 10. Retains exclusive rights and responsibilities over CDR employees.

Either party, upon thirty (30) days written notice, and per the terms and conditions of the Subcontract Agreement between the Rio Elementary School District and Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program, may cancel this Memorandum of Understanding.

Signed and executed this day of _____, 2016

John D. Puglisi, Ph.D.,
Superintendent
Rio School District
2500 Vineyard Ave.
Oxnard, CA 93036

Don Henniger, Chief Executive Officer
**Child Development Resources of
Ventura County, Inc.**
Head Start/State Preschool Program
221 Ventura Boulevard
Oxnard, CA 93036-0277

**CONTINUING DEVELOPMENT INCORPORATED
SUBCONTRACT ADDENDA**

This is an "Amendment" to the original agreement between **Rio School District**, hereinafter referred to as **DISTRICT**, and **Continuing Development, Incorporated**, hereinafter to as **SUBCONTRACTOR** dated. The parties hereto agree to "Amend" as follows:

1) **2.1 PROGRAM DESCRIPTION:**

- Allow 2 classrooms for full-day pre-school services at Rio del Norte Elementary School, 2500 Lobelia Drive, Oxnard, California 93036. Time of Operation will be conducted Monday through Friday from 7:00 a.m. – 6:00 p.m. for 250 days
- Allow 1 classroom for part-day pre-school services at Rio del Norte Elementary School, 2500 Lobelia Drive, Oxnard, California 93036. Time of Operation will be conducted Monday through Friday from 7:00 a.m. – 6:00 p.m for 175 days.
- Allow 1 classrooms for full-day pre-school services at Rio Real School, 1400 Kenney Street, Oxnard, California 93036. Time of Operation will be conducted Monday through Friday from 7:00 a.m. – 6:00 p.m. for 250 days
- Allow 1 classroom for part-day pre-school services at Rio Real School, 1400 Kenney Street, Oxnard, California 93036. Time of Operation will be conducted Monday through Friday from 7:00 a.m. – 6:00 p.m for 175 days.

2) There will be no additional compensation for this service.

3) All insurance documents should be amended to cover the full-day and part-day pre-school services at Rio del Norte and Rio Real Elementary Schools in accordance with the minimum requirements set forth in the original executed contract.

4) An amended Certificate of Insurance noting the addition of the full-day and part-day pre-school services at Rio del Norte and Rio Real Elementary Schools and naming "Rio School District" as **Additional Insured** should be provided to "District" within fourteen (14) days after execution of this Addendum.

5) CDI will incur the cost for facilities support that is requested on non Rio School District classified contract days, weekends and Rio School District Board approved holidays. This will include special events or regulars services. Following are the 31 Rio School District Board approved holidays and non-school days. The Rio School District calendar is subject to change. District staff will inform CDI in a timely manner of any changes.

- July 4
- September 5
- November 11, 21, 22, 23, 24, 25
- December 19, 20, 21, 22, 23, 26, 27, 28, 29, 30
- January 2, 16

- ⦿ February 13, 20
 - ⦿ April 10, 11, 12, 13, 14, 17, 18, 19
 - ⦿ May 29
- 6) CDI will participate in the registration, attendance and data collection of preschool students in the Rio School District's student information system by doing the following:
- ⦿ Facilitate the parent's completion of the "Preschool Participation Packet" which demographic information including: child's first, middle and last name, gender, ethnicity, home language, primary language, home address and birth place: city, state and country.
 - Authenticate child's given name in accordance with California Code of Regulations Title V.
 - ⦿ Maintain daily attendance in the on-line student information system
 - ⦿ Update weekly names of new enrollees and children who have dropped
 - ⦿ Provide one page copies of the pre and post DRDP 2015 on all enrolled students. Results of additional assessment tools maybe requested in the future.
 - ⦿ Supply DRDP 2015 data within 10 days of the request.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this agreement on the dates indicated below.

DISTRICT

CONTINUING DEVELOPMENT INC.

(Signature)

John D. Puglisi,
Ph. D. Superintendent

(Signature)

Eva Schulte,
Chief Business Growth and Development Officer

Date

IRS# 95-6002550
FTB# 80093115

Date

IRS#

**CONTINUING DEVELOPMENT INCORPORATED
SUBCONTRACT AGREEMENT**

This is an agreement between **Rio School District**, hereinafter referred to as **DISTRICT**, and **Continuing Development, Incorporated**, hereinafter to as **SUBCONTRACTOR**. The parties hereto agree as follows:

1. **TERM.** The term of this agreement shall commence on July 1, 2016, and shall continue through June 30, 2017, during which time the SUBCONTRACTOR shall perform the services required under this agreement.
2. **SERVICE PROVISIONS.** See approved RIO NfL Contract. (Exhibit A)
 - 2.1 Program Description.
 - 2.2 Program Goal.
 - 2.3 Activities and Service with outcomes and measurement instruments. (Exhibit B)
3. **COMPENSATION.** The DISTRICT agrees to pay SUBCONTRACTOR a sum not to exceed Eighty Seven Thousand Nine Hundred and Eighty-Seven Dollars (\$87,987.00) for the regular school year program for services performed during the term of this agreement in accordance with the method of payment stipulated in *Sections 4 and 5*
4. **PAYMENT METHOD.** DISTRICT agrees to pay SUBCONTRACTOR for the satisfactory performance of the specified services, according to Exhibit A attached hereto), and under the terms and conditions of this agreement.
5. **FACILITIES AND CUSTODIAL COST.** DISTRICT will bill the SUBCONTRACTOR for the usage of each classroom utilized at Rio School District sites noted in the addenda in the amount of two hundred eighty-four dollars (\$284.00) per month/per classroom to help cover facilities and custodial costs.
6. SUBCONTRACTOR shall be paid in arrears upon receipt of a monthly invoice for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this agreement. Unless specified in Exhibit A, no other expenses will be paid. Program services are to be provided throughout the full term of this agreement.

Reimbursement for the period of July 1, 2016 through June 30, 2017 shall not exceed the terms of the agreement. DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) days after the receipt of a complete and accurate invoice. However, if payment by DISTRICT is greater than thirty (30) days, but less than sixty (60) days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, it shall not be considered a substantial Breach of Agreement nor cause for termination of this agreement.

7. **INVOICES.** By the fifteenth (15th) calendar day following the close of each month, the SUBCONTRACTOR shall submit to the DISTRICT a complete and signed invoice. Such an invoice shall include an itemized listing as detailed in Exhibit C, as well as a list of students for which the service were rendered.

The invoice shall be submitted to: Rio School District, 2500 Vineyard Avenue, Oxnard, California 93036, Attention: Rio NFL Coordinator.

DISTRICT shall review the invoice, verify adherence to agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that the SUBCONTRACTOR is not in default under any provisions of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services, which have not been provided as required by this Agreement.

8. **BUDGET JUSTIFICATION.** See attached.

- 8.1 Line Item. SUBCONTRACTOR charges shall be justified by the detailed line item budget as attached, which is made a part of this agreement by reference as Exhibit C, and which shall constitute a commitment by CONTRACTOR to deliver the basic categorical resources stated herein.

9. **REIMBURSEMENT.** SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program; or (2) **FIRST FIVE VENTURA COUNTY FUNDS** under any **FIRST 5 VENTURA COUNTY PROGRAM**, without prior written approval from **FIRST 5 VENTURA COUNTY**.

10. **INVESTIGATION AND RESEARCH.** SUBCONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the DISTRICT, any of its offers, or employees, except as provided herein.

11. **SUBCONTRACTOR.** No relationship of employer and employee is created in this agreement, it being understand that the SUBCONTRACTOR is a SUBCONTRACTOR. None of the persons performing services for SUBCONTRACTOR pursuant to this agreement, whether said person is a member, partner, employee, contractor, or otherwise, shall have any claim under this agreement or otherwise against DISTRICT for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

DISTRICT is not required to make any deductions for any third party from the compensation payable to SUBCONTRACTOR under the provisions of this agreement. SUBCONTRACTOR

hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that any employer-employee relationship exists by reason of this agreement.

It is further understood and agreed by the parties hereto that SUBCONTRACTOR in the performance of its obligation hereby is subject to the control of director of DISTRICT only as to the results to be accomplished by the services hereunder agreed to be rendered and performed and not to the means and methods for accomplishing the results.

If, in the performance of this agreement, any third persons are employed by the SUBCONTRACTOR, such persons shall be entirely and exclusively under direction, supervision, and control of the SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be determined by SUBCONTRACTOR and comply with all statutory requirements.

- 12. CONTRACTOR'S EMPLOYEES.** SUBCONTRACTOR agrees that all SUBCONTRACTOR employees have secured or shall secure at SUBCONTRACTOR's own expense all persons and employees and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services
- 13. EQUIPMENT.** Equipment required to perform the services required under this Agreement will be provided by the DISTRICT and remain the property of the DISTRICT.
- 14. EQUAL OPPORTUNITY.** SUBCONTRACTOR will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, gender, or national origin. This provision shall include, but not limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 15. PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this agreement.
- 16. RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any

equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees, even though such equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT. The acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. **INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of the SUBCONTRACTOR. SUBCONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, including all of its committee members, employees, agents and volunteers against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the negligence or wrongdoing, or the willful misconduct of the DISTRICT.
18. **INSURANCE.** SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement the following types of insurance.
 - 18.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$1,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual, and \$50,000 fire legal liability, if applicable.
 - 18.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
 - 18.3 Workers' Compensation coverage in full compliance with California Statutory Requirements for all employees of the SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 18.4 Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and in the aggregate.
 - 18.5 All insurance required under this agreement shall be primary coverage as respects to the DISTRICT, and any insurance or self-insurance maintained by the DISTRICT shall be in excess of the SUBCONTRACTOR's insurance coverage and shall not contribute to the SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

- 18.6 The DISTRICT is to be named as **ADDITIONAL INSURED** as respects to work done by SUBCONTRACTOR under the terms of this agreement on all policies required. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 18.7 Policies shall not be cancelled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 18.8 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within fourteen (14) days after the execution of this agreement.
- 18.8.1 Certificates of Insurance for coverage required under this agreement.
- 18.8.2 Additional insured endorsements; and
- 18.8.3 Sixty (60) days Notice of Cancellation Clause endorsements except for nonpayment of premium.
- 18.9 Failure to timely provide these documents shall be grounds for immediate termination or suspension of this agreement.
- 18.10 It is the responsibility of the SUBCONTRACTOR to confirm that all terms and conditions of the insurance provisions are complied with any and all subcontractors that the SUBCONTRACTOR may use for the completion of this agreement.
- 18.11 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the SUBCONTRACTOR for liability in excess of such coverage, nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provisions of this agreement or otherwise in law.
- 18.12 If the Professional Liability Coverage is "claims made," SUBCONTRACTOR must, for a period of three (3) years after the date when the agreement is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of the agreement services or purchase an extended reporting period endorsement (tail coverage). DISTRICT may withhold final payments due until SUBCONTRACTOR provides satisfactory evidence of the tail coverage to DISTRICT.
- 19. ASSIGNABILITY.** SUBCONTRACTOR shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DISTRICT thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to DISTRICT.
- 20. SUBCONTRACTS.** Functions undertaken by the SUBCONTRACTOR may be carried out under subcontracts. However, SUBCONTRACTOR may not delegate its duties or obligations

nor assign its rights hereunder, either in whole or in part, without prior written consent of DISTRICT. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of SUBCONTRACTOR or the transfer of assets in excess of ten (10) percent of the total assets of SUBCONTRACTOR shall be deemed an assignment of benefits under the terms of this agreement requiring DISTRICT approval.

All subcontracts shall be in writing and copies provided to DISTRICT. No subcontract shall alter in any way any legal responsibility of SUBCONTRACTOR to DISTRICT. All subcontractors will be provided a copy of this agreement, and any subcontract must state that any work performed must be consistent with this agreement. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract, which do not comply with the terms of this agreement.

In each subcontract, SUBCONTRACTOR shall include all provisions that the DISTRICT may require. DISTRICT shall make these provisions available to SUBCONTRACTOR.

21. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

22. RELIGIOUS ACTIVITIES PROHIBITED. There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

23. LICENSES AND STANDARDS. SUBCONTRACTOR shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this agreement. SUBCONTRACTOR shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

In the performance of this agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder that are applicable as identified by the scope of this agreement as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for

educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

24. MAINTENANCE OF RECORDS. SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

25. CUSTODY OF RECORDS. At its option, DISTRICT may take custody of SUBCONTRACTOR's client records related to services provided under this agreement upon agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

26. FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state, or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations may include but are not limited to audits, inspection of premises, reports, and interviews of program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem necessary, SUBCONTRACTOR shall make available to DISTRICT, state, federal or county officials for examination, all records pertaining to all matters covered by this agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this agreement.

27. DISTRICT shall have the right to review the work being performed by the SUBCONTRACTOR under this contract at any time during DISTRICT's usual working hours. Review, checking, approval or other action by DISTRICT shall not relieve SUBCONTRACTOR of SUBCONTRACTOR's responsibility for the accuracy and completeness of the work performed under this contract.

28. EVALUATION STUDIES. As requested by First 5 Ventura County and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

29. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. FIRST 5 VENTURA COUNTY shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents data, films, tapes, and other

materials developed under this agreement, including materials covered by copyright, and each entity reserves the right to authorize others to use or reproduce such materials.

First 5 Ventura County shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this agreement. All such materials developed under the terms of this agreement shall acknowledge the **First 5 Ventura County** as the funding agent of the publication, when applicable.

In addition, SUBCONTRACTOR must receive written permission from the **First 5 Ventura County** prior to publication for any materials developed under this agreement, and file with the **First 5 Ventura County** a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this agreement prior to publication.

SUBCONTRACTOR also agrees that if SUBCONTRACTOR enters into any agreements with other parties in order to perform the work required under this agreement, SUBCONTRACTOR will require the agreements to include clauses granting the **First 5 Ventura County** a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the copy righted works created, produced, developed or delivered under such agreements.

30. SIGNAGE. SUBCONTRACTOR agrees to use the **First 5 Ventura County** logo (“Logo”), provided by **First 5 Ventura County**, for all printed materials specific to the program funded by **First 5 Ventura County** under this agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a program that is identified in the **First 5 Ventura County** Strategic Plan (Neighborhood for Learning, Center for Excellence) then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the **First 5 Ventura County** Logo shall be placed on the same page as the Program logo. When a majority of the Program funding is from **First 5 Ventura County**, the Logo shall not be less than fifty (50%) percent in size of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, “Funded by:” placed over the logo, or “Supported through a grant from:” placed over the logo.

31. CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, SUBCONTRACTORS, or agents performing services under this agreement who are required by Section 11166, Subdivision (a), of the Penal Code to report child abuse or neglect or are required by Section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

31.1 SUBCONTRACTOR shall establish procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, SUBCONTRACTOR’s, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse or neglect, even when such persons are not otherwise required by Section 11166, Subdivision (a), of the

Penal Code or Section 15630 of the Welfare and Institutions Code, to report such abuse or neglect.

32. TERMINATION. DISTRICT retains the right to terminate this contract for any reason prior to completion by notifying SUBCONTRACTOR in writing and by paying charges accumulated prior to such termination. On completion or termination of contract, DISTRICT shall be entitled to immediate possession of and SUBCONTRACTOR shall furnish all computations, programs, correspondence and other pertinent data gathered or computed by SUBCONTRACTOR for this particular project prior to any termination. SUBCONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth in this paragraph, in the event of such termination.

If the term of this project extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the appropriation of funds for such purpose by **First 5 Ventura County's** Board of Directors. If funds to effect such continued payment are not appropriated, DISTRICT may terminate this project as thereby affected and SUBCONTRACTOR shall relieve DISTRICT of any further obligation therefore.

33. ADDENDA. DISTRICT may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of SUBCONTRACTOR's compensation which are mutually agreed upon by and between DISTRICT and SUBCONTRACTOR, shall be effective when incorporated in written amendments to this agreement.

34. CONFLICT OF INTEREST. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBCONTRACTOR further covenants that in the performance of this agreement, no person having such interest shall be employed or retained by SUBCONTRACTOR under this agreement.

35. CONFIDENTIALITY. Any reports, information, data, statistics, forms, procedures, systems, studies, and any other communication or form of knowledge given to or prepared or assembled by SUBCONTRACTOR under this agreement in which the DISTRICT requires to be kept as confidential shall not be made available to any individual or organization by SUBCONTRACTOR without the prior written approval of DISTRICT, except as authorized by law.

SUBCONTRACTOR shall insure that SUBCONTRACTOR's employees and/or independent SUB-CONTRACTOR or agents shall keep such confidential information confidential.

36. NOTICES. All notices required under this agreement shall be made in writing and addressed or delivered as follows:

TO DISTRICT: Rio School District

Attn: Rio NFL Coordinator
2500 Vineyard Avenue
Oxnard, California 93036
(805) 981-2892

SUBCONTRACTOR: Continuing Development, Incorporated
Attn: Eva Schulte
4340 Stevens Creek Blvd. #260
San Jose, California 95129
(408) 556-7300

Either party may, by written notice to the other, change its own mailing address, and shall promptly notify the other party in writing.

37. ENTIRE AGREEMENT. The terms and conditions set forth in Exhibits A, B, and C attached hereto are incorporated herein by this reference. This agreement contains all terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this agreement shall be deemed to bind any of the parties of this agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this agreement on the dates indicated below.

DISTRICT

CONTINUING DEVELOPMENT INC.

(Signature)

(Signature)

John D. Puglisi,
Ph. D. Superintendent

Eva Schulte,
Chief Business Growth and Development Officer

Date

Date

IRS# 95-6002550
FTB# 80093115

IRS#

10.23



Agenda Item: 10.23. Approval of the Contract Agreement between RSD and Newsela FY 2016/2017

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: [Newsela](#) is an innovative way for students in grades 2-8 to build reading comprehension with nonfiction that's always relevant: daily news. It features articles written at multiple levels of text complexity and quizzes to test reading comprehension. The Newsela PRO District license renewal includes the following:

- Unlimited Teachers per Student with School and District Binder
- District Binder access for select colleagues in the district
- Principal Binder access for select colleagues in each school
- Administrative access for select colleagues in each school
- Onboarding and training package through Newsela Community team
- Unlimited teacher-student relationships across all schools
- Teacher Binder access for all users - assessment tools
- Writing tools for all users - Newsela Write and interactive annotation
- PRO Assign instructions on all assignments

Newsela helps students climb the staircase of reading complexity from elementary through high school by providing daily news articles written at five levels of difficulty. Newsela adapts to each student's reading ability so they always get just-right content while having the power to stretch themselves. Articles are paired with quizzes aligned to the new Common Core State Standards so teachers can track their students' progress on a daily basis. Teacher tools make it easy to assign articles, review student quizzes and track Common Core mastery.

Financial Impact: \$30, 000.00 out of LCFF funds.
Recommended Motion: Staff recommends approval of District-wide license purchase for 2016-2017.

Attachments:
NEWSELA Quote

Newsela
 519 8th Ave 21st Floor
 New York, NY, 10018
 United States of America
proteam@newsela.com
 855-711-0118

Quote No. 00019074
PRO Team Rep: Sarah Dabah
Date: 3/31/2016 2:20 PM
Expiration: April 30, 2016
Payment Terms: Net 30 Days

To Rio School District
 2500 E Vineyard Ave Ste 200
 Oxnard CA 93036

Start Date: July 1, 2016

End Date: June 30, 2017

Qty	Product Code	Description	Unit Price	Line Total
1.00	Newsela PRO District License		\$30,000.00	\$30,000.00
			Total	\$30,000.00

Comment Newsela PRO District License includes:

- Unlimited Teachers per Student with School and District Binder
- District Binder access for select colleagues in the district
- Principal Binder access for select colleagues in each school
- Administrative access for select colleagues in each school
- Onboarding and training package through Newsela Community team
- Unlimited teacher-student relationships across all schools
- Teacher Binder access for all users - assessment tools
- Writing tools for all users - Newsela Write and interactive annotation
- PRO Assign instructions on all assignments
- Click-to-chat support for all users at support.newsela.com

To Accept this quotation, please have an authorized employee email proteam@newsela.com with the subject line, "Approved: Quote #00019074"

Please include with the approval the name, email, and phone number for the main billing contact.

Authorized Signature (if required):	Date of Signature:
--	---------------------------

Newsela Signature (if required):

Date of Signature:

10.24



Agenda Item: **10.24. Approval of contract with Ventura County Sheriff's Office for a School Resource Officer at Rio Del Valle Middle School.**

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: At the May 11, 2016 meeting, the board approved a contract with the City of Oxnard in order to provide School Resource Officer services at the schools within the City of Oxnard.

For the past few years, Rio Del Valle Middle School has received support in the form of a School Resource Officer for 37 weeks, on Tuesdays and Thursdays. The partnership benefits the District and the students by providing increased safety on campus and an opportunity for open communications between students, staff, and the Sheriff's Department.

This item is a contract to continue the existing and successful program for the 2016-17.

Financial Impact: Financial Impact: \$26,934.60

Funding Source: General Fund

Recommended Motion: Staff recommends the approval of the Contract with the Ventura County Sheriff's Office and Rio School District for an SRO at Rio Del Valle Middle School for the 2016/2017 school year.

Attachments:
SRO for RDV



VENTURA COUNTY SHERIFF'S OFFICE

- GEOFF DEAN
Sheriff
- GARY PENTIS
Undersheriff
- STEVE DE CESARI
Assistant Sheriff
- GUY STEWART
Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

April 29, 2016

Rio School District
Attn: Kristin Pifko
2500 East Vineyard Avenue
Oxnard, CA 93036

Thank you for your agreement to contract law enforcement services with the Ventura County Sheriff's Office, which encompasses one deputy sheriff as a School Resource Officer at Rio Del Valle Middle School for 37 weeks beginning September 6, 2016. This includes 18 Tuesdays at 8 hours each, and 19 Thursdays at 4 hours each. This partnership benefits the District and the students by providing increased safety on campus and an opportunity for open communications between students, staff, and the Sheriff's Department.

The anticipated billing for the contracted service period of September 6, 2016 through June 30, 2017, for Rio School District will be **\$26934.60** (18 weeks @ 8 hrs/Tuesdays + 19 weeks @ 4 hrs/Thursdays = 220 hrs x \$122.43/hour). This figure is an estimate only and may vary when the actual associated costs are known. Also, this figure does not include any additional costs associated with summer school, special events, modifications of schedules, or unforeseen incidents where the SRO is requested to stay beyond normal hours. The figure also does not include costs associated with filling behind the SRO should he/she need to take a day off and coverage is requested.

The contract is contingent upon Rio School District agreeing to pay the fee listed above. The Ventura County Sheriff's Office will maintain control and responsibility for the deputy's duties and actions. By signing below, the district is agreeing to the terms and conditions outlined above (upon signature, please return to me via email at patti.salas@ventura.org).

Sincerely,

Patricia Salas, Captain
Patrol Services, West – Headquarters
805 654 2881
patti.salas@ventura.org

Rio School District

Date

SPECIAL SERVICES
(805) 383-8791 Fax (805) 389-6549

PATROL SERVICES
(805) 494-8260 FAX (805) 494-8295

DETENTION SERVICES
(805) 654-2305 FAX (805) 654-3500

SUPPORT SERVICES
(805) 654-5134 FAX (805) 677-8715

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10.25



- Agenda Item:** **10.25. Approval of Resolution 1516/33 Appropriation Transfers**
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** The Rio School District may have a need during the fiscal year to make appropriation transfers to permit the payment of the obligations of the district. This resolution authorizes the district and a district employee to make transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification.
- Financial Impact:** Financial Impact: None
- Funding Source: N/A
- Recommended Motion:** Approval of this item will expedite certain transactions. However, the information will still be provided to the board for ratification. Approval of this action is required each fiscal year.
- Attachments:**
Resolution 1516/33

RIO SCHOOL DISTRICT

**RESOLUTION NO. 1516-33
APPROPRIATION TRANSFERS FOR FISCAL YEAR 2016/2017**

WHEREAS, the Rio School District may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and

WHEREAS, the District may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification,

THEREFORE, BE IT RESOLVED that the Rio School District authorizes the appropriation transfers necessary to permit payment of obligations of the District incurred during the 2016/2017 fiscal year. These transfers are to be presented for ratification at the next board meeting.

ADOPTED by the Board of Education at a regular meeting held on the __ day of _____, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY that the above resolution was adopted by the Board of Trustee at a special board meeting of the board.

Eleanor Torres,
President of the Board of Trustees

10.26



Agenda Item: 10.26. Approval of Resolution 1516/32 Temporary Loans Between District Funds

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: To meet cash flow needs during the year, it may be necessary to temporarily transfer cash from one fund to another in order to meet cash flow obligations of the district. Separate approvals for this action are required for each fiscal year.

Financial Impact: Financial Impact: None

Funding Source: N/A

Recommended Motion: Staff recommends approval of Resolution No. 1516/32 .

Attachments:
Resolution No. 1516/32

RIO SCHOOL DISTRICT

**RESOLUTION NO. 1516-32
TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR
FISCAL YEAR 20116/2017**

WHEREAS, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

WHEREAS, when there are insufficient funds to meet district obligations in the fund, and:

WHEREAS, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and:

WHEREAS, repayment of the temporary loan will be made from income received, and:

THEREFORE, BE IT RESOLVED that the Board of Education of the Rio School District authorizes the temporary transfer of cash from one direct fund to another in order to meet the financial obligations of the District as the need may arise during the 2016/2017 fiscal year.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ____, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

10.27



Agenda Item: 10.27. 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.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Government Code 4525, et seq., permits the District to hire accountants and similar professionals so long as they are specially trained, experienced and competent.

Vavrinek, Trine, Day & Co., LLP will audit the financial statements of the Building Fund (Measure G) for the years ending June 30, 2017, 2018 and 2019 to ensure that the funds have been expended only on the specific projects listed in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Vavrinek, Trine, Day & Co., LLP will also audit the basic financial statements for the three year period July 1, 2016 through June 30, 2019 and report on the internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Financial Impact: Financial Impact: \$8,000 per year plus travel expenses for the audit of the General Obligation Bond

Funding Source: Measure G

Financial Impact: NTE \$30,000 for 2017; NTE \$31,000 for 2018; and NTE \$32,000 for 2019 for the basic audit

Funding Source: General Fund

Recommended Motion: Approve the renewal of the contracts with Vavrinek, Trine, Day & Co., LLP for the audit of the proceeds from the sale of the bonds and the contract for the basic audit for July 1, 2016 to June 30, 2019.

Attachments:
Contract for audit of bond
Basic audit of Vavrinek



May 23, 2016

Kristen Pifko
Assistant Superintendent, Business Services
Rio Elementary School District
2500 E. Vineyard Avenue, Suite 100
Oxnard, California 93036

Dear Kristen,

Attached is a copy of the three-year contract for July 1, 2016 to June 30, 2019, for the Rio Elementary School District.

If the contract meets with your approval, please sign and forward a fully executed copy to the County, return a fully executed copy to us, and keep a signed copy for your files.

If you have any questions, please feel free to contact me.

Yours very truly,

A handwritten signature in black ink, appearing to read 'AS Park'.

Andrew S. Park
of VAVRINEK, TRINE, DAY & CO., LLP

ASP/sab

Enclosures

CONTRACT FOR AUDITING

This agreement made and entered into this _____ of _____, 2016, between the Governing Board of the Rio Elementary School District, of Ventura County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2017, 2018 and 2019. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements, financial statements of the District, as of and for the three-year period beginning July 1, 2016 and ending June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Other Postemployment Benefits (OPEB) Funding Progress
4. Schedule of Changes in Net Pension Liability and Related Ratios
5. Schedule of Contributions

Supplementary information other than RSI, also accompanies the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by the current *Standards and Procedures for Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the Education Audit Appeals Panel.

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statement, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Combining Statements – Non-Major Governmental Funds

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and compliance will each include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will fully discuss the reasons with you in advance. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

MANAGEMENT RESPONSIBILITIES

Management is responsible for the basic financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with Federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review a week prior to the report date.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to [include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with Uniform Guidance; (2) that you believe the Schedule of Expenditures of Federal Awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

OTHER SERVICES

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes of Rio Elementary School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and Schedule of Expenditures of Federal Awards and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any non-audit services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

AUDIT PROCEDURES - INTERNAL CONTROLS

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements Schedule of Expenditures of Federal Awards; federal award programs, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weakness. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable Federal statutes, regulations and the terms and conditions of Federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated Federal Clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew S. Park is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$30,000 for the year ended June 30, 2017, \$31,000 for the year ended June 2018, and \$32,000 for the year ended June 30, 2019, respectively, for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board; (2) any changes in the number of funds or accounts maintained by the District during the period under this contract; and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$ 200
School Services Consultant	200
Manager	160
Supervisor	130
Senior in Charge	120
Staff Accountant	95
Paraprofessional	80

In addition to such payment for personal services, Auditors shall be reimbursed for such travel as may be necessary, with mileage computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2014, accompanies this letter.

We appreciate the opportunity to be of service to Rio Elementary School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It may be anticipated that the non licensee owners will be performing limited audit services for the agency.

GOVERNING BOARD OF
RIO ELEMENTARY SCHOOL DISTRICT

VAVRINEK, TRINE, DAY & CO., LLP

By

By



District

Partner

Federal Identification Number: 95-6002550



May 23, 2016

Kristen Pifko
Assistant Superintendent, Business Services
Rio Elementary School District
2500 E. Vineyard Avenue, Suite 100
Oxnard, California 93036

Dear Kristen,

The attached quality control review report of Vavrinek, Trine, Day & Co., LLP for the year ended December 31, 2014, is being provided to you in accordance with *Government Auditing Standards*. A new report will be provided to you every three years during the period that we performed audit services for you.

Yours very truly,

A handwritten signature in black ink, appearing to read 'AS Park'.

Andrew S. Park
of VAVRINEK, TRINE, DAY & CO., LLP

ASP/sab

Attachment

YANARI WATSON MCGAUGHEY P.C.

DELL M. YANARI (1947-2004) • RAYDA S. WATSON • GLENCE MCGAUGHEY • JOHN W. GRIFFIN
FINANCIAL CONSULTANTS CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

May 22, 2015

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.

Yanari Watson McGaughey P.C.

Yanari Watson McGaughey P.C.

9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112-3647
(303) 792-3020
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web site: www.ywmcpa.com



CONTRACT FOR AUDITING - GENERAL OBLIGATION BOND

We are pleased to confirm our understanding of the services we are to provide Rio Elementary School District. We will perform the required annual financial audit of the proceeds from the sale of the bonds and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the years ending June 30, 2017, June 30, 2018, and June 30, 2019, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building Fund (Measure G) of Rio Elementary School District as of June 30, 2017, 2018, and 2019, for the years then ended. The financial statements will present only the Building Fund (Measure G) and will not purport to, and will not be intended to present fairly the financial position and results of operations of the Rio Elementary School District in conformity with accounting principles generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building Fund (Measure G) financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Rio Elementary School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies, and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Rio Elementary School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the Building Fund (Measure G) financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the Rio Elementary School District, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors are limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Rio Elementary School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Performance Audit

The purpose of the Performance Audit is to meet the Proposition 39 requirement for the Measure G Bond proceeds to ensure compliance with Section 1 of Article 13A of the California Constitution. This includes that the Proposition 39 Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters and no Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Our procedures for the Performance Audit will be as follows:

- Procure a detail of the accounting for the expenditures of the Measure G bond.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other expense that would otherwise be the obligation of the General Fund.
- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language. We will select all materially significant expenditures and at least 30 percent of the total expenditures for the year. Expenditures from all projects will be included in the sample.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to third parties for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, the California State Controller, or during any pending board investigation, disciplinary action, or legal action involving the licensee or the licensee's firm.

Andrew S. Park is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the Financial Audit and Performance Audit services will be \$8,000 for the ending June 30, 2017, June 30, 2018, and June 30, 2019, respectively. In addition to such payments for personal services, auditors will be reimbursed for such travel as may be necessary, with mileage computed at the approved Internal Revenue Service rate per mile. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Rio Elementary School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return to us in the enclosed envelope, and keep the copy for your records.

Very truly yours,



Andrew S. Park
of Vavrinek, Trine, Day & Co., LLP

ASP/sab

RESPONSE:

This letter correctly sets forth the understanding of Rio Elementary School District.

By: _____

Title: _____

Date: _____

YANARI WATSON MCGAUGHEY P.C.

DEPT. AL. Y. 2011-2012 OF RANDY S. WATSON & G. J. ANCE MCGAUGHEY & OON W. GAUGHEY
FINANCIAL CONSULTANTS CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

May 22, 2015

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.

Yanari Watson McGaughey P.C.

Yanari Watson McGaughey P.C.

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GREENWOOD VILLAGE, COLORADO 80112-3647
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web site: www.ywmcpa.com

10.28



- Agenda Item:** **10.28. Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System**
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** Rio School District is one of the school districts in the Ventura County that uses the ESCAPE financial and payroll/personnel software system. It is a benefit to the district's internal controls to be a part of the county financial system.
- The Ventura County Office of Education hosts the software, provides training and updates, and offers support to local school district staff that use the software. Rio has been using ESCAPE software for over a decade and staff continues to believe that it provides a great value in accomplishing accounting, payroll, benefits, and personnel functions.
- Financial Impact:** Financial Impact: Approximately \$52,000 per year
- Funding Source: General Fund
- Recommended Motion:** Approve the 2016.2017 Annual Agreement with the Ventura County Office of Education's ESCAPE software system.
- Attachments:**
Escape Contract



Technology Services:
Stephen K. Carr, Chief Technology Officer
scan@vcoe.or
5189 Verdugo Way, Camarillo, CA 9301
805-383-1966 • FAX: 805-383-199

VENTURA COUNTY OFFICE OF EDUCATION
Stanley C. Mantooth, County Superintendent of Schools

DATE: May 11, 2016

TO: Chief Business Official
Rio Elementary School District

FROM: Stephen K. Carr, Chief Technology Officer
Technology Services

SUBJECT: **2016-2017 Contracts for ESCAPE Financial & Payroll/Personnel**

Attached are the 2016-2017 annual agreements for the Escape Financial & Payroll/Personnel System provided by the Ventura County Office of Education.

Please sign and return both copies of the contracts to Rachel Lopez at your earliest convenience. An executed copy of the contracts will be returned to you for your files. Our Business Office would prefer to have a Purchase Order attached if possible and should be sent to Rachel Lopez attention at Technology Services.

If you have any questions regarding these contracts or the charges, please feel free to contact me at (805) 383-1966 or you can reach Rachel at (805)383-1978.

Attachments

SKC: rl



AGREEMENT FOR ESCAPE FINANCIAL & PAYROLL/PERSONNEL SYSTEM

This agreement is made between the Rio Elementary School District of Ventura County, hereinafter referred to as "District," and the Ventura County Office of Education, hereinafter referred to as "VCOE."

It is Hereby Agreed between the Parties as Follows:

1. Time Period

VCOE agrees to furnish the District services in processing and reporting for the fiscal year July 1, 2016 through June 30, 2017 and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

2. Services Provided

VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System.

3. Exclusions

Software support does not include:

- A. Programming required because of changes in computer equipment or configuration.
- B. Problems resulting from equipment failure.
- C. Unauthorized alterations to the programs.

4. Charges

Charges will be determined by multiplying the District's prior year P-2 ADA as of June 1 of the prior fiscal year by an ADA factor from the following table.

P-2 ADA	Per ADA Factor
0-999	\$42.16
1000-4999	\$11.80
5000-9999	\$9.32
10000-19999	\$8.61
20000+	\$7.82

All reports printed at VCOE will be charged at \$.0800 per page.

5. Payment Schedule

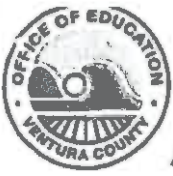
The District agrees that the ADA based fees shall be paid in a single installment to be billed in December.

Approved this 16 day of May, 2016.

Kest P.
School District Authorized Representative

Approved this _____ day of _____, 20_____.

VCOE Authorized Representative



AGREEMENT FOR ESCAPE FINANCIAL & PAYROLL/PERSONNEL SYSTEM

This agreement is made between the Rio Elementary School District of Ventura County, hereinafter referred to as "District," and the Ventura County Office of Education, hereinafter referred to as "VCOE."

It is Hereby Agreed between the Parties as Follows:

1. Time Period

VCOE agrees to furnish the District services in processing and reporting for the fiscal year July 1, 2016 through June 30, 2017 and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

2. Services Provided

VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System.

3. Exclusions

Software support does not include:

- A. Programming required because of changes in computer equipment or configuration.
- B. Problems resulting from equipment failure.
- C. Unauthorized alterations to the programs.

4. Charges

Charges will be determined by multiplying the District's prior year P-2 ADA as of June 1 of the prior fiscal year by an ADA factor from the following table.

P-2 ADA	Per ADA Factor
0-999	\$42.16
1000-4999	\$11.80
5000-9999	\$9.32
10000-19999	\$8.61
20000+	\$7.82

All reports printed at VCOE will be charged at \$.0800 per page.

5. Payment Schedule

The District agrees that the ADA based fees shall be paid in a single installment to be billed in December.

Approved this 16 day of May, 2016.

Krist R

School District Authorized Representative

Approved this _____ day of _____, 20_____.

VCOE Authorized Representative

10.29



- Agenda Item:** **10.29. Approve estimate from Ike's Pump & Drilling, Inc. to Replace the Well Pump at Rio Real School.**
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** The pump at Rio Real Elementary School is the original pump that has failed. The well water feeds the irrigation system at Rio Real. The grass at Rio Real is dying due to lack of water.
- The district was only able to locate one vendor who was able to perform these services.
- Ike's Pump & Drilling, Inc. will install a new irrigation well pump and related controls and equipment.
- Financial Impact:** Financial Impact: \$18,989.00
- Funding Source: Restricted General Fund, Routine Restricted Maintenance
- Recommended Motion:** Staff recommends the approval of the estimate from Ike's Pump & Drilling, Inc. to replace the existing pump at Rio Real Elementary School.
- Attachments:**
Ike's Pump & Drilling, Inc.

May 10, 2016

Rio Elementary School District
2500 Vineyard Ave. Suite 100
Oxnard, CA 93036

The following is an estimate to Brush, bail well, video log & new pump for Rio Real School:
Labor:

1. Pull pump	\$ 780.00
2. Video log	1,250.00
3. Transport/inspect materials	440.00
4. Brush & bail well	2,280.00
5. Assemble pump & motor splice	440.00
6. Re-video log	1,250.00
7. install new pump, motor & cable	1,475.00
Materials:	
8. Grundfos 230S200-6 20hp 230v 3ph	\$ 8,225.00
9. 200' of #4 Cable	1,190.00
10. Consumables	593.00
11. Freight	300.00
Sales Tax 7.5%	766.00
Total Job Estimate:	\$18,989.00

Handwritten note in a cloud:
JAS
BAC
5/13/16
WELL PUMP REPORT
e Rio Real

Terms: 50% Down payment of \$9,494.50 due now & balance due upon completion.
Note: After brushing & bailing well 2nd video log will be done to inspect integrity of casing.

Respectfully,

Reviewed & Approved

Jon A. Sauers

Date

Customer Acceptance Signature

Dated

10.30



Agenda Item: **10.30. 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.**

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Project 15-0053G-2 has been completed by Color New Co. Color New Co. was contracted to repair and paint the exterior of 5 portable classrooms at Rio Del Valle Middle School. All contract installation requirements have been satisfied by Color New Co.

Financial Impact: Financial Impact: None

Funding Source: N/A

Recommended Motion: Staff recommends the approval of the Notice of Completion for Color New Co. for the painting and repairs at Rio Del Valle Middle School.

Attachments:
NOC for Color New
Resolution for Color New

Balfour Beatty Construction

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, CA 93036
Attn: Kristen Pifko, Assistant Superintendent Business Services

May 9, 2016

Subject: Measure "G" Bond CUPCCAA Project (Exterior Repairs & Painting at Rio Del Valle Middle School) Rio School District Oxnard, CA

Re: **Project 15-0053G-2 Exterior Repairs and Painting at Rio Del Valle Middle School.**
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD **Project 15-0053G-2 Exterior Repairs and Painting at Rio Del Valle Middle School**. All contract installation requirements have been satisfied by Color New Co. The final contract amount is as follows;

Color New Co. Base Agreement	\$ 117,700.00
Change Orders: #1 (Repaint 5 Portable Classrooms)	\$ 3,400.00
FINAL Cost	\$ 121,100.00

Should you have any questions, please contact me at any time.

Respectfully,



Keith Henderson
Senior Project Manager
Balfour Beatty Construction, Inc

cc. Kristen Pifko, RSD
Dennis Kuykendall, Balfour Beatty Construction
Sophia Limon, Balfour Beatty Construction
File

RIO SCHOOL DISTRICT
RESOLUTION NO. 1516-32

**NOTICE OF COMPLETION FOR COLOR NEW CO.
FOR EXTERIOR REPAIRS AND PAINTING AT RIO DEL VALLE MIDDLE SCHOOL**

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the repair and painting at Rio Del Valle Middle School by Color New, Project 15-0053G-2; and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, *et seq.*; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 15, 2015, the District awarded the bid to Color New Co. (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on Project 15-0053G-2; and

WHEREAS, on January 19, 2016, the project construction manager for the Project confirmed that the work at Rio Del Valle Middle School for the exterior painting and repairs has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project 15-0053G-2.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ___, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

10.31



Agenda Item: **10.31. School Specialty has submitted a quote for trash receptacles and site furnishings at Rio Rosales Elementary School.**

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: In the Master Plan, there is an item identified for Rio Rosales, Outdoor Furniture with a budget of \$93,750.

School Specialty has submitted a bid for site furnishings that include 6 round tables and concave seats, umbrellas and covers, waste receptacle and benches for the Rio Rosales Elementary School site.

Financial Impact: Financial Impact: \$22,865.02

Funding Source: Measure G

Recommended Motion: Staff recommends the approval of the bid from School Specialty for site furnishings at Rio Rosales Elementary School.

Attachments:
Rio Rosales Quote

QUOTE

Quote Number : 7780834164 (Ver. 1)
Effective Date : 24-MAY-2016
Expiration Date : 22-AUG-2016
Account Manager : QUINTAL, SEAN
Phone : 805-312-0422
Email : sean.quintal@schoolspecialty.com
Customer No. : 236550
Ship To : RIO ROSALES ELEMENTARY SCHOOL
1001 KOHALA ST
OXNARD CA 93030-7305
Ship To Attn :
Bill To : RIO ELEMENTARY SCHOOL DISTRICT
2500 E VINEYARD AVE,STE 200
OXNARD CA 93036-1376

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

Notes: TCPN #R141608 - Pricing includes Prevailing Wage Installation

Qty	Ordered Item Number	SSI Item Number	Description	Net Price	Ext Price
6		1136381	SPECIFY - TABLE - 46" ROUND - 4 ATTACHED CONCAVE SEATS - WEB STYLE - PORTABLE OR SURFACE MOUNT	1056.01	6336.06
Notes: Burgundy top & seats with Black frames					
12		1136351	SPECIFY - COVER - LARGE SURFACE MOUNT FOR 2 7/8" TUBING - SET OF 2	46.68	560.16
Notes: BLACK					
6	7GCRA-??	1542472	UMBRELLA 7 FT ALUMINUM CRANK POST WITH FIBERGLASS RIB SUPPORT CRANK POST ONLY SPECIFY COLOR <u>BURGUNDY</u>	197.86	1187.16
6		078912	WASTE RECEPTACLE 32 GAL ULTRA PLAY THERMOPLASTIC COLORS BURGUNDY (BRY) - ULTRA PLAY SYSTEMS	334.36	2006.16
6		078914	RECEPTACLE LINER 32 GALLON	58.04	348.24
6		1137070	RECEPTACLE DOME TOP LID FOR 32 GALLON RECEPTACLE	140.76	844.56
12		1544594	BENCH 6 FT 3 SLAT SURFACE MOUNT	524.49	6293.88
18		1544590	PARTS COVER PLATES FOR BENCHES PAIR	41.21	741.78
1		INSTALL	INSTALLATION CHARGES	2845.00	2845.00

Sub Total : \$21163.00
Tax : \$1693.02
Shipping & Handling : \$0.00
Total : \$22856.02

SEE QUANTITIES AT RIO ROSALES
BBL
5/26/16

Reviewed & Approved

Date

10.32

SECTION 00210

BID FORM

(CUPCAA PROJECT)

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: Fence Factory
(Name of Bidder as listed on License)
1606 Los Angeles Ave
(Address)
Ventura CA 93004
(City, State, Zip Code)
8056423249 8056421374
(Telephone) (FAX)
George Fraker - Estimator, Steve Bennett - 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: School/Park Fencing Repair & Replacement at Rio Rosales Elementary School, RSD Project # 16-0055G-3 in accordance with the Contract Documents for the sum of:

"TOTAL" BASE Bid: School/Park Fencing Repair & Replacement at Rio Rosales Elementary School, RSD Project # 16-0055G-3

Thirty four thousand three hundred fifty dollars ^{no/100} Dollars (\$ 34,350)
(Amount in Words) (In Numbers)

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.

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

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 5-24-16 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), Acknowledgment of Bidding Practices Regarding Indemnity (00240)**. 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: 275524
Class A Expiration date 4/30/18 Class _____ Expiration date _____
Class C-13 Expiration date 4/30/18 Class _____ Expiration date _____

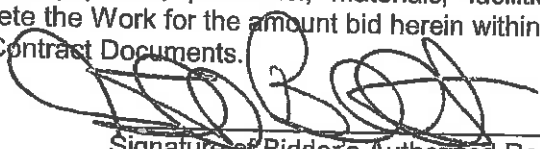
By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; 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)

Steve Bennett

Typed or Printed Name

President

Title

javendano@fencefactory.com

E-mail Address of Bidder's Authorized Representative

1000003937

Department Of Industrial Relations Registration Number

5/25/16

Date

END OF SECTION

10.33



Agenda Item: 10.33. Approval of the invoice from Shade Structures for the replacement of the fabric shades at Rio Del Mar Elementary School.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: The fabric on the shade structure at Rio Del Mar Elementary School is in need of replacing.

Financial Impact: Financial Impact: \$13,213.70

Funding Source: Measure G

Recommended Motion: Staff recommends the approval of the invoice from Shade Structures to replace the fabric on the shades at Rio Del Mar Elementary School.

Attachments:
Shade Structures Invoice



Remit To:
 P.O. Box 204691
 Dallas, TX 75320-4691
 417 354-2229

Invoice Number: USSHADES 7210

Page: 1

Date: 5/13/2016

Project Invoice

Tax ID: 46-3899811

Tax ID:
 RIOE001

Currency: USD US DOLLARS

B Rio Elementary School District
 I Accounts Payable
 L 2500 Vineyard Avenue
 L OXNARD CA 93036
 T USA
 O

S Doug Norvell
 H Rio Del Mar Elementary School
 I 3150 Thames River Dr.
 P OXNARD CA 93036
 T USA
 O

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
SI00057978						NET 60
Line/Rel	Qty Ordered	Qty Shipped	Qty Back Ordered	Unit Price	Extended Price	

I Milestone: 1
 Description:

Net: 13,213.70

PO# G16-00136

Project Invoice Summary:

Milestones On Current Invoice: 13,213.70
 Milestones Previously Invoiced: 0.00
 Project To Date M/S Invoiced: 13,213.70
 Less Retention: 0.00
 Total Eligible To Invoice: 13,213.70
 Less Previously Invoiced: 0.00
 Less Advance Payment: 0.00
 Net Invoice Amount: 13,213.70

Advance Payment Summary:

Advance Payment Amount: 0.00
 Less Accumulated Deduction: 0.00
 Remaining Advance Payment: 0.00

SHADE STRUCTURE
 FABRIC REPLACEMENT
 AT RIO DEL MAR
 KA
 BBC
 5/23/16

Reviewed & Approved

Date

10.34



Agenda Item: 10.34. School Specialty has submitted a Quote for installing trash cans and benches around the Rio Del Valle Middle School campus.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: A Measure G project, Install Outdoor Furniture Phase 1, has been identified in the Master Plan. This project has a total budget of \$78,750. To date, approximately \$50,000 has been expended on this project. This Outdoor Furniture Project and overall projects at Rio del Valle will be ongoing. Rio del Valle is our school site with the greatest identified need. The projects are being performed as they are ready.

In order to keep the upgraded areas clean and free from debris, additional trash receptacles are required. Because the benches in the remodeled area are so popular, additional benches will be added in the quad area.

School Specialty Furniture & Equipment Company has submitted their bid for the trash receptacles and benches to be installed around the campus at Rio Del Valle Middle School.

Financial Impact: Financial Impact: \$14,285.61

Funding Source: Measure G

Recommended Motion: Staff recommends the approval of the bid from School Specialty for the trash receptacles and benches that will be installed around the Rio Del Valle campus.

Attachments:
Bid from School Specialty

QUOTE

Quote Number : 7780852772 (Ver. 1)
 Effective Date : 26-MAY-2016
 Expiration Date : 24-AUG-2016
 Account Manager : QUINTAL, SEAN
 Phone : 805-312-0422
 Email : sean.quintal@schoolspecialty.com
 Customer No. : 236550
 Ship To : RIO DEL VALLE JR HIGH SCHOOL
 3100 N ROSE AVE
 OXNARD CA 93036-1807
 Ship To Attn :
 Bill To : RIO ELEMENTARY SCHOOL DISTRICT
 2500 E VINEYARD AVE, STE 200
 OXNARD CA 93036-1376

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

Notes: TCPN #R141608 - Pricing includes Prevailing Wage Installation

Qty	Ordered Item Number	SSI Item Number	Description	Net Price	Ext Price
8		078912	WASTE RECEPTACLE 32 GAL ULTRA PLAY THERMOPLASTIC COLORS BLACK (BLK)- ULTRA PLAY SYSTEMS	334.36	2674.88
8		078914	RECEPTACLE LINER 32 GALLON	58.04	464.32
8		1137070	RECEPTACLE DOME TOP LID FOR 32 GALLON RECEPTACLE	140.76	1126.08
12		1544594	BENCH 6 FT 3 SLAT SURFACE MOUNT	524.49	6293.88
18		1544590	PARTS COVER PLATES FOR BENCHES PAIR	41.21	741.78
1		INSTALL	INSTALLATION CHARGES	1988.00	1988.00
Sub Total :				\$13288.94	
Tax :				\$996.67	
Shipping & Handling :				\$0.00	
Total :				\$14285.61	

*SITE Furnishings
 AT RIO DEL VALLE
 BDL
 5/26/16*

 Date & Approved

 Date

10.35



Agenda Item: 10.35. Change Order for Quiel Signs for additional costs at Rio Plaza School.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: There was an unforeseen condition that occurred when the installation work was started at Rio Plaza School. The soil in the area of planned installation was loose and rocky. This condition caused an additional cost in order to complete the installation of the marquee sign at Rio Plaza.

Financial Impact: Financial Impact: \$4,812.00

Funding Source: Measure G

Recommended Motion: Staff recommends the additional cost for labor, equipment and material to modify the process to install the marquee sign at Rio Plaza School.

Attachments:
Change Order for Rio Plaza



272 South I Street, San Bernardino, CA 92410

909-885-4476 www.quielsigns.com

Proposal Number: TQ051116

Submitted to: Keith Henderson Balfour Beatty Construction 300 E. Esplanade, Suite 1120 Oxnard, CA 93036	Date: May 11, 2016
Attention: Keith Henderson	Job and Location: Rio Plaza School 600 Simon Way Oxnard, CA 93036
Phone: 805-983-1558	Print #:

SPECIFICATIONS AND ESTIMATES FOR: Change Order for PO#G16-00067

Additional cost due to loose rocky soil condition and unable to auger drill two (2) 30" Diameter by 111" deep holes. We will now have to attempt to use a narrow backhoe bucket to excavate one (1) footing 78" long x 30" wide x 111" deep. Including the required engineering revisions and DSA for change order.

Additional cost for labor, equipment and material: **\$4,812.00**

Labor and Materials to Manufacture and Install: **\$4,812.00**

Price quote good for 30 days from date of proposal. Any changes to the proposed project will require re-estimating. Corporate vendor licensing, building permit, DSA fees and labor to obtain are not included, and if required will be billed at a staff time and material rate. Any and all revisions will require review with possible price adjustments. Seller's position is Prime Contractor.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Four Thousand – Eight Hundred Twelve Dollars and 00/100.....

Terms: 50% down with order, with progressive payments and balance due upon completion or purchase order with similar terms.

Account Rep: X _____
Tammy Clark

Signature: X *[Handwritten Signature]*

Date: X 5/11/16

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. For value received I or We, the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by User of all monies due and payable under the foregoing Proposal.

[Handwritten note in a cloud shape:]
 TCC
 ABC
 5/11/16
 MARQUE STEW
 AT RIO PLAZA
 FOOTING C.O.P.

10.36



- Agenda Item:** 10.36. Quote from Belson Outdoors for Victorian Series Round Planters at Rio Rosales Elementary School.
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** As part of the remodel at Rio Rosales, the district would like to include outdoor planters. The planters will hold small trees and shrubs.
- In an additional agenda items, outdoor furnishings will also be installed according to district standards.
- Financial Impact:** Financial Impact: \$10,172.00
- Funding Source: Measure G
- Recommended Motion:** Staff recommends approval of the outdoor planters at Rio Rosales Elementary School as part of the New Site Furnishings Project.
- Attachments:**
Belson Quote

You have received this Quote per your request from Belson Outdoors (belson.com).
 If you are having trouble reading this email? [View it in your browser](#) or go to
<https://www.belson.com/Secure/Request.aspx?OrderID=176775&Key=3468.5195380958>

Quote #
WQ 176775

Here is the Quote as per your request. The 'Shipping' total has been applied.
 To place an order, simply click 'Submit Order Confirmation' below.
 Please print this page for your records.
 Customer Order Confirmation is required to process order.

111 North River Road
 North Aurora, IL. 60542
 sales@belson.com

Toll Free: 1-800-323-5664
 Phone: 1-630-897-8489
 Fax: 1-630-897-0573

QUOTE #
WQ 176775

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
VPR66	Victorian Series Round Planter, 66"Dia. x 19"H - Concrete Sand Tan LSB Finish	2,500	6	\$1,112.00	\$6,672.00
		Subtotal	15,000	Subtotal	\$6,672.00
				(Illinois Only) Tax	\$0.00
				Shipping	\$3,500.00
				Grand Total	\$10,172.00

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First Name* Jesus	First Name
Last Name* Muguerza	Last Name
Company Rio School District	Company Rio Rosales Elementary School
Address* 2500 Vineyard Avenue	Address* 1001 Kohala Street
Address	Address
City* Oxnard	City* Oxnard
State* CA	State* CA
Zip Code* 93036	Zip Code* 93036
Country USA	Country USA
Phone* 805.368.1326	Phone
Fax	Fax
Email jesusmuguerza@balfourbeatyus.com	Email

*OUTDOOR PLANTERS
 FOR RIO ROSALES
 ELEMENTARY SCHOOL AS
 A PART OF NEW SITE
 FURNISHINGS PROJECT
 FOR
 OBC
 5/20/16*

Additional Delivery Services

- Phone Call 24 Hours Prior to Delivery
- Delivery to Residential or Non-Commercial Truck Route Addresses

Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)

Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.

Does Not apply to UPS shipments

Special Instructions

rh-p

Payment Method — Not Required for Order/Quote Submission



Visa

MasterCard

American Express

Discover

Check with Order

On Account

Credit Card Number XXXX XXXX XXXX XXXX

PO#

Card Expiration Date XX / XX

Cardholders Name XXXXXXXXXXXXXXXXXXXXXXXX
(as it appears on the card)

Order Confirmation Method — Customer Confirmation is Required to Complete Order

Email Order Confirmation

Fax Order Confirmation

Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Phone



Your Outdoor Superstore®

1-800-323-5664

M-F 8:00am - 4:30pm CST

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Round Concrete Planters | Victorian Series



Security Planters for Indoor or Outdoor Use

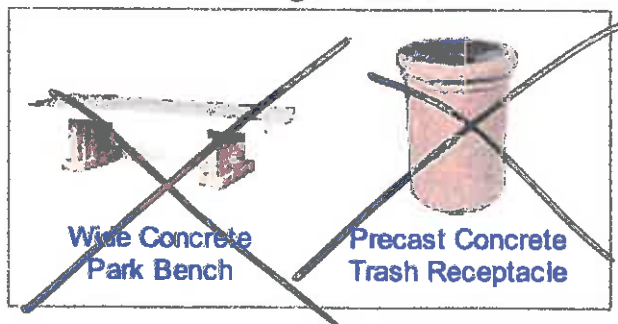
These victorian style planters surpass any industry standard for strength and durability. Ideal for planting large shrubs or small trees, concrete planters can support more weight than resin or plastic planters and can also serve as useful security barriers. Planters feature intricate square detailing around the entire base that will complement any environment with classic architectural elements.

Concrete planters are useful when needing to contain root systems of larger plants that may split less durable planters. Concrete planters can be safely placed outdoors to insulate plant roots or can be kept inside as decoration in malls or large lobbies. All planters come standard with drain holes for proper drainage. Available color options and finishes shown below.



Model VPR66
(Light Brown | LSB Finish)

Matching Products



Specifications

- 5,000 PSI Construction.
- **ASTM C33** | Standard for Aggregates
- **ASTM 615** | Standard for Rebar

LSB Finish Options



Etch Finish Options



Perma Stone Finish Options



Dura Brite Finish Options



▼ **Item Specific Details Available on Linked Model Numbers Below**



Tweet **G+**

Victorian Series Round Concrete Planters | 66" Dia. x 19"H

Qty

VPR66

Choose Color ▾

Choose Finish ▾

(2,500 lbs) \$1,112.00



VPR66-CUS1

Slate Stone

Etch Finish

(2,500 lbs) \$1,223.00



VPR66-CUS2

White

Choose Finish ▾

(2,500 lbs) \$1,334.00



(Prices F.O.B. Origin)

[Bulk Inquiry](#)

[Add to Cart](#)

Related Products



3' and 4'
Concrete Planters



Concrete Octagon
Picnic Tables



Pre-Cast Concrete
Pyramid Bollards



Square Concrete
Trash Receptacles

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111 North River Road | North Aurora, IL 60542 | (800) 323-5664 | Fax: (630) 897-0573 | sales@belson.com

10.37



Agenda Item: **10.37. Approval of proposal from KBZ Architects (Kruger Bensen Ziemer Architects, Inc.) for the installation of new ceilings at Rio Del Norte Elementary school.**

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: As part of the HVAC pilot project that was approved at the April 13, 2016 Board Meeting, Rio Del Norte requires a design change to the interior classroom ceilings to remove the high vaulted ceiling areas that retain heat and reduce cooling within the classrooms. The project consists of filling in 18 vaulted skylight ceiling wells in Buildings C, D, F, J and H. Each new classroom ceiling being installed will receive new LED lighting and controls that will replace the old fluorescent lighting, new HVAC duct work and wireless data conduit pathway and ceiling boxes.

This project will be a DSA project. The estimated cost of the ceiling project is \$100,000.

Approval of the architect contract is the first step of the HVAC project for the classroom portion of the HVAC Pilot. Once plans are completed, the work will be bid to a contractor to complete.

Financial Impact: Financial Impact: \$34,000

Funding Source: Measure G

Recommended Motion: Staff recommends the approval of KBZ Architectures proposal for new ceilings and skylights at Rio Del Norte Elementary School.

Attachments:
KBZ Architecture Contract

19 May 2016

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

Re: Rio Del Norte Ceilings

Dear Ms. Pifko,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the New Ceilings at Rio Del Norte Elementary. This project will infill 18 existing skylight wells in Buildings C, D, F, J, and H with a new suspended panel ceiling system. We understand the existing skylight and finishes will be left in place, that the existing mechanical diffusers/ductwork will be extended into the new ceiling, and that new LED lighting and controls will replace the existing linear soffit lighting within the skylight well. Provisions will be made for future data/communication runs above the new ceilings. We will coordinate the ceiling work with the Pilot Air Conditioning Project, which our mechanical engineer is also a part of. The Mechanical engineer will also make a determination of the new "attic" space needs to be ventilated.

We also understand it is the District's desire to utilize the school's existing manual fire alarm system and not upgrade to a fully automatic system, which is how we will submit the project to DSA. We have discussed the possibility that the work may trigger a partial or full upgrade of the Fire Alarm system, services for which are not included in this proposal. The Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. **Construction Documents & DSA Permitting:**
 - Final investigations on site for confirmation of proposed work vs. existing conditions.
 - Finalization of plans, details, specifications, and cut-sheets required for DSA submittal.
 - Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
 - (1) Review meeting when the CD's are approximately 75% complete.
 - Coordination with cost estimator (CM or other District consultant).
 - Correction of drawings and specifications for DSA back-check appointment for approval.
2. **Bid/Negotiate:**
 - KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
 - KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
 - KBZ will answer pre-bid RFI's and issue Addenda as necessary.
 - KBZ will attend the bid opening and assist with bid tabulation as requested.
 - KBZ will assist the District with bid evaluations and recommendations for award.
3. **Construction Administration:**
 - KBZ will attend the pre-construction conference meeting.
 - KBZ attend the (3) regular job meetings during the construction period; should more be required, these may be charged as extra services based on the attached rate sheet.
 - KBZ will participate in a punch list walk at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.

Handwritten notes:
RIO DEL NORTE
CLASS ROOM CEILING
OK
BK
5/19/16

4. **Closeout:**

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

PROPOSED FIXED FEE: \$ 34,000.00, which includes a \$410 reimbursable allowance for printing & shipping.

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

Structural Engineer: Stork Wolfe Associates
Mechanical/Plumb. Engineer: AE Group
Electrical Engineer: Lucci & Associates

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

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

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

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

Very truly yours,



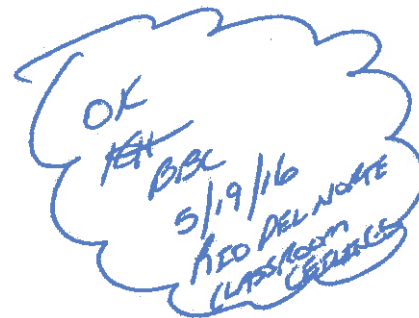
Todd A Jespersen AIA, LEED AP^{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date



Rio Del Norte Elementary School Ceilings

May 19, 2016

	Principal		Proj.Mgr.		CAD/Support		Structural Engineer	Mechanical Engineer	Electrical Engineer	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate				
Construction Document Phase										
Final On-Site Investigation/Confirm.		\$180	2	\$140		\$115	\$3,800	\$3,500	\$7,200	\$24,275.00
CD Plans/Coordination/DSA Corrections	4	\$180	8	\$140	16	\$115				\$280.00
(1) CD Review Meeting/Prep	2	\$180	2	\$140	2	\$115				\$3,680.00
DSA Submittal Package/Processing	2	\$180	8	\$140	4	\$115				\$590.00
DSA Backcheck/Approval	2	\$180	8	\$140	4	\$115				\$1,940.00
Coordination w Cost Estimator		\$180	2	\$140	1	\$115				\$1,940.00
Specifications/Project Manual	4	\$180		\$140	2	\$115				\$395.00
										\$950.00
Bid/Negotiate Phase										
(1) Bid Doc Review Meeting/Bid Planning	2	\$180		\$140	2	\$115		\$200		\$1,990.00
Pre-Bid Conference/Job Walk		\$180	2	\$140		\$115				\$590.00
RFI Responses/Addenda		\$180	2	\$140	4	\$115				\$280.00
Bid Opening/Tabulation/Evaluations	1	\$180		\$140		\$115				\$740.00
										\$180.00
Construction Administration Phase										
Pre-Construction Meetings	2	\$180		\$140		\$115		\$500		\$5,815.00
Construction Meetings (3)/Prep		\$180	6	\$140		\$115				\$360.00
Resolution of Construction Issues	2	\$180	4	\$140	4	\$115				\$840.00
RFI's / Submittals		\$180	4	\$140		\$115				\$1,380.00
DSA Forms / Processing	2	\$180		\$140	8	\$115				\$560.00
Punch List (1 walk)		\$180	2	\$140	1	\$115				\$1,280.00
										\$395.00
Closeout Phase										
Punch List Completion Confirmation (1)	2	\$180		\$140		\$115				\$1,510.00
Close-Out Doc review / Final DSA	2	\$180	4	\$140	2	\$115				\$360.00
Total Fees:	27		52		50	\$17,890	\$3,800	\$4,000	\$7,900	\$33,590.00
Reimbursable Allowance:										\$410.00

Total Proposed Fee: \$34,000.00

10.38



Agenda Item: **10.38. Approval of Contract with Julie Avnit, Facilities Bond Consultant, for Bond Financial Services**

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: When the Measure G bond was approved by voters, the district determined that assistance was needed in tracking and reporting bond construction projections and actual costs. The district's financial system, Escape, is not able to track expenses across fiscal years. This type of tracking is needed in order to meet various reporting requirements to stakeholders. This work is in support of the Citizen's Oversight Committee and State Reporting requirements.

Financial Impact: Financial Impact: \$72,450.00 over two years

Funding Source: Measure G

Recommended Motion: Staff recommends approval of the contract with Julie Avnit as Facilities Bond Consultant.

Attachments:
Avnit Contract



Julie Avnit, Facilities Bond Consultant
7555 Whitehurst Road
Gilroy, CA 95020
408-706-0222
julie@spectrumms.com

**Proposal
for
Continuing Bond Consulting Services**

Description

By request of the Assistant Superintendent of Rio School District (RSD), Julie Avnit, Facilities Consultant is pleased to submit this proposal to the District for bond construction program planning services as described below, to include:

- Development and implementation of overall program cash flow projections and project cost tracking, including:
 - Developing cash flow projections, utilizing project priorities and budgets from master plan lists provided by others
 - Participation in developing project priorities as related to effects on cash flow
 - Aiding District staff on appropriate account coding matters
 - Reviewing budget data with District staff for optimum use of available funds
 - Evaluating project development against established project budgets
 - Monitoring scheduled, anticipated, and possible funding sources for availability and application toward planned projects
 - Meetings with District staff to review data
 - State expenditure reports, where applicable
- Preparation and presentation of COC reports, including:
 - Determination and development of report format
 - Updates to data in reports for each COC meeting

Supplemental services may be provided by SMS as requested by the District and would be considered as additions to the services as identified herein.

Term

The proposed term of this agreement shall be for the period from acceptance through June 30, 2017.

Fees

The proposed fee for providing the services indicated above is \$60,000.

Supplemental services, if requested, may result in proposed additional fee determined by specific scope and time required to complete.

The hourly rate associated with the proposed fee is \$140/hr, all inclusive as noted below.

Please note: SMS' standard billing policy states that our fees include all reimbursables and related costs (i.e., travel, office supplies, meals, etc.) for completing the work.



Julie Avnit, Facilities Bond Consultant

7555 Whitehurst Road
Gilroy, CA 95020
408-706-0222
julie@spectrumms.com

This proposal is submitted this day, May 19, 2016 and is considered valid for forty-five (45) days from this date.

Julie Avnit

Signature

May 19, 2016

Date

10.39



- Agenda Item:** 10.39. 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.
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** In the Master Plan, an item Outdoor Learning Spaces is identified with a budget of \$187,500. As part of improving outdoor learning spaces, the teachers at Rio Rosales, have requested repair and replacement of existing drinking fountains on campus.
- As part of the CUPCAA process, Precision Plumbing - Mechanical has submitted its bid for Project #16-0055G-1 for the drinking fountain repair and replacement at Rio Rosales Elementary School. Precision Plumbing-Mechanical was the lowest bidder for the project.
- Financial Impact:** Financial Impact: \$72,982.00
- Funding Source: Measure G
- Recommended Motion:** Staff recommends the bid from Precision Plumbing-Mechanical be awarded for the repair and replacement of drinking fountains at Rio Rosales.
- Attachments:**
Precision Plumbing bid

SECTION 00210

BID FORM

(CUPCCAA PROJECT)

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: John S. Bascom Inc. dba Precision Plumbing-Mechanical
(Name of Bidder as listed on License)
5350 Gabbert Rd.
(Address)
Moorpark, CA 93021
(City, State, Zip Code)
(805) 529-4748 (805) 529-5433
(Telephone) *(FAX)*
Daniel Bascom Estimator/Project Manager
(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: Drinking Fountain Repair & Replacement at Rio Rosales Elementary School, RSD Project # 16-0055G-1 in accordance with the Contract Documents for the sum of:

"TOTAL" BASE Bid: Drinking Fountain Repair & Replacement at Rio Rosales Elementary School, RSD Project # 16-0055G-1

Seventy Two Thousand Nine Hundred Eighty Two & NO/100 Dollars (\$72,982.00)
(Amount in Words) *(In Numbers)*

The undersigned bidder agrees to achieve Final Completion of the Work within the

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.

Contract Time set forth in the Contract Documents.

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 5-19-16 through No. N/A, dated N/A, 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), Acknowledgment of Bidding Practices Regarding Indemnity (00240), 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: 533836
 Class C36 Expiration date 6-30-18 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)

Daniel Bascom

Typed or Printed Name

Estimator/Project Manager

Title

daniel@ppmemail.com

E-mail Address of Bidder's Authorized Representative

#1000004502

Department Of Industrial Relations Registration Number

5-26-16

Date

END OF SECTION

10.40



Agenda Item: 10.40. 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.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: The Master Plan has identified a project at Rio Vista Middle School, Install Outdoor Furniture/ Drinking Fountains with a budget of \$218,750.

The outdoor furniture portion of this project was completed over winter break for a cost of \$135,267.

For the final phase of this project, Rio Vista Middle School is in need of the repair and installation of five new drinking fountains and hydration stations.

As part of the CUPCAA bidding process, MM Mechanical Inc. submitted their bid for this project and was awarded the bid based on the lowest responsive bidder.

Financial Impact: Financial Impact: \$60,987.00

Funding Source: Measure G

Recommended Motion: Staff recommends that the bid from MM Mechanical Inc. be awarded and approved for the installation and repair of drinking fountains and hydration stations at Rio Vista Middle School.

Attachments:
MM Mechanical Bid



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

May 24, 2016 via E-Mail and Facsimile Transmission
steven@mmmechanical.net / (805) 745-1116

MM Mechanical, Inc.
Steven Vior (General Foreman)
1027 Cindy Lane
Carpenteria, CA 93013

Confirmation via U.S. Postal Service

SUBJECT: Project #16-0057G-1 Drinking Fountain Repair and Replacement at Rio Vista Middle School, Oxnard, CA

Dear Bidder:

On May 20, 2016, the Rio School District ("District") received bid responses for Bid 16-0057G-1 Drinking Fountain Repair and Replacement at Rio Vista Middle School, Oxnard, CA as indicated below:

<u>Contractor</u>	<u>Total Base Bid</u>
MM Mechanical Inc.	\$ 60,987.00
Precision Plumbing-Mechanical	\$ 75,635.00

Pursuant to Instructions to Bidders Article 31, the District intends to award the subject bid to the lowest responsive bidder, MM Mechanical, 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



Agenda Item: **12. Adjournment**

Attachments:

