



**SCHOOL**  

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**DISTRICT**

**EDUCATING LEARNERS FOR THE 21ST CENTURY**

**REGULAR BOARD MEETING**

**June 21, 2017**

**Office of Student and Family Services  
3300 Cortez Street  
Oxnard, CA 93036**

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

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



2.0





**Wednesday, June 21, 2017**  
**RSD Regular Board Meeting**

**Office of Student and Family Services**  
**3300 Cortez Street**  
**Oxnard, CA 93036**

**1. Open Session 5:00 p.m.**

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1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

**2. Approval of the Agenda**

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2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

**3. Public Comment-Closed Session**

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

**4. Closed Session**

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4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Expulsion of Student No. 5064496 and Stipulated Expulsion of Student No. 6007177

4.2 4.1. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: District office, 2500 E. Vineyard Avenue, Oxnard CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Caleb Roope, Pacific West Builders, Inc., an Idaho corporation Under negotiation: price and terms of payment

4.3 4.2. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Caleb Roope, Pacific West Builders, Inc., an Idaho corporation Under negotiation: price and terms of payment

4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2016/2017, 2017/2018 and Superintendent Evaluation

**5. Reconvene Open Session 6:00 p.m.**

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5.1 Report of Closed Session

**6. Presentations/Recognitions**

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6.1 Recognition of Project Experience

**7. Communications**

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7.1 Acknowledgement of Correspondence to the Board

## 7.2 Board Member Reports

## 7.3 Organizational Reports-RTA/CSEA/Other

## 7.4 Superintendent Report

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

## 8. Discussion/Action

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8.1 Approval of Resolution No. 1617/33, Declaring the District's Intention to Sell Certain Surplus Property, Commonly Known as the District Office, to Pacific West Builders, Inc. or Its Assignee

8.2 Approval of Resolution No. 1617/34, Authorizing the District to Execute a Lease with Pacific West Builders, Inc., or Its Assignee, for the District Office, Subject to Certain Conditions.

8.3 Approval of Resolution No. 1617/35, Approving Amendment to the Purchase and Sale Agreement between the District and Pacific West Builders, Inc., or Its Assignee, for the Surplus Property Commonly Known as the El Rio School Site.

8.4 Consideration of the HVAC Optimization Summary for Rio Del Mar and Rio Vista

8.5 Award of Bid No. 17-CNS-001 Food and Grocery Products

8.6 Approval of Local Control Accountability Plan (LCAP)

8.7 Approval of the Budget Adoption 2017/2018

## 9. Consent

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9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Regular Board Meeting of June 7, 2017

9.3 Approval of Donation Report

9.4 Approval of the Personnel Report

9.5 Ratification of the Commercial Warrant

9.6 Approval for RSD Staff to Attend the EdLeader 21 4cs Leadership Academy in Phoenix, AZ July 24-26, 2017

9.7 Approval for RSD Staff to Attend EdLeader21 Annual Conference in Atlanta, GA Oct. 2-5, 2017

9.8 Approval of Contract with Lawrence Interactive Media (Info/Action) Supt Puglisi

9.9 Approval of the 2017/2018 Bell Schedules

9.10 Approval of the Education Protection Account Spending (EPA) Plan 2017/2018

9.11 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo

9.12 Approval of Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects.

9.13 Approval of Standard Agreement for Food Service by RSD and Child Development Resources of Ventura County.

9.14 Approval of 2017-18 Memorandum of Understanding between Rio School District, and the Migrant Education Program, Ventura County Office of Education, Region 17

9.15 Approval of Accelerated Learning Science Licenses Quote for all K-8 grade students

9.16 Approval of the Parent English Learner Advisory Committee (PELAC) Minutes FY 1617

9.17 Approval of the Hearing Conservation and Audiological Services Agreement FY 1718

9.18 Approval of the Child Development Resources Inc. (CDR) Contract Renewal FY 2017-18

9.19 Approval of the Contract Renewal with Child Development Inc. (CDI) FY 2017-18

9.20 Approval of Renaissance Learning Subscription Contract Renewal FY 1718

9.21 Approval of Math Learning Center Bridges Math Contract

9.22 Approval of Contract Renewal with 360 Degree for Speech Pathologist Services FY 1718

9.23 Approval of Resolution No. 1617/32. The Board of Trustees of the Rio Elementary School District Acting as the Legislative Body of Community Facilities District No. 1 of the levy of special taxes within Community Facilities District No. 1 for Fiscal Year 2017-2018.

9.24 Consideration of the Quote from School Specialty for Outdoor Classroom Furniture at Rio Plaza

9.25 Approval of the Notice of Award to Hughes General Engineering for outdoor classrooms at Rio Plaza

9.26 Notice of Award to Apex General Contractors for the Remodeling of 3 Offices at Rio Plaza Elementary School.

## **10. Organizational Business**

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10.1 Future Items for Discussion

10.2 Future Meeting Dates: Special Board Meeting July 17, 2017

## **11. Adjournment**

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11.1 Adjournment











**Agenda Item Details**

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**Meeting** Jun 21, 2017 - RSD Regular Board Meeting

**Category** 4. Closed Session

**Subject** 4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Expulsion of Student No. 5064496 and Stipulated Expulsion of Student No. 6007177

**Access** Public

**Type**

**Public Content**

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**Administrative Content**

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**Executive Content**

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4.2



**Agenda Item Details**

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**Meeting** Jun 21, 2017 - RSD Regular Board Meeting

**Category** 4. Closed Session

**Subject** 4.2 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8  
Property: District office, 2500 E. Vineyard Avenue, Oxnard CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District  
Negotiating parties: Caleb Roope, Pacific West Builders, Inc., an Idaho corporation Under negotiation: price and terms of payment

**Access** Public

**Type** Discussion

**Public Content**

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**Speaker:**

**Rationale:**

**Administrative Content**

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**Executive Content**

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**Agenda Item Details**

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**Meeting** Jun 21, 2017 - RSD Regular Board Meeting

**Category** 4. Closed Session

**Subject** 4.3 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8  
Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators:  
Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District  
Negotiating parties: Caleb Roope, Pacific West Builders, Inc., an Idaho corporation Under  
negotiation: price and terms of payment

**Access** Public

**Type**

**Public Content**

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**Speaker:**

**Rationale:**

**Administrative Content**

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**Executive Content**

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4.4





**Agenda Item Details**

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**Meeting** Jun 21, 2017 - RSD Regular Board Meeting  
**Category** 4. Closed Session  
**Subject** 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2016/2017, 2017/2018 and Superintendent Evaluation  
**Access** Public  
**Type** Discussion

**Public Content**

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**Speaker:**

**Rationale:**

**Administrative Content**

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**Executive Content**

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7.4





### **Agenda Item Details**

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

### **Public Content**

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Speaker: Superintendent Puglisi

#### **Rationale:**

Superintendent Puglisi will update the Governing Board on the following:

- STEAM School Update

### **Administrative Content**

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### **Executive Content**

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**8.1**





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.1 Approval of Resolution No. 1617/33, Declaring the District's Intention to Sell Certain Surplus Property, Commonly Known as the District Office, to Pacific West Builders, Inc. or Its Assignee
Access	Public
Type	Action, Discussion
Recommended Action	It is recommended that the Board approve the attached resolution, which approves a purchase and sale agreement between the District and Pacific West, or its assignee, for the District's disposition of the District Office.

### Public Content

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Speaker:

Rationale:

On June 11, June 30, and August 29, 2013, the District's Surplus Property Advisory Committee (the "Committee") evaluated whether to declare the District Office, located at 2500 E. Vineyard Avenue, Oxnard, California 93036, surplus property. The Committee recommended that the District Office be declared surplus property, and that the District utilize proceeds from the disposition of the District Office to remodel or construct another facility. On October 16, 2013, the District's Board of Trustees ("Board") adopted Resolution No. 1314/03, which approved the Committee's recommendations.

On November 4, 2013, pursuant to Resolution No. 1314/04, the Board declared its intention to sell, lease or exchange the District Office to interested charter schools, certain public agencies and qualifying nonprofit and charitable corporations (the "Public Sector"). There were no "interested charter schools" at that time. In accordance with applicable law, the District notified the Public Sector of the District's intent to dispose of the District Office. The District did not receive any letters of interest or intent from the Public Sector. Resolution No. 1314/04 also authorized District staff to offer the District Office to private entities and individuals (the "Private Sector") in the event that the District was unable to consummate a sale, lease or exchange transaction with any Public Sector entity within the timeframe required by law, but the District elected not to immediately offer the District Office to the Private Sector.

At a regularly-held meeting on March 15, 2017, the Board adopted Resolution No. 1617/22, which reaffirmed the District's intention to dispose of the District Office by sale, lease or exchange, subject to certain conditions. The District elected to provide concurrent noticing of this decision to the Public Sector and the Private Sector. Subsequently, the District notified the Public Sector and the Private Sector of the District's intent to dispose of the District Office. The District did not receive any notices of intent or interest from the Public Sector within the timeframe required by law. However, in accordance with that certain Request for Proposals for the solicitation of Private Sector bids for the District Office (the "RFP"), the District accepted written bids from the Private Sector up to 4:00 p.m. on June 7, 2017. The District received one timely written bid.

At a regularly-held meeting on June 7, 2017, the Board opened, examined, and declared the one timely written bid for the District Office. The bid was from Pacific West Communities, Inc. ("Pacific West"). The bid was in conformance with the RFP, and included the mandatory \$20,000.00 initial deposit. Pacific West offered to purchase the District Office for \$7,000,000.00, (a) payable in full at closing or (b) \$3,500,000.00 payable at

closing with the remaining \$3,500,000.00 payable within 90 days at 6% interest evidenced by a promissory note and secured by a deed of trust. The \$7,000,000.00 purchase price is above the minimum bid price of \$6,300,000.00 set forth in the RFP. Furthermore, Pacific West offered to leaseback the District Office to the District in order to permit the District sufficient time to build or otherwise acquire new offices with the rental rate per square foot in conformance with the rental rate per square foot of the existing tenant on the property. Finally, Pacific West requested a closing by June 30, 2017 in order to meet an Internal Revenue Code Section 1031 exchange deadline.

After declaring the Pacific West bid, the Board called for oral bids in accordance with in accordance with the RFP and applicable law. (Ed. Code §§ 17472, 17473.) There were no oral bids. The Board awarded the bid to Pacific West, and directed staff and consultants to prepare a purchase agreement and leaseback agreement for review and consideration at the June 21, 2017 meeting. Pacific West has indicated that it would like to assign the agreement to an entity in which Pacific West, or a wholly-owned affiliate of Pacific West, is the managing member (with the potential entity name to be 2500 E. Vineyard Avenue LLC, an Idaho limited liability company). In the event of any assignment, Pacific West would not be relieved of its obligations to the District.

District administration and consultants recommend proceeding with the disposition of the District Office to Pacific West, or its assignee, for several reasons. First, it is in the District's best interest to relocate its District Office to a more affordable facility in a more desirable location, with the appropriate amount of space for staff, increased parking, and equal or greater accessibility to the community. Second, the purchase price is above the minimum bid price set forth in the RFP. (See below Fiscal Analysis.) Third, Pacific West has offered to lease the District Office back to the District in order to permit the District sufficient time to relocate its administrative offices.

The District Office has been appraised at a value of \$6,300,000.00 for purchase or exchange. This value represents the minimum price for the District Office. Pacific West has offered \$7,000,000.00 for the District Office, which is \$700,000.00 above the minimum bid price. The proposed purchase agreement includes the following payment terms: \$4,050,000.00 due at closing, with the remaining \$2,250,000.00 due in 90 days at 6% interest evidenced by a promissory note and secured by a deed of trust. The District owes SunTrust Equipment Finance & Leasing Corporation a total of \$1,903,938.42 for the District Office, inclusive of the administrative building and equipment, which balance would be remitted through the escrow company at closing.

#### **Administrative Content**

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#### **Executive Content**

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**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 1617/33**

**DECLARING THE DISTRICT'S INTENTION TO SELL  
CERTAIN SURPLUS PROPERTY, COMMONLY  
KNOWN AS THE DISTRICT OFFICE,  
TO PACIFIC WEST BUILDERS, INC. OR ITS ASSIGNEE**

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**WHEREAS**, Rio School District (the "District") is the owner of that certain parcel of real property located at 2500 E. Vineyard Avenue, Oxnard California 93036, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Site"); and

**WHEREAS**, at its regularly-held meeting on October 16, 2013, the District's Board of Trustees (the "Board") passed and adopted Resolution No. 1314/03, by which resolution the Board declared the Site surplus property, in accordance with California Education Code ("Education Code") Sections 17390, *et seq.*; and

**WHEREAS**, as set forth in Resolution No. 1314/03, the District intends to use any proceeds from the disposition of the Site for the District's capital outlay needs or costs of maintenance, as mandated by Education Code Section 17462, or as otherwise permitted by law; and

**WHEREAS**, the Site is within the planning jurisdiction of the City of Oxnard (the "City"); and

**WHEREAS**, the provisions of the Naylor Act (Education Code Sections 17485, *et seq.*), which pertains to the proposed disposition of publicly owned parcels of real properties with playgrounds, playing fields and open space areas appropriate for recreation, is inapplicable to the Site; and

**WHEREAS**, at a regularly-held meeting of the Board on November 4, 2013, the Board passed and adopted Resolution No. 1314/04, by which resolution the Board declared its intention to notify interested charter schools, qualifying public agencies and certain nonprofit charitable and public benefit organizations (the "Public Sector") of the District's intent to sell or exchange the Site; and

**WHEREAS**, in compliance with Education Code Section 17464, Government Code Sections 54220, *et seq.*, and Resolution No. 79-14/15, the District notified the Public Sector of the District's intent to sell or exchange the Site; however, there were no "interested charter schools" and the District did not receive any response from such other Public Sector entities within the time required by law; and

**WHEREAS**, Resolution No. 1314/04 also authorized the District to offer the Site to private entities and individuals (the "Private Sector") in the event that the District was unable to consummate a sale, lease or exchange transaction with any Public Sector entity within the timeframe required by law, but the District elected not to immediately offer the District Office to the Private Sector; and

**WHEREAS**, at a regularly-held meeting on March 15, 2017, the Board adopted Resolution No. 1617/22, which reaffirmed the District's intention to dispose of the District Office by sale, lease or exchange, subject to certain conditions, and pursuant to such Resolution, the District elected to provide concurrent noticing of this decision to the Public Sector and the Private Sector; and

**WHEREAS**, the District subsequently notified the Public Sector and the Private Sector of the District's intent to dispose of the District Office in accordance with applicable law, but again, there were no "interested charter schools" and the District did not receive any notices of intent or interest from any other Public Sector entities within the timeframe required by law; and

**WHEREAS**, in March 2017, the District issued that certain Request for Proposals for the solicitation of Private Sector bids for the District Office (the "RFP"), which stated that the District would accept written sealed proposals ("Proposals") from the Private Sector up to 4:00 p.m. on June 7, 2017; and

**WHEREAS**, the District received one written sealed proposal ("Proposal") for the sale or exchange of the Site were received by the District by 4:00 p.m. on June 7, 2017; and

**WHEREAS**, at its regular meeting held at 5:00 p.m. on June 7, 2017, the Board opened, examined, and declared the one written sealed Proposal for the sale, lease or exchange of the Site as required by the RFP and Education Code Section 17472; and

**WHEREAS**, at its June 7, 2017 meeting, the Board found that the Proposal, which was submitted by Pacific West Communities, Inc. ("Pacific West"), was conforming as follows: the Proposal included the mandatory \$20,000.00 deposit; the Proposal offered a purchase price of \$7,000,000.00, which is above the minimum bid price of \$6,300,000.00 set forth in the RFP; and

**WHEREAS**, the Proposal also included a proposed closing date of June 30, 2017, and an offer to leaseback the Site to the District in order to permit the District sufficient time to build or otherwise acquire new offices with the rental rate per square foot in conformance with the rental rate per square foot of the existing tenant on the property; and

**WHEREAS**, the Board then called for oral bids in accordance with Education Code Section 17473, but no oral bids were made; and

**WHEREAS**, at the June 7, 2017 meeting, the Board accepted Pacific West's Proposal of \$7,000,000.00 as the highest conforming bid, in accordance with Education Code Section 17473; and

**WHEREAS**, the District and Pacific West have now concluded negotiations for the disposition of the Site on terms and conditions in accordance with the RFP, pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions (“Purchase and Sale Agreement”), which is attached hereto as Exhibit “B”; and

**WHEREAS**, the Purchase and Sale Agreement includes the purchase price of \$7,000,000.00, with \$4,050,000.00 due at closing, with closing to occur on or before June 30, 2017, and with the remaining \$2,250,000.00 due in 90 days at 6% interest evidenced by a promissory note and secured by a deed of trust;

**WHEREAS**, the District and Pacific West agree to enter into escrow for disposition of the Site upon full execution of the Purchase and Sale Agreement; and

**WHEREAS**, Pacific West has indicated that it may desire to assign the Purchase and Sale Agreement to an entity in which Pacific West, or a wholly-owned affiliate of Pacific West, is the managing member (with the potential entity name to be 2500 E. Vineyard Avenue LLC, an Idaho limited liability company), a term that the District would accept provided that Pacific West would not be relieved of its obligations to the District;

**NOW, THEREFORE**, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby declares its intention to sell the Site to Pacific West, or its assignee, for a purchase price of \$7,000,000.00 and on additional terms and conditions that comply with the RFP.
3. The Board hereby delegates authority to the Superintendent, or the Superintendent’s designee, to take such action as may be required to effectuate the purpose of this Resolution, including the execution of a Purchase and Sale Agreement with Pacific West, or its assignee, for the purchase of the Site.

**PASSED AND ADOPTED** by the Board of Trustees at a regular meeting held on the 21st day of June, 2017 by the following vote on roll call:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Joe Esquivel, President of the Board of Trustees

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Eleanor Torres, Clerk of the Board of Trustees

## EXHIBIT A

### LEGAL DESCRIPTION

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel 1:

Parcel A of Parcel Map 71-33, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas minerals, and other hydrocarbon substances lying below a depth shown below but with no right of Surface entry, as provided in deeds of records.

Depth: 500 feet

Parcel 2:

That portion of Parcel D, of Parcel Map 71-33, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel maps, in the Office of the County Recorder of said County, lying Southeasterly and Southerly of the Northeasterly prolongation of the Southeasterly line of Parcel B, as shown on said Parcel Map.

Except therefrom all oil, gas minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deeds of record.

Depth: 500 feet

Parcel 3:

A non-exclusive common use easement over a portion of Parcels B and D, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County, being a strip of land 13.00 feet wide, the Southeasterly line thereof being that certain course and prolongation thereof shown as North 31°14'52" East, 121.04 feet.

The sidelines of said strip of land to be prolonged or shortened to terminate in the Northeasterly line of said Parcel D and the Southwesterly line of said Parcel B.

Parcel 4:

A non-exclusive common use easement over a portion of Parcel B, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwesterly terminus of that certain course shown as North 58°45'08" West, 165.00 feet on said parcel maps; thence,

1st: North 31°14'52" East, 9.00 feet; thence,

2nd: South 58°45'08" East, 50.00 feet; thence,

3rd: South 31°14'52" West, 9.00 feet to a point in said certain course; thence along said course,

4th: North 58°45'08" West, 50.00 feet to the point of beginning.

Parcel 5:

That portion of Lot 90 of the Rancho Santa Clara del Norte, as shown on map recorded in Book 3 Page 26 of Miscellaneous Records (Maps), in the City of Oxnard, County of Ventura, State of California, in the Office of the County Recorder of said County, and that portion of Subdivision 91 of Rancho El Rio De Santa Clara O' La Colonia, as described as follows:

Commencing at the most Westerly corner of the land described in Director's Deed No. D-346.1 recorded January 28, 1973 in Book 4080 Page 715 of Official Records, in said office; thence along the Southwesterly line of said land South 57°49'25" East, 13.00 feet to the true point of beginning; thence,

1st: Southerly along a curve concave Easterly and having a radius of 30.00 feet, from a tangent which bears South 12°42'28" West, through an angle of 70°31'53", an arc distance of 36.93 feet; thence, tangent to said curve,

2nd: South 57°49'25" East, 100.63 feet to a tangent curve concave Southwesterly and having a radius of 235.00 feet; thence

3rd: Southeasterly along last said curve through an angle of 51°56'08" an arc distance of 213.02 feet; thence,

4th: North 84°06'43" East, 28.17 feet to that certain curve concave Southwesterly and having a radius of 250.00 feet described as Course No. 24 in Parcel 1 of the deed to the State of California (State Parcel 49766) recorded February 28, 1973 in Book 4080 Page 719 of Official Records, in said office; thence,

5th: Northwesterly along said certain curve through an angle of 51°01'20", an arc distance of 222.63 feet to the Southeasterly prolongation of said Southwesterly line; thence,

6th: Northwesterly along said Southeasterly prolongation and said Southwesterly line to said true point of beginning.

Assessor's Parcel No.: 145-0-231-075

**EXHIBIT B**

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**8.2**







### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Approval of Resolution No. 1617/34, Authorizing the District to Execute a Lease with Pacific West Builders, Inc., or Its Assignee, for the District Office, Subject to Certain Conditions.
Access	Public
Type	Action, Discussion
Recommended Action	It is recommended that the Board of Trustees ("Board") approve the attached resolution, which authorizes the District's administration to execute a leaseback agreement with Pacific West, or its assignee, in the event that Pacific West, or its assignee, successfully purchases the District Office.

### Public Content

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Speaker:

Rationale:

In accordance with certain surplus property law procedures set forth in the Education Code and the Government Code, the District is in the process of disposing of the District Office located at 2500 E. Vineyard Avenue, Oxnard, California 93036. Pursuant to the surplus property process, Pacific West Communities, Inc. ("Pacific West") submitted a written bid to purchase the District Office for \$7,000,000.00, with closing on or before June 30, 2017. The District still occupies the first floor of the District Office. Mission Produce, Inc. leases other space on the property.

The attached resolution authorizes District staff to execute a leaseback agreement with Pacific West for the District's lease of the District Office, subject to the following conditions. First, District administration would only be authorized to execute the leaseback agreement in the event that Pacific West successfully consummates its purchase of the District Office. Second, the leaseback agreement must contain substantially the same material terms and conditions as the leaseback agreement attached to the resolution and prepared by the District's brokers. The material leaseback terms include the following: the leased premises would include the first floor of the building, which comprise approximately 10,034 square feet of rentable space, 40 parking spaces and certain common areas; a 5-year lease term; a base rent of \$18,964.26 commencing July 1, 2017, with incremental increases on an annual basis; and certain insurance, common area, and public agency law provisions. Pacific West has indicated that it would like to assign the purchase agreement to an entity in which Pacific West, or a wholly-owned affiliate of Pacific West, is the managing member (with the potential entity name to be 2500 E. Vineyard Avenue LLC, an Idaho limited liability company). Any leaseback agreement would be between the District and Pacific West, or its appropriate assignee. In the event of any assignment, Pacific West would not be relieved of its obligations to the District.

Pacific West has offered to purchase the District Office for \$7,000,000.00, which is above the \$6,300,000.00 minimum bid price. However, Pacific West has requested that the purchase transaction close prior to June 30, 2017 in order to meet a Internal Revenue Section 1031 exchange deadline. If the purchase transaction closes on or before June 30, 2017, or any other time within the next several months, then the District would need to leaseback the property because the District still occupies the site.

### Fiscal Analysis

Under the proposed leaseback agreement, the rental rates will be as follows:

- \$18,964.26 commencing July 1, 2017,
- \$19,533.19 commencing July 1, 2018,
- \$20,119.18 commencing July 1, 2019,
- \$20,722.76 commencing July 1, 2020, and
- \$21,344.44 commencing July 1, 2021.

**Administrative Content**

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**Executive Content**

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**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 1617/34**

**AUTHORIZING THE DISTRICT TO EXECUTE A LEASE  
WITH PACIFIC WEST BUILDERS, INC., OR ITS ASSIGNEE,  
FOR THE DISTRICT OFFICE, SUBJECT TO CERTAIN CONDITIONS**

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**WHEREAS**, Rio School District (the "District") is the owner of that certain parcel of real property located at 2500 E. Vineyard Avenue, Oxnard California 93036, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Site"); and

**WHEREAS**, the District currently occupies the first floor of the Site, and leases certain other portions of the Site to a third party; and

**WHEREAS**, as set forth in Resolution No. 1617/33, pursuant to certain surplus property laws set forth in the Education Code and the Government Code, the District intends to dispose of the Site to Pacific West Builders, Inc. ("Pacific West"), or its assignee, for a purchase price of \$7,000,000.00 with an outside closing date of June 30, 2017; and

**WHEREAS**, as set forth in Resolution No. 1617/33, in the event that Pacific West successfully consummates the purchase of the Site, Pacific West has further offered to lease the Site back to the District for a period of up to 5 years in order to provide the District sufficient time to relocate its administrative offices; and

**WHEREAS**, the District and Pacific West have now concluded negotiations for the leaseback agreement (the "Lease"), for a term of up to 5 years at a rental rate of 18,964.26 commencing July 1, 2017, \$19,533.19 commencing July 1, 2018, \$20,119.18 commencing July 1, 2019, \$20,722.76 commencing July 1, 2020, and \$21,344.44 commencing July 1, 2021, and additional terms and conditions set forth in that certain agreement which is attached hereto as Exhibit "B," with the final Lease to be executed only in the event that Pacific West, or its assignee, successfully consummates the purchase of the Site;

**NOW, THEREFORE**, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to take such action as may be required to effectuate the purpose of this Resolution, including the execution of the Lease with Pacific West, or its assignee, in the event that Pacific West, or its assignee, successfully purchases the Site.

**PASSED AND ADOPTED** by the Board of Trustees at a regular meeting held on the 21st day of June, 2017 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Joe Esquivel, President of the Board of Trustees

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Eleanor Torres, Clerk of the Board of Trustees

## EXHIBIT A

### LEGAL DESCRIPTION

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel 1:

Parcel A of Parcel Map 71-33, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas minerals, and other hydrocarbon substances lying below a depth shown below but with no right of Surface entry, as provided in deeds of records.

Depth: 500 feet

Parcel 2:

That portion of Parcel D, of Parcel Map 71-33, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel maps, in the Office of the County Recorder of said County, lying Southeasterly and Southerly of the Northeasterly prolongation of the Southeasterly line of Parcel B, as shown on said Parcel Map.

Except therefrom all oil, gas minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deeds of record.

Depth: 500 feet

Parcel 3:

A non-exclusive common use easement over a portion of Parcels B and D, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County, being a strip of land 13.00 feet wide, the Southeasterly line thereof being that certain course and prolongation thereof shown as North 31°14'52" East, 121.04 feet.

The sidelines of said strip of land to be prolonged or shortened to terminate in the Northeasterly line of said Parcel D and the Southwesterly line of said Parcel B.

Parcel 4:

A non-exclusive common use easement over a portion of Parcel B, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwesterly terminus of that certain course shown as North 58°45'08" West, 165.00 feet on said parcel maps; thence,

1st: North 31°14'52" East, 9.00 feet; thence,

2nd: South 58°45'08" East, 50.00 feet; thence,

3rd: South 31°14'52" West, 9.00 feet to a point in said certain course; thence along said course,

4th: North 58°45'08" West, 50.00 feet to the point of beginning.

Parcel 5:

That portion of Lot 90 of the Rancho Santa Clara del Norte, as shown on map recorded in Book 3 Page 26 of Miscellaneous Records (Maps), in the City of Oxnard, County of Ventura, State of California, in the Office of the County Recorder of said County, and that portion of Subdivision 91 of Rancho El Rio De Santa Clara O' La Colonia, as described as follows:

Commencing at the most Westerly corner of the land described in Director's Deed No. D-346.1 recorded January 28, 1973 in Book 4080 Page 715 of Official Records, in said office; thence along the Southwesterly line of said land South 57°49'25" East, 13.00 feet to the true point of beginning; thence,

1st: Southerly along a curve concave Easterly and having a radius of 30.00 feet, from a tangent which bears South 12°42'28" West, through an angle of 70°31'53", an arc distance of 36.93 feet; thence, tangent to said curve,

2nd: South 57°49'25" East, 100.63 feet to a tangent curve concave Southwesterly and having a radius of 235.00 feet; thence

3rd: Southeasterly along last said curve through an angle of 51°56'08" an arc distance of 213.02 feet; thence,

4th: North 84°06'43" East, 28.17 feet to that certain curve concave Southwesterly and having a radius of 250.00 feet described as Course No. 24 in Parcel 1 of the deed to the State of California (State Parcel 49766) recorded February 28, 1973 in Book 4080 Page 719 of Official Records, in said office; thence,

5th: Northwesterly along said certain curve through an angle of 51°01'20", an arc distance of 222.63 feet to the Southeasterly prolongation of said Southwesterly line; thence,

6th: Northwesterly along said Southeasterly prolongation and said Southwesterly line to said true point of beginning.

Assessor's Parcel No.: 145-0-231-075

**EXHIBIT B**

**LEASEBACK AGREEMENT**











### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.3 Approval of Resolution No. 1617/35, Approving Amendment to the Purchase and Sale Agreement between the District and Pacific West Builders, Inc., or Its Assignee, for the Surplus Property Commonly Known as the El Rio School Site.
Access	Public
Type	Action, Discussion
Recommended Action	It is recommended that the Board approve the attached resolution, which approves an amendment to the existing Purchase Agreement.

### Public Content

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Speaker:

Rationale:

In 2013, pursuant to Resolutions No. 1314/03 and 1314/04 and applicable law, the Board of Trustees (“Board”) declared the El Rio School property, located at 2714 E. Vineyard Avenue, Oxnard CA 93036, surplus property, and declared its intention to offer the El Rio School property to interested charter schools, certain public agencies, and qualifying nonprofit charitable and public benefit corporations (the “Public Sector”). Subsequently, the District notified the Public Sector of the District’s intent to sell the El Rio School site, but the District did not receive any responses from such entities within the timeframe required by law.

In 2014, pursuant to Resolution No. 1314/06, the District declared its intent to sell the El Rio School to the private sector. In accordance with applicable law, on May 21, 2014, the District received written proposals from Aldersgate Investment, LLC (“Aldersgate”) and Pacific West Builders, Inc. (“Pacific West”) for the purchase of the El Rio School site. The Board then accepted oral bids for the property. At an adjourned meeting held on May 28, 2014, the District awarded the bid to Aldersgate, which had the highest oral bid in the amount of \$8,116,250.00. On August 4, 2014, the District and Aldersgate entered into a purchase and sale agreement (the “Purchase Agreement”) for the El Rio School property. The Purchase Agreement originally provided for a purchase price of \$8,116,250.00, deposits totaling \$150,000.00 and an outside closing date of August 13, 2016.

On June 22, 2016, the Board approved an assignment of the Purchase Agreement from Aldersgate to Pacific West. In accordance with the Assignment of Purchase and Sale Agreement and Joint Escrow Instructions (the “Assignment”), Pacific West was required to pay a total of \$150,000.00 in deposits into escrow. All of these deposits have timely paid. Additionally, under the Assignment, the outside closing date was extended to August 13, 2017, in order to provide Pacific West sufficient time to process certain entitlements.

Pacific West has requested a further amendment to the Assignment with the following terms and conditions. First, the outside closing date would be accelerated to no later than June 30, 2017. Second, Pacific West would provide a total of \$1,116,250.00 in cash at closing, inclusive of the \$150,000.00 in deposits already made, and the District would carry a note secured by a promissory note and first deed of trust in the amount of \$7,000,000.00 at 3% interest. The note would be payable in full by the earlier of June 30, 2018, or within 30 days after Pacific West obtains all land-use approvals for its intended project, inclusive of the expiration of any applicable appeal periods. Finally, Pacific West would like to further amend the Purchase Agreement by assigning it to an entity in which Pacific West, or a wholly-owned affiliate of Pacific West, is the managing member (with the prospective

assignee to be 2714 E. Vineyard Avenue, LLC, an Idaho limited liability company). In the event of any assignment, Pacific West would not be relieved of its obligations to the District.

The original closing date for the Purchase Agreement was August 13, 2016. This date was extended to August 13, 2017. However, the buyer has not yet obtained certain land use entitlements, such as the annexation of the property into the City of Oxnard. Instead of further extending the closing date, the amendment would accelerate that closing date to June 30, 2017.

#### Fiscal Analysis

The District would obtain \$1,116,250.00 in cash, inclusive of deposits already in escrow, by June 30, 2017, with the remaining \$7,000,000.00 payable no later than June 30, 2018 as evidenced by a promissory note and secured by a deed of trust.

#### **Administrative Content**

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#### **Executive Content**

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**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 1617/35**

**APPROVING AMENDMENT TO THE PURCHASE AND SALE AGREEMENT  
BETWEEN THE DISTRICT AND PACIFIC WEST BUILDERS, INC.,  
OR ITS ASSIGNEE, FOR THE SURPLUS PROPERTY  
COMMONLY KNOWN AS THE EL RIO SCHOOL SITE**

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**WHEREAS**, Rio School District (the “District”) is the owner of that certain parcel of real property located at 2714 E. Vineyard Avenue, Oxnard California 93036, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Site”); and

**WHEREAS**, on October 16, 2013, pursuant to Resolution No. 1314/03, the Board of Trustees (“Board”) declared the Site surplus property (*i.e.*, property which is no longer needed for classroom purposes); and

**WHEREAS**, on November 4, 2013, pursuant to Resolution No. 1314/04, the Board declared its intention to offer the Site to interested charter schools, certain public agencies, and qualifying nonprofit charitable and public benefit corporations (the “Public Sector”), and in accordance with certain surplus property laws set forth in the Education Code and Government Code, the District notified the Public Sector of the District’s intent to sell the Site, but the District did not receive any responses from such entities within the timeframe required by law; and

**WHEREAS**, on February 19, 2014, pursuant to Resolution No. 1314/06, the District declared its intent to sell the Site to the private sector and authorized staff to prepare a Request for Proposals and Statements of Qualifications for the sale of the site to the private sector; and

**WHEREAS**, at its regularly-held meeting on May 21, 2014, the District received written proposals from Aldersgate Investment, LLC (“Aldersgate”) and Pacific West Builders, Inc. (“Pacific West”) for the purchase of the Site, and accepted oral bids for the acquisition of the Site; and

**WHEREAS**, at an adjourned meeting held on May 28, 2014, the District awarded the bid to Aldersgate, which had the highest oral bid in the amount of \$8,116,250.00; and

**WHEREAS**, on August 4, 2014, the District and Aldersgate entered into a purchase and sale agreement (the “Purchase Agreement”) for the Site, with a purchase price of \$8,116,250.00, deposits totaling \$150,000.00 and an outside closing date of August 13, 2016; and

**WHEREAS**, on or about June 22, 2016, the Board approved an assignment of the Purchase Agreement from Aldersgate to Pacific West (the “Assignment”), pursuant to which Pacific West agreed to purchase the Site for \$8,116,250.00, inclusive of \$150,000.00 in deposits,

and further pursuant to which the outside closing date was extended to August 13, 2017, in order to provide Pacific West sufficient time to process certain entitlements; and

WHEREAS, Pacific West has requested an amendment to the Purchase Agreement, as assigned, with the following terms and conditions: an acceleration of the outside closing date to June 30, 2017; Pacific West will remit a total of \$1,116,250.00 in cash at closing, inclusive of the \$150,000.00 in deposits already made, and the District will carry a note secured by a promissory note and first deed of trust in the amount of \$7,000,000.00 at 3% interest, with the note payable in full by the earlier of June 30, 2018, or within 30 days after Pacific West obtains all land-use approvals for its intended project, inclusive of the expiration of any applicable appeal periods; and

WHEREAS, Pacific West has also requested to amend the Purchase Agreement by assigning it to an entity in which Pacific West, or a wholly-owned affiliate of Pacific West, is the managing member (with the prospective assignee to be 2714 E. Vineyard Avenue, LLC, an Idaho limited liability company), which District administration and consultants support so long as Pacific West is not be released from its obligations to the District; and

WHEREAS, the Pacific West and the District have now finalized negotiations regarding the proposed amendment, inclusive of the promissory note and first deed of trust, all of which is which is attached hereto as Exhibit "B" (the "First Amendment");

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to take such action as may be required to effectuate the purpose of this Resolution, including the execution of the First Amendment with Pacific West, or its assignee, provided that Pacific West is not released from its obligations to the District.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 21st day of June, 2017 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Joe Esquivel, President of the Board of Trustees

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Eleanor Torres, Clerk of the Board of Trustees

## **EXHIBIT A**

### **LEGAL DESCRIPTION 2714 E. VINEYARD AVENUE, OXNARD, CA 93036**

All that certain real property situated in the County of Ventura, State of California, described as follows:

A portion of Lot 90 of the Rancho Santa Clara Del Norte, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 26 of Maps, Records of said County, described as follows:

Beginning at a point in the easterly line of that public road 50.00 feet wide known as Vineyard Avenue from which a 4" x 4" post common to Lots 90 and 91 bears north 50° 20' 30" west a distance of 10.09 feet; thence

- 1<sup>st</sup>: South 50° 20' 30" east along the line common to Lots 90 and 91 a distance of 882.80 feet to a 4" x 4" post set at the northwest corner of Cloverdale Subdivision as recorded in Book 8, Page 38 of Maps; thence
- 2<sup>nd</sup>: South 39° 41' west along the westerly line of said Cloverdale Subdivision a distance of 492.55 feet to a point; thence
- 3<sup>rd</sup>: North 57° 50' west a distance of 810.77 feet to a point in the easterly line of Vineyard Avenue; thence
- 4<sup>th</sup>: North 32° 10' east a distance of 603.38 feet along said easterly line of Vineyard Avenue to the point of beginning.

Except that portion conveyed to the state of California for the widening of Vineyard Avenue as described in Grant Deed recorded November 3, 1970 in Book 3743, Page 290 of Official Records

**EXHIBIT B**

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**



**8.4**





### Agenda Item Details

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<b>Meeting</b>	Jun 21, 2017 - RSD Regular Board Meeting
<b>Category</b>	8. Discussion/Action
<b>Subject</b>	8.4 Consideration of the HVAC Optimization Summary for Rio Del Mar and Rio Vista
<b>Access</b>	Public
<b>Type</b>	Action
<b>Fiscal Impact</b>	Yes
<b>Dollar Amount</b>	13,657.00
<b>Budgeted</b>	Yes
<b>Budget Source</b>	Routine Restricted Maintenance
<b>Recommended Action</b>	Staff recommends accepting the HVAC Optimization Summary for Rio Del Mar and Rio Vista
<b>Goals</b>	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

### Public Content

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**Speaker:**  
Kristen Pifko

**Rationale:**

Southern California Edison is working with the Rio School District to improve energy efficiency district-wide. Rio Vista and Rio del Mar are still the district's highest energy consuming school sites. Edison is offering Incentives based on a 3-year Maintenance Agreement.

Rio Vista: 3-year cost	\$37,884.00
Less Incentives	\$15,680.00
Net Cost	\$ 7,401.00 per year

Rio Del Mar: 3-year cost	\$29,208.00
Less Incentives	\$10,440.00
Net Cost	\$ 6,256.00 per year

[HVAC Optimization.pdf \(1,116 KB\)](#)

### Administrative Content

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### Executive Content

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# HVAC Optimization

## Customer Investment Summary

**Date**

6/12/2017

**Contractor**

West Coast Air Conditioning

**Customer**

Rio School District

**Building Name**

Rio Vista

**Total Cost for 3-Year Maintenance Agreement** **\$37,884.00**

**Estimated Incentive Payment Schedule**

Upon Approval	\$7,056.00
End of Year 2	\$5,488.00
End of Year 3	\$3,136.00
<b>Total Incentive for 3-Year Agreement</b>	<b>\$15,680.00</b>

**Estimated Energy Savings from Improved Operational Efficiencies** **\$12,288.98**

This Program is offered on a first-come, first-served basis and is effective until funding is expended or the Program is discontinued by the CPUC. Program may be modified or terminated without prior notice. SCE does not guarantee contractor participation in any particular area. This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission through a contract award to



# HVAC Optimization

## Customer Investment Summary

**Date**

6/12/2017

**Contractor**

West Coast Air Conditioning

**Customer**

Rio School District

**Building Name**

Dei Mar

**Total Cost for 3-Year Maintenance Agreement** **\$29,208.00**

**Estimated Incentive Payment Schedule**

Upon Approval	\$4,626.00
End of Year 2	\$3,654.00
End of Year 3	\$2,086.00
<b>Total Incentive for 3-Year Agreement</b>	<b>\$10,440.00</b>

**Estimated Energy Savings from Improved Operational Efficiencies** **\$8,369.10**

This Program is offered on a first-come, first-served basis and is effective until funding is expended or the Program is discontinued by the CPUC. Program may be modified or terminated without prior notice. SCE does not guarantee contractor participation in any particular area. This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission through a contract award to



## **Unlocking a Higher Standard of HVAC Performance**

Southern California Edison's HVAC Optimization Program sets a new standard for commercial HVAC maintenance and performance. The Program's framework is ANSI/ASHRAE/ACCA Standard 180, a new set of universal guidelines for quality commercial HVAC maintenance that was created by a worldwide team of industry experts.

The Program, the first of its kind in the country, aims to bring the benefits of Standard 180 maintenance to SCE customers. HVAC Optimization sets a very specific baseline level of HVAC performance that is maintained with ongoing, conveniently-scheduled maintenance.

### **Your Investment: Inside the Numbers**

This calculator is intended to offer an estimate of the potential incentives and energy cost savings received by participating in HVAC Optimization. You can use this information to make a well-informed investment decision.

There is a premium cost to the level of maintenance included in an HVAC Optimization Maintenance Agreement. SCE offers incentives to help offset the cost difference between a new three-year HVAC Optimization Maintenance Agreement and a more typical, less robust Agreement. The amount of your incentive is calculated based only on the tonnage and number of HVAC units you enroll into the Program. Once the application is approved and units meet the program's minimum performance requirements, SCE will send you a check for 45 percent of the total incentive amount. The remainder of the incentive amount will be paid incrementally over the course of the three-year Maintenance Agreement.

The energy cost savings achieved by a more efficient HVAC system offer an additional opportunity to recover initial investment and maintenance costs. Your contractor will calculate your estimated annual electricity (kWh) and gas (Therms) savings, convert this into estimated annual energy cost savings (\$), and extrapolate energy cost savings for the life of your Maintenance Agreement.

### **Beyond the Numbers**

There are a number of additional benefits that are not possible to quantify at this stage but are still important to note when considering your investment. Let's start with the benefits you'll notice daily. An HVAC system performing at the Standard 180 baseline will offer better indoor air quality (IAQ) and temperature comfort and shrink your carbon footprint.

There are also a number of important benefits that are associated with unplanned, and often expensive, events. With HVAC Optimization maintenance, you can expect your system to perform more reliably. This means fewer emergency repair calls and less money spent on site visits and unplanned repairs, as well as lost productivity due to equipment downtime. A higher standard of maintenance will also help your HVAC equipment live longer, reducing your capital costs. Over time, customer savings from lower energy bills, fewer service calls, lower repair costs, and higher occupancy rates will likely exceed the additional cost of the HVAC Optimization Maintenance Agreement. You can learn more about the Program at [HVACOptimization.com](http://HVACOptimization.com).

### **Disclaimers**

This calculator is to be used for estimation purposes only and the accuracy and amounts of incentives and energy savings are not guaranteed. Final incentive amounts will be determined by SCE Program staff and incentives will be paid pending qualification and unit review. Incentives are not approved until all terms and conditions of the Program are met and documentation is received by SCE. The amount for "total potential energy savings" is the sum of several averages for energy savings associated with individual energy efficiency treatments. As a result, the total potential energy savings shown here may be conservative.





8.5





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.5 Award of Bid No. 17-CNS-001 Food and Grocery Products
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	523,783.78
Budgeted	Yes
Budget Source	Cafeteria Fund
Recommended Action	It is recommended that the Board Award the contract for 17-CNS-001 Food and Grocery Products, to the lowest responsive and responsible bidder with the highest evaluation score, Sysco Ventura, Inc. commencing July 1, 2017 through the 2017-2018 fiscal year.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

### Public Content

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Speaker:  
Kristen Pifko

#### Rationale:

This bid opened on May 6, 2017.

Bids were received from three (3) vendors. One bid was non-responsive as a result of failure to answer all the questions on the questionnaire. Therefore, this bid was not part of the overall scoring process. Bids were evaluated on several criteria including Experience and References, USDA Food Management, Key Personnel, Dispute History, and Price. A summary of bid results is provided below.

<u>Evaluation Factor</u>	<u>Points Available</u>	<u>Jordanos</u>	<u>Sysco Ventura Inc.</u>
Total Adjusted price for all Bid Items		\$560,087.13	\$523,783.78
Experience & References	30	26	27
USDA Food Management	20	12	19
Key Personnel	10	10	9
Dispute History	10	10	10
Price	30	20	30
<b>Total Points</b>	<b>100</b>	<b>78</b>	<b>95</b>

### Administrative Content

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**8.6**





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.6 Approval of Local Control Accountability Plan (LCAP)
Access	Public
Type	Action
Fiscal Impact	Yes
Budget Source	Local Control Funding Formula Base, Supplemental, and Concentration Grants
Recommended Action	Staff recommends board approval of Local Control Accountability Plan.

### Public Content

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Speaker: Oscar Hernandez

#### Rationale:

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

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

Prior to adopting the LCAP, the Governing Board held a public hearing on June 7, 2017, to solicit recommendations and comments from the public regarding the specific actions and expenditures.

The superintendent has satisfied all the statutory requirements and requests the Board of Trustees to approve the Rio School District Local Control Accountability Plan.

### Administrative Content

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### Executive Content

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**8.7**



**Agenda Item Details**

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<b>Meeting</b>	Jun 21, 2017 - RSD Regular Board Meeting
<b>Category</b>	8. Discussion/Action
<b>Subject</b>	8.7 Approval of the Budget Adoption 2017/2018
<b>Access</b>	Public
<b>Type</b>	Action
<b>Fiscal Impact</b>	Yes
<b>Budgeted</b>	Yes
<b>Budget Source</b>	All district funds.
<b>Recommended Action</b>	Staff recommends approval of the Budget for 2017/2018

**Public Content**

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**Speaker:**  
Kristen Pifko

**Rationale:**

The Rio School District must adopt a budget by July 1 of every year to allow for payments of any liabilities and expenditures, such as salaries, supplies, and services. The attached documents represent the District's proposed 2017/2018 budget.

As required by law, a public hearing for the 2017/2018 was held on June 7, 2017 at 5:00 p.m.

Staff will present a summary for all funds and discuss the assumptions used for projections.

**Administrative Content**

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**Executive Content**

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**Agenda Item Details**

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Meeting Jun 21, 2017 - RSD Regular Board Meeting  
Category 9. Consent  
Subject 9.2 Approval of the Minutes of the Regular Board Meeting of June 7, 2017  
Access Public  
Type Minutes

**Public Content**

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Speaker:

Rationale:

**Administrative Content**

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**Executive Content**

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**Rio School District  
Minutes  
Regular Board Meeting  
June 7, 2017  
Office of Student and Family Services  
3300 Cortez Street  
Oxnard, CA 93036  
Closed Session: 5:00 p.m.  
Open Session: 6:00 p.m.**

**Members present**

Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer

**Meeting called to order at 9:37 PM**

**1. Open Session 5:00 p.m.**

**1.1 Call to Order**

President Esquivel called the meeting to order at 5:03 p.m.

**1.2 Pledge of Allegiance**

President Esquivel led the flag salute.

**1.3 Roll Call**

Trustee Torres called the roll, Trustee Rodriguez absent.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

Trustee Esquivel made the following amendments to the agenda: Item 11:14 Approval of the Proposal from Service Management Assist to provide Custodial Schedules and Staffing Analysis will be tabled to the next regularly scheduled meeting of June 21, 2017.

The following items will be pulled from the Consent Agenda into Discussion/Action for separate consideration: 11.8 Approval of the Contract Renewal with HipHop Mindset; Item 11.9 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction; Item 11.10 Approval of Contract Renewal with Godoy Studios FY 2017/2018; Item 11.15 Approval of the Agreement for Police School Resource Officer Services and Cost Sharing for 2017/2018; Item 11.16 Blanket Resolution 1617/30; Item 11.25 Approval of Contract Renewal with Mathematics Engineering Science Achievement (MESA) MOU for Rio del Valle, Rio Vista and Rio Real Middle Schools FY 2017/2018; and Item 11.27 Approval of Contract Renewal Sokikom Services FY 2017/2018.

**2.2 Approval of the Agenda**

Staff recommends approval as amended.

**Motion by Felix Eisenhauer, second by Edith Martinez-Cortes.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

### **3. Public Comment-Closed Session**

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

There were no public comments on closed session items. President Esquivel adjourned the meeting into closed session at 5:11 p.m.

### **4. Closed Session**

**4.1 Conference with Real Property Negotiators**, pursuant to Government Code § 54956.8  
Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Caleb Roope, Pacific West Builders, Inc., an Idaho corporation Under negotiation: price and terms of payment

**4.2 Conference with Real Property Negotiators**, pursuant to Government Code § 54956.8  
Properties: 29999 and 30001 N. Ventura Road, Oxnard CA (APNs 132-0-110-01 [Lot 22, Tract 5352-1 in Book 150, page 76 of Miscellaneous Records of County of Ventura] and 132-0-100-26 [Lot 1 as described in Inst. No. 90-186303 of Official Records of County of Ventura]) Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: John Vander Velde, Riverpark Legacy, LLC; Riverpark A, LLC; and Riverpark B, LLC Under negotiation: price and terms of payment

**4.3 Conference with Real Property Negotiators**, pursuant to Government Code § 54956.8  
Property: District office, 2500 E. Vineyard Avenue, Oxnard CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: unable to identify in advance (re: written and/or bids) Under negotiation: price and terms of payment

**4.4 Conference Legal Counsel Existing Litigation-Subdivision (a) of Government Code Section 54956.9-OAH Case No. 2016121089**

**4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2016/2017 and 2017/2018**

### **5. Reconvene Open Session 6:00 p.m.**

**5.1 Report of Closed Session**

President Esquivel reconvened the meeting 6:04 p.m.

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

**By a vote of 4-0 the Governing Board approved the settlement agreement regarding OAH Case No. 2016121089.**

## **6. Public Hearing**

### **6.2 Public Hearing of Local Control Accountability Plan Approval**

President Esquivel opened the public hearing at 6:05 p.m. As there were no public comments, President Esquivel closed the public hearing at 6:05 p.m.

## **7. Presentations/Recognitions**

### **7.1 Chess Club Recognitions**

Mr. Kelman, teacher at Rio del Norte, and Ms. Katie Auerbach, teacher at Rio Real Dual Immersion Academy, presented the Chess Club awards.

### **7.2 Math Challenge Recognition**

Mr. Waltrip, Principal of Rio del Norte presented individual awards to the Math Challenge recipients.

### **7.3 Migrant Debate Team**

Mrs. Mary Gutierrez, teacher at Rio Vista, presented the winners of the Migrant Debate Team.

### **7.4 Support for Kids**

Ms. Wanda Kelly and Mr. Larry Kelman, presented Mrs. Lynda Miller from Support for Kids with a special recognition for all her continued support of the students of the Rio School District.

### **7.5 RSD Service Awards**

Mrs. Carolyn Bernal, Director of Human Resources, presented staff with Years of Service Awards.

## **8. Communications**

### **8.1 Acknowledgement of Correspondence to the Board**

There was no written correspondence to the board.

### **8.2 Board Member Reports**

Board Member reports were heard from Trustee Eisenhauer.

### **8.3 Organizational Reports-RTA/CSEA/Other**

Organizational reports were heard from Marisela Valdez, President of the Rio Teachers' Association and Henry Carreon, President of CSEA.

### **8.4 Superintendent Report**

Superintendent Puglisi presented a Master Plan/STEAM Update.

**8.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to**

each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

## **9. Information**

### **9.1 Business Services Report**

Kristen Pifko, Assistant Superintendent of Business Services, presented a Summer Projects Update.

### **9.2 Educational Services Report**

Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Dr. Sonya Mercado, Director of Preschool and Afterschool Programs. Dr. Mercado presented an Afterschool Program update.

## **10. Discussion/Action**

### **10.1 Declaration of Highest Conforming Written Bid, Call for Oral Bids, and Potential Award of Bid to Purchase, Lease, or Exchange the District Office.**

Mr. Joel Kirschenstein explained the process. One bid was presented to the Trustee Torres. Dr. Kirschenstien informed the board that there were no other written communications from any other interested parties. Dr. Kirschenstien excused himself from the meeting to review the formal bid to ensure that all the requirements were in order. They will report back to the board after review.

**Motion to accept the bid for purchase of the District Office, 2500 E. Vineyard Avenue, Oxnard, Ca by Pacific West Communities executed by Caleb Roope, President and CEO of Pacific West Communities. The Governing Board instructed staff to bring back a Purchase Agreement to the Regular Board Meeting of June 21, 2017. Two options will be addressed at the time of the meeting.**

**Motion by Joe Esquivel, second by Felix Eisenhauer.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

### **10.2 Authorization to Proceed with Solicitation of Bids from Prequalified Contractors and Subcontractors for the Construction of the Rio STEAM Academy.**

Ms. Pifko, Assistant Superintendent of Business Services, is requesting for authorization to proceed for the solicitation of bids

It is recommended that the Board authorize District administration, staff, and all relevant consultants to proceed with the solicitation of bids from prequalified contractors and subcontractors for the construction of the Rio STEAM Academy, including, but not limited

to, finalization of bid packages, advertisement of any notices inviting bids, and receipt of bids, with final bid awards subject to Board review and approval.

**Motion by Felix Eisenhauer, second by Eleanor Torres.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

### 10.3 Approval of Prequalified Contractors and Subcontractors for the Construction of the Rio STEAM Academy.

There are two recommendations for this agenda item:

It is recommended that the Board approve the attached Prequalification Determinations Spreadsheets, which (a) designate the name of every contractor and subcontractor that sought prequalification to bid on the construction of the Rio STEAM Academy, segregated by trade of work, and (b) specify whether the contractor or subcontractor has been prequalified or has not been prequalified; and

It is further recommended that the Board reserve the right to seek prequalification of additional contractors and subcontractors, as needed.

**Motion by Felix Eisenhauer, second by Eleanor Torres.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

### 10.4 Purchase of Mobile Devices for Student Growth and Replacement Grades 3 and 6 Staff recommends the purchase of Chromebooks for grade levels 3 and 6

**Motion by Eleanor Torres, second by Felix Eisenhauer.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

### 10.5 1617 CSEA Tentative Agreement

It is recommended the board take action to approve the 16/17 tentative agreement between the RSD and CSEA, Chapter 329.

**Motion by Eleanor Torres, second by Felix Eisenhauer.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

## **11. Consent**

### 11.1 Approval of the Consent Agenda

The Governing Board approved the Consent Agenda as amended.

**Motion by Eleanor Torres, second by Felix Eisenhauer.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

11.2 Approval of the Minutes of the Regular Meeting of May 17, 2017

11.3 Approval of Donation Report

11.4 Personnel Report

11.5 Ratification of the Commercial Warrant

11.6 Approval of the Certification of Signatures

11.7 Renewal of Professional Development Contracts FY 2017/2018

11.8 Approval of Contract Renewal with HipHop Mindset FY 2017/2018

Staff recommends approval of the contract renewal of the HipHop Mindset FY 2017/2018

**Motion by Felix Eisenhauer, second by Eleanor Torres.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

11.9 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction

Staff recommends approval of the contract renewal with Diane DeLaurentis FY 2017/2017

**Motion by Felix Eisenhauer, second by Eleanor Torres.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

11.10 Approval of Contract Renewal with Godoy Studios FY 2017/2018

Staff recommends approval of the contract renewal with Godoy Studios FY 2017/2018

**Motion by Felix Eisenhauer, second by Edith Martinez-Cortes.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

11.11 Approval of Renewal of California School Board Association Membership Dues,  
Gamut and Manual Maintenance Services FY 2017/2018

11.12 Approval of Contract Renewal with Hekar Rivera FY 2017/2018

11.13 Approval of Contract Renewal with Steve Sonnarburg FY 2017/2018

11.14 Approval of Proposal from Service Management Assist to provide Custodial Schedules  
and Staffing Analysis

11.15 Approval of Agreement for Police School Resource Officer Services and Cost Sharing for 2017/2018

Staff recommends the approval of the Contract between the City of Oxnard and the Rio School District for a Resource Officer.

**Motion by Felix Eisenhauer, second by Edith Martinez-Cortes.**

**Final Resolution: Motion Carries**

**Yes: Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

**Abstain: Eleanor Torres**

11.16 Resolution No. 1617/29 Regarding Temporary Loans Between District Funds

11.17 Blanket Resolution No. 1617/30

Staff recommends approval of Resolution No. 1617/30.

**Motion by Felix Eisenhauer, second by Eleanor Torres.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

11.18 Approval of Resolution No. 1617/31 to Improve Compensation for Certain Categories of Employees after July 1, 2017

11.19 Approval of Rio del Valle Middle School New/Revised Course Descriptions for school year 2017-2018

11.20 VCOE MOU - 17/18 Mentor Induction Program

11.21 MOU Alliant University Student Teacher Agreement

11.22 Contract Renewal with Educators Assessment Data Management Service Agreement FY 2018

11.23 Approval of Contract Renewal with Destiny Software Follett FY 17/18  
Resolution: Staff recommends approval

11.24 Approval of Contract Renewal with Edulink FY 2017/2018

11.25 Approval of Contract Renewal with Mathematics Engineering Science Achievement (MESA) MOU for Rio del Valle, Rio Vista and Rio Real Middle Schools FY 2017/2018  
Staff recommends approval of MESA MOU.

**Motion by Felix Eisenhauer, second by Joe Esquivel.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

11.26 Approval of Contract Renewal McGraw-Hill Education (formerly known as Redbird Learning) Agreement FY 2017/2018

11.27 Approval of Contract Renewal Sokikom Service Agreement FY 2017-2018  
Staff recommends approval of Sokikom renewal agreement.

**Motion by Joe Esquivel, second by Felix Eisenhauer.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer**

11.28 Approval of Contract Renewal-Teaching for the Study of Educational Institutions "History Harvest" (TSEI) FY 2017-2018

**12. Organizational Business**

12.1 Future Items for Discussion

12.2 Future Meeting Dates: June 21, 2017

**13. Adjournment**

13.1 Adjournment

President Esquivel adjourned the meeting at 8:38 p.m.

**Approved on this 21 day of June, 2017.**

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John Puglisi, Ph.D., Secretary

Date

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Clerk of the Board

Date



**9.3**





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.3 Approval of Donation Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the Donation Report

### Public Content

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Speaker: Superintendent Puglisi

#### Rationale:

It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio del Norte	Coca Cola	Donation	74.11
Rio Vista	Coca Cola	Donation	44.47
Rio Vista	DoTopia	Promotion	187.37
Rio del Valle	Custom Sports Incentives		45.10

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*









### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.4 Approval of the Personnel Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board approve the June 21, 2017 personnel report as presented.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

### Public Content

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Speaker: Carolyn Bernal

Rationale: The June 21, 2017 personnel report it presented for approval.

[PERSReport-June212017.pdf \(68 KB\)](#)

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*





**RIO SCHOOL DISTRICT**

**June 21, 2017**

**Certificated Personnel Report**

**Certificated Ratification of Employment:**

Aziz, Neesha, Resource Specialist, Rio Del Mar, (1.0) FTE, effective 8/17/2017

Tillman, Erin, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 8/17/2017

**Certificated Voluntary Transfer:**

Knauer, Heather, Elementary Teacher, (1.0) FTE, from Rio Real to Rio Del Norte, effective 7/1/2017

Vargas, Megan, Elementary Teacher, (1.0) FTE, from Rio Real to Rio Plaza, effective 7/1/2017

Visser, Lisa, Resource Specialist, (1.0) FTE, from Rio Del Mar to Rio Del Norte, effective 7/1/2017

**Classified Personnel Report**

**Classified Promotion:**

Logue, Kristen, Instructional Assistant/SPED, Rio Del Norte (4) hours to Instructional Assistant/SPED, Rio Rosales, (5.75) hours, effective 8/25/17

**Classified Summer School: June 20, 2017-August 21, 2017 (Contingent Upon Enrollment)**

Rugerio, Mari, Instructional Assistant, Jump Start Program, Rio Plaza, effective 7/2/17 - 7/25/17

Villanueva, Marsha, Instructional Assistant, Jump Start Program, Rio Plaza, effective 7/2/17 - 7/25/17

Zarate-Martinez, Jessica, Instructional Assistant, Summer Science Academy, (7.5) hours, Rio Del Mar



9.5





EDUCATING LEARNERS FOR THE 21ST CENTURY

### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 Ratification of the Commercial Warrant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	604,848.68
Budgeted	Yes
Budget Source	Various Funds as listed below
Recommended Action	Approve Commercial Warrant Register for checks dated 5/23/17 through 6/7/17

### Public Content

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**Speaker:**  
Kristen Pifko, Assistant Superintendent

**Rationale:**

Pursuant to Education Codes 42632-42633, all payments from the funds of the district shall be made by written order of the Governing Board. The District provides all detailed listing of all payments made to the Governing Board for ratification and details as necessary.

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of \$604,848.68 which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$346,069.00
Fund 130 Cafeteria Fund	\$116,540.97
Fund 211 Building Fund	\$142,624.97
Fund 251 Capital Facilities – Residential	\$ -0-
Less Unpaid Tax Liability	- 386.26
<b>TOTAL</b>	<b>\$604,848.68</b>

[Check register.pdf \(1,771 KB\)](#)

### Administrative Content

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### Executive Content

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## ReqPay12a

## Board Report

Checks Dated 05/23/2017 through 06/07/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009026055	05/25/2017	Oscar Nunez	010-5200		75.00
5009026056	05/25/2017	Veronica Rauschenberger	010-5200		750.96
5009026057	05/25/2017	Kenneth J. Henschel	130-4710		45.35
5009026058	05/25/2017	Cesar Rosales	010-4300		26.99
5009026059	05/25/2017	Jisela Ramirez	010-4300		48.33
5009026060	05/25/2017	Sheryl Preciado	010-4300		327.14
5009026061	05/25/2017	Jessica Zarate-Martinez	010-5200		33.44
5009026062	05/25/2017	Christie Barnes	010-4300		12.89
5009026063	05/25/2017	Sonya B. Lopez Mercado	010-4300		476.81
5009026064	05/25/2017	Erika Padilla	010-4300		239.65
5009026065	05/25/2017	Crystal E. Calafati	010-4300		299.61
5009026066	05/25/2017	Helen M. Yap	010-4300		162.21
5009026067	05/25/2017	Aleph Objects INC	010-4300	4,123.87	
			Unpaid Tax	296.61-	3,827.26
5009026068	05/25/2017	Allied Avocados & Citrus, Inc,	130-4710		2,323.00
5009026069	05/25/2017	Assistance League School	010-5100	5,527.04	
			010-5800	3,122.96	8,650.00
5009026070	05/25/2017	Aswell Trophy	010-4300		706.70
5009026071	05/25/2017	A1 - Audio Video	010-4300	953.58	
			Unpaid Tax	68.58-	885.00
5009026072	05/25/2017	BALFOUR BEATTY CONSTRUCTION	211-6272		87,800.00
5009026073	05/25/2017	Bertrand Music	010-4300	340.91	
			010-5613	44.15	385.06
5009026074	05/25/2017	Californians Together	010-4300		187.79
5009026075	05/25/2017	Stephen Clark	010-5800		250.00
5009026076	05/25/2017	CLASS LEASING, INC.	211-5600		14,080.00
5009026077	05/25/2017	CALIFORNIA LUTHERAN UNIVERSITY	010-5200		80.00
5009026078	05/25/2017	Dominos Pizza	130-4710		1,243.64
5009026079	05/25/2017	Driftwood Dairy	130-4710		17,936.60
5009026080	05/25/2017	Jesus Bermudez DBA Elegant Event Rental	010-5800		1,512.00
5009026081	05/25/2017	Fence Factory	010-5620		1,047.96
5009026082	05/25/2017	FOOD SHARE, INC.	010-4300		40.00
5009026083	05/25/2017	Footworks Youth Ballet	010-5800		116.00
5009026084	05/25/2017	Hayes Graphics	010-4300		193.47
5009026085	05/25/2017	Jostens	010-4300		5,716.50
5009026086	05/25/2017	Roger A Morgenthaler	010-5613		65.00
5009026087	05/25/2017	Mystery Scienc	010-5800		3,493.00
5009026088	05/25/2017	OFFICE DEPOT	130-4300		503.88
5009026089	05/25/2017	Omega Construction Co. Inc	010-6202		39,786.00
5009026090	05/25/2017	Rotary Club	010-5300		262.00
5009026091	05/25/2017	SUNESYS QUANTA RECEIVABLES LP	010-5800		12,743.10
5009026092	05/25/2017	TAFT ELECTRIC	010-5800		2,550.74
5009026093	05/25/2017	THE BERRY MAN, INC.	130-4710		32,021.46
5009026094	05/25/2017	Ventura County Office of Education	010-5800		21,156.74

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

ESCAPE ONLINE

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## ReqPay12a

## Board Report

Checks Dated 05/23/2017 through 06/07/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009026095	05/26/2017	CLASS LEASING, INC.	211-5800		23,660.00
5009026096	05/26/2017	EdLeader21	010-5300		6,000.00
5009026097	05/26/2017	Immaculate Heart Community La Casa de Maria	010-5800		469.69
5009026098	05/26/2017	Tri County Bread Service	130-4710		4,117.27
5009026099	05/26/2017	SYSCO VENTURA	130-4710		57,159.32
5009026100	05/26/2017	Tax Deferred Services Corporate Office Suite 208	010-9539		73,040.00
5009026101	05/30/2017	Sara Juarez	010-4300		56.83
5009026102	05/30/2017	Marie Rivera	010-5200		124.65
5009026103	05/30/2017	ANTONIO L. MONTES DBA 101 AUTO UPHOLSTERY	010-5810		180.00
5009026104	05/30/2017	ACADEMIC THERAPY PUBLICATIONS	010-4300		479.78
5009026105	05/30/2017	Acer American Corporation	010-4300		3,033.14
5009026106	05/30/2017	Agromim Premium Soil Products	010-4360		89.48
5009026107	05/30/2017	ALL-PHASE ELECTRIC SUPPLY	010-4300		935.53
5009026108	05/30/2017	APPLIED BACKFLOW TECHNOLOGIES	010-5540		479.00
5009026109	05/30/2017	Aswell Trophy	010-4300		279.93
5009026110	05/30/2017	CANON BUSINESS SOLUTIONS, INC.	010-5812		212.50
5009026111	05/30/2017	CANON BUSINESS SOLUTIONS, INC.	010-5812		603.05
5009026112	05/30/2017	CDE/CASHIER'S OFFICE	130-9320		452.40
5009026113	05/30/2017	CHILD DEVELOPMENT INCORPORATED	010-5100	3,967.26	
			010-5800	1,949.47	5,916.73
5009026114	05/30/2017	SASS/MESTMAKER INSURANCE	010-5450		180.00
5009026115	05/30/2017	Diane DeLaurantis	010-5800		600.00
5009026116	05/30/2017	Dominos Pizza	130-4710		407.82
5009026117	05/30/2017	EBS HEALTHCARE	010-5100	11,483.41	
			010-5800	824.41-	10,659.00
5009026118	05/30/2017	Carlo Andre Godoy dba Godoy Studios	010-5800		529.00
5009026119	05/30/2017	GOPHER SPORTS	010-4300		8,105.75
5009026120	05/30/2017	Marie Laura Hendrix	010-5800		1,612.50
5009026121	05/30/2017	KONICA MINOLTA PREMIER FINANCE	010-5812		1,765.34
5009026122	05/30/2017	Megan Tenneke BlissBee	010-5800		1,500.00
5009026123	05/30/2017	PRINTECH	010-9320		386.61
5009026124	05/30/2017	QUALITY WINDOWS	010-4300	742.96	
			010-4335	355.64	1,098.60
5009026125	05/30/2017	Shaddai Ortega	010-5800		91.68
5009026126	05/30/2017	U.S. Bank Corporate Payment Systems	010-4300	2,106.74	
			010-5200	974.16	3,080.90
5009026127	05/30/2017	Vantage Learning USA LLC	010-5800		1,604.79

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

ESCAPE

ESCAPE

Page 2 of 4



Checks Dated 05/23/2017 through 06/07/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009026128	06/05/2017	Josefina Carrillo	010-5200		70.51
5009026129	06/05/2017	Anne Stehly	010-4300		225.00
5009026130	06/05/2017	Veronica Rauschenberger	010-4300		446.12
5009026131	06/05/2017	Jisela Ramirez	010-5200		67.41
5009026132	06/05/2017	Jacob R. Watrip	010-4300		1,707.86
5009026133	06/05/2017	Lef V. Laplad	010-4300		34.46
5009026134	06/05/2017	Pamela M. Maddox	010-4300		139.00
5009026135	06/05/2017	Robert W. Guynn	010-5800		443.50
5009026136	06/05/2017	Kristen Pifko	010-5200		46.01
5009026137	06/05/2017	Pamela Waltmann	010-5200		24.00
5009026138	06/05/2017	Scott R. Barlow	010-4300		90.35
5009026139	06/05/2017	Dana Mainzner	010-4300		1,312.65
5009026140	06/05/2017	Maria K. Story	010-5200		10.27
5009026141	06/05/2017	Oscar G. Hernandez	010-5800		19.00
5009026142	06/05/2017	Diane Defaurentis	010-5800		109.45
5009026143	06/05/2017	Acer American Corporation	010-4300		3,621.01
5009026144	06/05/2017	AMERICAN BUILDING COMFORT	010-5610		2,055.05
5009026145	06/05/2017	KB Industries, Inc. DBA American button Machines	010-4300	315.32	
			Unpaid Tax	21.07-	294.25
5009026146	06/05/2017	ARC	211-5800		403.97
5009026147	06/05/2017	BARON INDUSTRIES	010-4300		962.83
5009026148	06/05/2017	Broadview Networks	010-5900		7,042.57
5009026149	06/05/2017	Diane DeLaurantis	010-5800		750.00
5009026150	06/05/2017	E J Harrison & Sons	010-5560		5,922.80
5009026151	06/05/2017	Earth Systems Consultants	211-5800		955.00
5009026152	06/05/2017	SOUTHERN CALIF. EDISON	010-5520		9,487.21
5009026153	06/05/2017	Fry's Electronics customer #70893	010-4300		8,872.19
5009026154	06/05/2017	THE GAS COMPANY	010-5530		1,792.39
5009026155	06/05/2017	HARRIS WATER CONDITIONING	010-5540		48.75
5009026156	06/05/2017	Isom Advisors a Division of Urban Futures Inc	010-5800		3,350.00
5009026157	06/05/2017	Kruger, Bensen, Ziemer, Architects, Inc.	211-6219		15,726.00
5009026158	06/05/2017	Paul Macias	010-4300		253.50
5009026159	06/05/2017	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	2,677.46	
			010-5800	2,345.77	5,023.23
5009026160	06/05/2017	Oxnard Union High	010-5800		1,455.00
5009026161	06/05/2017	Teachers for the Study of Educational Institutions	010-5800		3,150.00
5009026162	06/05/2017	UCSB MESA/OEP	010-5800		7,480.00
5009026163	06/06/2017	Maria C. Gonzales	010-4300		64.00
5009026164	06/06/2017	Jeannette D. Smith	010-4300		139.82
5009026165	06/06/2017	Jorge Napoles	010-4300		14.46
5009026166	06/06/2017	Aswell Trophy	010-4300		1,577.68

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

LCGAPF ONLINE

Page 3 of 4

Checks Dated 05/23/2017 through 06/07/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009026167	06/06/2017	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5300		237.50
5009026168	06/06/2017	CCP Industries	010-4300		424.99
5009026169	06/06/2017	COGGS TIRE SERVICE	010-4300	221.16	
			010-5610	583.04	
			130-5600	16.22	820.42
5009026170	06/06/2017	FRONTLINE TECH. GROUP, LLC	010-5800		702.50
5009026171	06/06/2017	City Of Oxnard-City Treasurer	010-5561		26.00
5009026172	06/06/2017	FEDEX	010-5900		69.37
5009026173	06/06/2017	GREATAMERICA FINANCIAL SVCS	010-5610		286.57
5009026174	06/06/2017	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		3,438.60
5009026175	06/06/2017	KONICA MINOLTA PREMIER FINANCE	010-5612	9,163.03	
			130-5612	232.96	9,395.99
5009026176	06/06/2017	Michael Lorimer	010-5800		579.64
5009026177	06/06/2017	SC FUELS	010-4300	4,492.81	
			010-4360	529.00	
			130-4300	81.05	5,102.86
5009026178	06/06/2017	Steve Sunnarborg	010-5800		161.78
5009026179	06/06/2017	Tolman & Wiker	010-5450		2,330.00
5009026180	06/06/2017	Ventura County Office of Education	010-5800		25,112.59
<b>Total Number of Checks</b>			<b>126</b>		<b>604,848.68</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	110	346,089.00
130	Cafeteria Fund	13	116,540.97
211	Building Fund	6	142,624.97
<b>Total Number of Checks</b>		<b>126</b>	<b>605,234.94</b>
<b>Less Unpaid Tax Liability</b>			<b>386.26</b>
<b>Net (Check Amount)</b>			<b>604,848.68</b>

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

ESCAPE

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9.6





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 Approval for RSD Staff to Attend the EdLeader 21 4cs Leadership Academy In Phoenix, AZ July 24-26, 2017
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	16,500.00
Budgeted	Yes
Budget Source	LCFF
Recommended Action	Staff recommends approval of sending 4 District Staff to attend the EdLeader 21 4cs Leadership Academy July 23-26, 2017 in Phoenix, AZ
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p>

### Public Content

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Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

#### Rationale:

The Academy deepens the capacity of the 21st century district and school leaders to make changes required for all students to demonstrate the 5cs. The team will engage in collaborative project based learning experiences to help design and implement solutions to address the district's specific 5s problems of practice; learn best practices in 21st century education leadership; and understand how to use EdLeader 21 implementation tools.

### Administrative Content

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### Executive Content

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### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 Approval for RSD Staff to Attend EdLeader21 Annual Conference In Atlanta, GA Oct. 2-5, 2017
Access	Public
Type	Action (Consent)
Dollar Amount	25,500.00
Budget Source	LCFF
Recommended Action	Staff recommend approval of sending 14 staff members to participate in EdLeader 21 Annual Conference.

### Public Content

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Ed Leader 21 is focused on integrating the 5C's (critical thinking, communication, collaboration, caring and creativity) into education. This conference will provide professional development for leaders to support the District to become a world class learning organization.

We are seeking approval to send 14 staff members including the Assistant Superintendent of Educational Services, Director of Technology, Middle and Elementary Site Principal, teachers, union reps. and Board Members.

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*









### **Agenda Item Details**

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 Approval of Contract with Lawrence Interactive Media (Info/Action) Supt Puglisi
Access	Public
Type	Action (Consent)
Dollar Amount	39,300.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approval of the Contract Renewal with Lawrence Media FY 1718
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

### **Public Content**

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Lawrence Interactive Media will provide updates, cleanup, improve navigation and add content to all site and district office websites.

[WolfWebDevFY1718.pdf \(57 KB\)](#)

[WolfMainteSecurityFY1718.pdf \(58 KB\)](#)

### **Administrative Content**

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### **Executive Content**

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*





Lawrence Media  
INTERACTIVE

Lawrence Media Interactive  
805-744-7177

681 Delphinium Pl.  
Oxnard, California  
93036  
United States

**Billed To**  
Sonia Cervantez  
Rio School District  
2500 E. Vineyard Avenue  
Oxnard  
United States

**Estimate Date**  
06/01/2017

**Estimate Number**  
00549

**Estimate Total (USD)**  
**\$24,000.00**

WEB DEVELOPMENT CONTRACT (July 1, 2017 - June 30, 2018)

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Description	Rate	Qty	Line Total
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<b>DESCRIPTION:</b>	<b>\$2,000.00</b>	<b>12</b>	<b>\$24,000.00</b>
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Monthly agreement for website development and integration of all 10 websites of the Rio School District - as needed and NOT TO EXCEED.

Provide monthly website work and development services including the following:

- 
- **New Integration** - Working with schools to leverage social media, student projects, media, and learning systems into the website, to better showcase work and development at schools.
  - **New STEAM Website** - Build and roll out a new website to begin to showcase the new K-8 STEAM Campus.
  - **Teacher Help** - Provide regular training and development for teachers to build their own pages, hubs or portals to showcase student work and provide space for students and parents to access information.
  - **Intranet Structure** - Build a hub/pages for teachers, admins and staff to access information securely, separate from the public access areas of the site.
  - **Calendar Integration** - Help staff and schools better integration google calendar functions into their websites.
  - **Other Projects** - This includes other project that may come up and be approved by Rio Schools Superintendent, Board and staff.

	<b>Subtotal</b>	<b>24,000.00</b>
	<b>Tax</b>	<b>0.00</b>
	<b>Estimate Total (USD)</b>	<b>\$24,000.00</b>

**Terms**

Please accept this estimate as soon as possible, by clicking on the ACCEPT button on the top. This is an ANNUAL DEVELOPMENT CONTRACT. This is a NOT TO EXCEED contract, which will be invoiced monthly for work completed. Billing rate is \$85.00 / hr with a 15% education discount to be applied to invoices. Late charges of 1.5% of the amount due will be assessed on any balance past 30 days.





Lawrence Media  
INTERACTIVE

Lawrence Media Interactive  
805-744-7177

681 Delphinium Pl.  
Oxnard, California  
93036  
United States

**Billed To**  
Sonia Cervantez  
Rio School District  
2500 E. Vineyard Avenue  
Oxnard  
United States

**Estimate Date**  
06/01/2017

**Estimate Number**  
00550

**Estimate Total (USD)**  
**\$15,300.00**

This is the annual MAINTENANCE, SECURITY and MONITORING CONTRACT (July 1, 2017 - June 30, 2018). (\$150/per site/month). It is based on 2015 pricing and includes a 15% education discount.

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Description	Rate	Qty	Line Total
Monthly Maintenance Website Maintenance, Security, & Monitoring Contract (July 1, 2017 - Jun 30, 2018)	\$1,500.00	12	\$18,000.00
Notes Monthly agreement to maintain and monitor the 10 websites of the Rio School District. * Provide monthly services including the following:	\$0.00	1	\$0.00

- Maintenance & Compatibility - Fix issues that come up with compatibility, problems with menus, widgets, pages and posts.
- Structural Updates - Monthly updates to WordPress software, WP Themes, and WP plugins
- Security & Monitoring - Monthly scans, monitoring, and security checks for breaches, and include fix and patches when needed.
- Feedback & Guidance - Provide regular feedback and suggestions for changes, upgrades and improvements to the sites.

Subtotal	18,000.00
15% Discount	-2,700.00
Tax	0.00
<b>Estimate Total (USD)</b>	<b>\$15,300.00</b>

### Terms

Please accept this estimate as soon as possible, by clicking on the ACCEPT button on the top. By accepting this quote I understand that every job requires a 30% deposit for labor and full payment for hosting services, in order to begin. The remainder is billed in parts until complete. Final payment is due at the completion of the job, no more than 10 days after the final billing. Late charges of 1.5% of the amount due will be assessed, each month thereafter.







### **Agenda Item Details**

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<b>Meeting</b>	Jun 21, 2017 - RSD Regular Board Meeting
<b>Category</b>	9. Consent
<b>Subject</b>	9.9 Approval of the 2017/2018 Bell Schedules
<b>Access</b>	Public
<b>Type</b>	Action (Consent)
<b>Fiscal Impact</b>	No
<b>Recommended Action</b>	It is recommended the board approve the 2017/2018 School Bell Schedules.
<b>Goals</b>	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### **Public Content**

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**Speaker:** Carolyn Bernal

#### **Rationale:**

The District has reviewed instructional minutes worksheets for all schools for compliance with the California Department of Education instructional minutes requirements, collective bargaining agreements, transportation schedules, food services, fiscal services and educational services.

The attached bell schedules align with the approved Student Calendar for 2017-18. These bell schedules provide the following daily:

- a. 260 instructional minutes daily in Kindergarten (through October 31, 2017); 302 instructional minutes (November 1); 230 minutes on minimum days beginning November 1;
- b. 302 instructional minutes in grades 1-3; 230 minutes on minimum days;
- c. 318 instructional minutes in grades 4-5; 240 minutes on minimum days;
- d. 331 instructional minutes in grades 6-8; 240 minutes on minimum days;

School start and end times are staggered in order to provide transportation services cost effectively. Bell schedules may be brought back in subsequent months for any adjustments necessary to recess or lunch times.

[1718 Bell Schedules.pdf \(6,127 KB\)](#)

### **Administrative Content**

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# Rio del Norte School

2500 Lobelia Drive

Oxnard, CA 93036

Telephone: (805) 604-1412 FAX: (805) 604-1792

## Bell Schedule 2017-2018



**Daily:** 7:15-7:35 a.m.-Breakfast Served / 7:30-7:45 a.m.-Gates Open / 7:40 a.m.-Warning Bell / 7:45a.m.- Tardy Bell

**Inclement Weather:** (Lunch Schedules begin at same time for inclement weather, but are all 35 minutes in length.)

### Regular Schedule

#### **KINDERGARTEN:** (302 Instructional Minutes)

Please find the attached kindergarten schedule

#### **FIRST GRADE:** (302 Instructional Minutes)

7:45 a.m. - 9:30 a.m.	(105)	Instruction
9:30 a.m. - 9:48 a.m.	(18)	Morning Recess
9:48 a.m. - 11:45 a.m.	(117)	Instruction
11:45 a.m. - 12:25 p.m.	(40)	Lunch/Recess
12:25 p.m. - 1:20 p.m.	(55)	Instruction
1:20 p.m. - 1:35 p.m.	(15)	Recess
1:35 p.m.-2:00 p.m.	(25)	Instruction

#### **SECOND GRADE:** (302 Instructional Minutes)

7:45 a.m. - 9:30 a.m.	(105)	Instruction
9:30 a.m. - 9:48 a.m.	(18)	Morning Recess
9:48 a.m. - 11:55 a.m.	(127)	Instruction
11:55 a.m. - 12:35 p.m.	(40)	Lunch/Recess
12:35 p.m. - 1:20 p.m.	(45)	Instruction
1:20 p.m. - 1:35 p.m.	(15)	Recess
1:35 p.m.-2:00 p.m.	(25)	Instruction

#### **THIRD GRADE:** (302 Instructional Minutes)

7:45 a.m.-10:00 a.m.	(135)	Instruction
10:00 a.m.- 10:18 a.m.	(18)	Morning Recess
10:18 a.m.-12:05 p.m.	(107)	Instruction
12:05 p.m.-12:45 p.m.	(40)	Lunch/Recess
12:45 p.m.-1:20 p.m.	(35)	Instruction
1:20 p.m. - 1:35 p.m.	(15)	Recess
1:35 p.m.-2:00 p.m.	(25)	Instruction

#### **FOURTH GRADE:** (318 Instructional Minutes)

7:45a.m. - 10:00 a.m.	(135)	Instruction
10:00 a.m. - 10:17 a.m.	(17)	Morning Recess
10:17 a.m. - 12:15 p.m.	(118)	Instruction
12:15 p.m. - 12:55 p.m.	(40)	Lunch/Recess
12:55 p.m. - 2:00 p.m.	(65)	Instruction

#### **FIFTH GRADE:** (318 Instructional Minutes)

7:45a.m. - 10:00 a.m.	(135)	Instruction
10:00 a.m. - 10:17 a.m.	(17)	Morning Recess
10:17 a.m. - 12:25 p.m.	(128)	Instruction
12:25 p.m. - 1:05 p.m.	(40)	Lunch/Recess
1:05 p.m. - 2:00 p.m.	(55)	Instruction

### MINIMUM DAY SCHEDULE

#### **FIRST GRADE:** (230 Instructional Minutes)

7:45 a.m. - 9:15 a.m.	(90)	Instruction
9:15 a.m. - 9:30 a.m.	(15)	Morning Recess
9:30 a.m. - 10:45 a.m.	(75)	Instruction
10:45 a.m. - 11:25 a.m.	(40)	Lunch/Recess
11:25 a.m. - 12:30 p.m.	(65)	Instruction

#### **SECOND GRADE:** (230 Instructional Minutes)

7:45 a.m. - 9:15 a.m.	(90)	Instruction
9:15 a.m. - 9:30 a.m.	(15)	Morning Recess
9:30 a.m. - 10:55 a.m.	(85)	Instruction
10:55 a.m. - 11:35 a.m.	(40)	Lunch/Recess
11:35 a.m. - 12:30 p.m.	(55)	Instruction

#### **THIRD GRADE:** (230 Instructional Minutes)

7:45 a.m.- 9:45 a.m.	(120)	Instruction
9:45 a.m.-10:00 a.m.	(15)	Morning Recess
10:00 a.m.-11:05 a.m.	(65)	Instruction
11:05 a.m.-11:45 a.m.	(40)	Lunch/Recess
11:45 a.m.-12:30 p.m.	(45)	Instruction

#### **FOURTH GRADE:** (240 Instructional Minutes)

7:45 a.m. - 9:50 a.m.	(125)	Instruction
9:50 a.m.-10:00 a.m.	(10)	Morning Recess
10:00 a.m. - 11:15 a.m.	(75)	Instruction
11:15 a.m. - 11:50 p.m.	(35)	Lunch/Recess
11:50 a.m. - 12:30 p.m.	(40)	Instruction

#### **FIFTH GRADE:** (240 Instructional Minutes)

7:45 a.m. - 9:50 a.m.	(125)	Instruction
9:50 a.m. - 10:00 a.m.	(10)	Morning Recess
10:00 a.m. - 11:25 a.m.	(85)	Instruction
11:25 a.m. - 12:00 p.m.	(35)	Lunch/Recess
12:00 p.m.-12:30 p.m.	(30)	Instruction

*Note: The first and last day of school, conference days, and several other days throughout the year are minimum days. Please refer to our academic calendar.*

Breakfast is served in the cafeteria from 7:15-7:35 a.m.

Serving ends at 7:35 a.m.

Playground Supervision begins at 7:30 a.m.

Revised 6/5/17



# Rio del Norte School

2500 Lobelia Drive

Oxnard, CA 93036

Telephone: (805) 604-1412 FAX: (805) 604-1792

Bell Schedule 2017-2018



## Kindergarten Shortened Day Schedule (8/22-10/31)

From August 22, 2017, through October 31, 2017, kindergartners have a Shortened Day Schedule (below). The Regular Day Schedule will begin on November 1, 2017. Minimum Days are on select days throughout the year. Please look at the District Calendar closely for a list of minimum days.

## Kindergarten Shortened Day Bell Schedule (8/22 - 10/31/16)

<b>Shortened Day Kinder: (260 Instructional Minutes)</b>
7:45 a.m.-10:25 a.m. (160) Instruction
10:25 a.m.-11:05 a.m. (40) Lunch
11:05 a.m.-12:45 p.m. (100) Instruction
<b>Minimum Day Schedule: (230 Instructional Minutes)</b>
7:45 a.m.-9:00 a.m. (75) Instruction
9:00 a.m.-9:15 a.m. (15) Recess
9:15 a.m.-10:25 a.m. (70) Instruction
10:25 a.m.-11:00 a.m. (35) Lunch
11:00 a.m.-12:25 p.m. (85) Instruction
<b>Regular Day Schedule (302 Instructional Minutes)</b>
7:45 a.m.-9:00 a.m. (75) Instruction
9:00 a.m.-9:15 a.m. (15) Recess
9:15 a.m.-11:00 a.m. (105) Instruction
11:00 a.m.-11:40 a.m. (40) Lunch
11:40 a.m.-12:45 p.m. (65) Instruction
12:45 p.m.-12:58 p.m. (13) Recess
12:58 p.m.-1:55 p.m. (57) Instruction
*1 <sup>st</sup> -5 <sup>th</sup> grade dismissal at 2:00 p.m.

<b>Transitional Kinder (230 Instructional Minutes)</b>
7:45 a.m.-10:30 a.m. (165) Instruction
10:30 a.m.-11:10 a.m. (40) Lunch
11:10 a.m.-12:15 p.m. (65) Instruction
12:15 a.m.-12:45 p.m. (30) Intervention Time***
***From August 22, 2017 through October 31, 2017, all TK students will attend for 230 instructional minutes per day and be released at 12:15pm. ***Beginning November 1st, students who are working below grade level will receive 30 minutes of additional instruction through small group intervention and be dismissed at 12:45pm.

Breakfast is served in the cafeteria from 7:15-7:35 a.m.

Serving ends at 7:35 a.m.

Playground Supervision begins at 7:30 a.m.

Revised 6/5/17



**2017-2018**  
**Rio Lindo School**  
 Office Hours: 7:30-4:00 p.m.  
 School Begins / Escuela Comienza 8:00 a.m.



### Daily Schedule / Horario de Día Regular

2131 Snow Avenue  
 Oxnard, CA 93036  
 P: 805.485.3113  
 F: 805.981.7738  
[www.rioschools.org](http://www.rioschools.org)

Breakfast served in the cafeteria every morning from 7:30 – 7:55 a.m.  
 El desayuno se sirve en la cafetería cada mañana de las 7:30 – 7:55 a.m.

**\*Warning bell for students 7:57 a.m. / Campana de advertencia para estudiantes 7:57 a.m.**

### Regular Schedule / Día Regular

<u>TK</u> (230 Inst. Min. + 30 Inst. Min. Intervention)	<u>Kindergarten **</u> (302 Inst. Min.)	<u>Grade 1</u> (302 Inst. Min.)	<u>Grade 2</u> (302 Inst. Min.)
8:00 - 8:40 Inst. Min.(40)	8:00-8:55 Inst. Min. (55)	8:00-9:15 Inst. Min. (75)	8:00-9:33 Inst. Min. (93)
8:40 - 8:55 Recess(15)	8:55-9:13 Recess (18)	9:15-9:33 Recess (18)	9:33-9:51 Recess (18)
8:55 -10:40 Inst.Min.(105)	9:13-11:00 Inst. Min (107)	9:33-11:20 Inst. Min (107)	9:51-11:40 Inst. Min. (109)
10:40-11:20 Lunch (40)	11:00-11:40 Lunch (40)	11:20-12:00 Lunch (40)	11:40-12:20 Lunch (40)
11:20-12:45 Inst. Min.(85)	11:40-1:15 Inst. Min. (95)	12:00-1:20 Inst. Min. (80)	12:20-1:20 Inst. Min. (60)
*12:50-1:20 TK Intervention Group Grupo de Intervención TK	1:15-1:30 Recess (15) 1:30-2:15 Inst. Min. (45)	1:20-1:35 Recess (15) 1:35-2:15 Inst. Min (40)	1:20-1:35 Recess (15) 1:35-2:15 Inst. Min. (40)

\*TK Intervention for identified students only.  
 \* Intervención de TK - Sólo los estudiantes identificados

<u>Grade 3</u> (302 Inst. Min.)	<u>Grade 4</u> (318 Inst. Min.)	<u>Grade 5</u> (318 Inst. Min.)
8:00-9:51 Inst. Min. (111)	8:00-10:09 Inst. Min. (129)	8:00-10:26 Inst. Min. (146)
9:51-10:09 Recess (18)	10:09-10:26 Recess (17)	10:26-10:43 Recess (17)
10:09-11:55 Inst. Min. (106)	10:26-12:20 Inst. Min. (114)	10:43-12:40 Inst. Min. (117)
11:55-12:35 Lunch (40)	12:20-1:00 Lunch (40)	12:40-1:20 Lunch (40)
12:35-1:35 Inst. Min (60)	1:00-2:15 Inst. Min. (75)	1:20-2:15 Inst. Min. (55)
1:35-1:50 Recess (15)		
1:50-2:15 Inst. Min (25)		

**Supervision on the playground begins at 7:45 a.m.**  
**Supervisión en el campo empieza a las 7:45 a.m.**

\*\*Kindergarten will be on a shortened day schedule (dismissal at 12:55) from August 22, 2017 – October 31, 2017. Regular Day schedule will commence on November 1, 2017.

\*\*Kindergarten estara en horario de día corto (salida a las 12:55) a partir de agosto 22, 2017 hasta el 31 de octubre 2017. Calendario de Día Regular comenzará el 1 de noviembre de 2017.

2017-2018  
**Rio Lindo School**  
 Office Hours: 7:30-4:00 p.m.  
 School Begins / Escuela Comienza 8:00 a.m.



## Minimum Day Schedule / Horario de Día Minimo

Breakfast served in the cafeteria every morning from 7:30 – 7:55 a.m.  
 El desayuno se sirve en la cafeteria cada mañana de las 7:30 – 7:55 a.m.

2131 Snow Avenue  
 Oxnard, CA 93036  
 P: 805.485.3113  
 F: 805.981.7738  
[www.rioschools.org](http://www.rioschools.org)

\*Warning bell for students 7:57 a.m. / Campana de advertencia par estudiantes 7:57 a.m.

## Minimum Day Schedule / Día Minimo

<u>TK</u> (230 Inst. Min.)	<u>Kindergarten</u> (230 Inst. Min.)	<u>Grade 1</u> (230 Inst. Min.)	<u>Grade 2</u> (230 Inst. Min.)
8:00 - 8:40 Inst. Min.(40)	8:00-9:00 Inst. Min. (60)	8:00-9:15 Inst. Min. (75)	8:00-9:15 Inst. Min. (75)
8:40 - 8:55 Recess(15)	8:55-9:15 Recess (20)	9:15-9:35 Recess (20)	9:15-9:35 Recess (20)
8:55 -10:30 Inst.Min(95)	9:20-10:45 Inst. Min. (85)	9:35-11:05 Inst. Min. (90)	9:35-11:20 Inst. Min. (105)
10:30-11:10 Lunch(40)	10:45-11:25 Lunch (40)	11:05-11:45 Lunch (40)	11:20-12:00 Lunch (40)
11:10-12:45 Inst. Min(95)	11:25-12:50 Inst. Min. (85)	11:45-12:50 Inst. Min (65)	12:00-12:50 Inst. Min. (50)

<u>Grade 3</u> (230 Inst. Min.)	<u>Grade 4</u> (240 Inst. Min.)	<u>Grade 5</u> (240 Inst. Min.)
8:00-9:40 Inst. Min. (100)	8:00-10:05 Inst. Min. (125)	8:00-10:05 Inst. Min. (125)
9:40-10:00 Recess (20)	10:05-10:20 Recess (15)	10:05-10:20 Recess (15)
10:00-11:35 Inst. Min. (95)	10:20-11:45 Inst. Min. (85)	10:20-12:12 Inst. Min. (112)
11:35-12:15 Lunch (40)	11:45-12:20 Lunch (35)	12:12-12:47 Lunch (35)
12:15-12:50 Inst. Min. (35)	12:20-12:50 Inst. Min (30)	12:47-12:50 Inst. Min. (3)

Supervision on the playground begins at 7:45 a.m.  
 Supervisión en el campo empieza a las 7:45 a.m.

### Rainy Day Lunch (35min)

<u>TK</u> 10:20-10:55					
<u>Kindergarten</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
10:40-11:15	11:20-11:55	11:45-12:20	12:10-12:45	12:30-1:05	12:45-1:20

2017-2018  
Rio Lindo School  
Office Hours: 7:30-4:00 p.m.  
School Begins / Escuela Comienza 8:00 a.m.



2131 Snow Avenue  
Oxnard, CA 93036  
P: 805.485.3113  
F: 805.981.7738  
[www.rioschools.org](http://www.rioschools.org)

## Kindergarten Schedule Shortened Day

**August 22, 2017 – October 31, 2017**

**Kindergarten (260 Inst. Min.)**

8:00 -11:00	Inst. Min (180)
11:00-11:35	Lunch (35)
11:35-12:55	Inst. Min (80)

Kindergarten will be on a shortened day schedule (dismissal at 12:55) from August 22, 2017 – October 31, 2017. Regular Day schedule will commence on November 1, 2017.

Kindergarten estara en horario de día corto (salida a las 12:55) a partir de agosto 22, 2017 hasta el 31 de octubre 2017. Calendario de Día Regular comenzará el 1 de noviembre de 2017.



# Rio Plaza Elementary School Bell Schedule

## 2017-2018 TK to Grade 5

### Regular Day Schedule

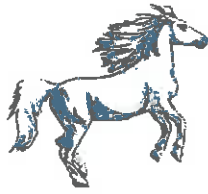
August 22 - October 31	November 1 - June 14		
<b>Kinder (260*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:55 (165*)</b> 10:55-11:37 (42) Lunch <b>11:37-1:12 (95*)</b>	<b>Kinder (302*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-9:10 (60*)</b> 9:10-9:25 (15) Recess <b>9:25-10:55 (90*)</b> 10:55-11:37 (42) Lunch <b>11:37-1:05 (88*)</b> 1:05-1:21 (16) Recess <b>1:21-2:25 (64*)</b>	<b>Grade 1 (302*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-9:28 (78*)</b> 9:28-9:44 (16) Recess <b>9:44-11:25 (101*)</b> 11:25-12:07 (42) Lunch <b>12:07-1:00 (53*)</b> 1:00-1:15 (15) Recess <b>1:15-2:25 (70*)</b>	<b>Grade 2 (302*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-9:44 (94*)</b> 9:44-10:00 (16) Recess <b>10:00-11:40 (100*)</b> 11:40-12:22 (42) Lunch <b>12:22-1:15 (53*)</b> 1:15-1:30 (15) Recess <b>1:30-2:25 (55*)</b>
<b>Grade 3 (302*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:00 (110*)</b> 10:00-10:16 (16) Recess <b>10:16-11:55 (99*)</b> 11:55-12:37 (42) Lunch <b>12:37-1:30 (53*)</b> 1:30-1:45 (15) Recess <b>1:45-2:25 (40*)</b>	<b>Grades 4 (318*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:16 (126*)</b> 10:16-10:28 (12) Recess <b>10:28-12:10 (102*)</b> 12:10-12:45 (35) Lunch <b>12:45-1:25 (40*)</b> 1:25-1:35 (10) Recess <b>1:35-2:25 (50*)</b>	<b>Grades 5 (318*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:16 (126*)</b> 10:16-10:28 (12) Recess <b>10:28-12:20 (112*)</b> 12:20-12:55 (35) Lunch <b>12:55-1:25 (30*)</b> 1:25-1:35 (10) Recess <b>1:35-2:25 (50*)</b>	Instructional Minutes are indicated in parentheses using the format (xxx*)

### Rainy Day Lunch

<b>Grades TK</b>	<b>Grades K</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3/4</b>	<b>Grade 4/5</b>
10:15-10:50	10:15-10:50	10:50-11:25	11:25-12:00	12:00-12:35	12:35-1:10

### Transitional Kindergarten

Regular Day	Intervention	Notes:
August 22 - October 31	November 1 - June 14	
<b>TK (230*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:55 (165*)</b> 10:55-11:37 (42) Lunch <b>11:37-12:42 (65*)</b>	<b>TK (230*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:55 (165*)</b> 10:55-11:37 (42) Lunch <b>11:37-12:42 (65*)</b> <i>Intervention Support</i> <b>12:42-1:12 (30**)</b>	**Intervention Support: Students who are working below grade level will receive 30 minutes of additional instruction through small group intervention. Students working above grade level may receive extended support. These minutes are not included in the daily total.



## Rio Plaza Elementary School Bell Schedule 2017-2018 Kinder to Grade 5

Minimum Day Schedule													
<b>Kinder (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-9:15 (60*)</b> 9:15-9:30 (15) Recess <b>9:30-10:45 (75*)</b> 10:45-11:30 (40) Lunch <b>11:30-1:05 (95*)</b>	<b>Grades 1 (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-9:30 (75*)</b> 9:30-9:45 (15) Recess <b>9:45-11:20 (95*)</b> 11:20-12:05 (45) Lunch <b>12:05-1:05 (60*)</b>	<b>Grades 2 (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-9:45 (90*)</b> 9:45-10:00 (15) Recess <b>10:00-11:35 (95*)</b> 11:35-12:20 (40) Lunch <b>12:20-1:05 (45*)</b>	<b>Grade 3 (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-10:00 (105*)</b> 10:00-10:15 (15) Recess <b>10:15-11:50 (95*)</b> 11:50-12:35 (40) Lunch <b>12:35-1:05 (30*)</b>										
<b>Grade 4 (240*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:15 (125*)</b> 10:15-10:30 (15) Recess <b>10:30-12:05 (95*)</b> 12:05-12:45 (40) Lunch <b>12:45-1:05 (20*)</b>	<b>Grade 5 (240*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:15 (125*)</b> 10:15-10:30 (15) Recess <b>10:30-12:25 (115*)</b> 12:25-1:05 (40) Lunch	<h3 style="margin: 0;">Minimum Days</h3> <table style="width: 100%; margin: 10px 0;"> <tr> <td style="width: 50%;">August 22, 2017</td> <td style="width: 50%;">February 28, 2018</td> </tr> <tr> <td>September 29, 2017</td> <td>March 7-9, 2018</td> </tr> <tr> <td>November 13-17, 2017</td> <td>April 30, 2018</td> </tr> <tr> <td>December 21, 2017</td> <td>May 31, 2018</td> </tr> <tr> <td>January 31, 2018</td> <td>June 14, 2018</td> </tr> </table>		August 22, 2017	February 28, 2018	September 29, 2017	March 7-9, 2018	November 13-17, 2017	April 30, 2018	December 21, 2017	May 31, 2018	January 31, 2018	June 14, 2018
August 22, 2017	February 28, 2018												
September 29, 2017	March 7-9, 2018												
November 13-17, 2017	April 30, 2018												
December 21, 2017	May 31, 2018												
January 31, 2018	June 14, 2018												



Rio del Mar School  
 3150 Thames River Drive  
 Oxnard, CA 93036  
 Telephone: (805) 485-0560



## Bell Schedule 2017-2018

Breakfast Served 7:40-8:05 am    Gates Open 8:00-8:15 am    Warning Bell 8:10 am    Tardy Bell 8:15 am

**Inclement Weather:** Lunch Schedules begin at same time for inclement weather, but are 35 minutes in length.

### REGULAR SCHEDULE

**KINDERGARTEN:** (302 Instructional Minutes)  
 Please see opposite for kindergarten schedule

**FIRST GRADE:** (302 Instructional Minutes)  
 8:15 a.m. - 9:55 a.m. (100) Instruction  
 9:55 a.m. - 10:10 a.m. (15) Morning Recess  
 10:10 a.m. - 11:30 a.m. (80) Instruction  
 11:30 a.m. - 12:10 p.m. (40) Lunch/Recess  
 12:10 p.m. - 1:30 p.m. (80) Instruction  
 1:30 p.m. - 1:40 p.m. (10) Recess  
 1:40 p.m. - 2:22 p.m. (42) Instruction

**SECOND GRADE:** (302 Instructional Minutes)  
 8:15 a.m. - 9:55 a.m. (100) Instruction  
 9:55 a.m. - 10:10 a.m. (15) Morning Recess  
 10:10 a.m. - 11:45 a.m. (95) Instruction  
 11:45 a.m. - 12:25 p.m. (40) Lunch/Recess  
 12:25 p.m. - 1:30 p.m. (65) Instruction  
 1:30 p.m. - 1:40 p.m. (10) Recess  
 1:40 p.m. - 2:22 p.m. (42) Instruction

**THIRD GRADE:** (302 Instructional Minutes)  
 8:15 a.m. - 9:55 a.m. (100) Instruction  
 9:55 a.m. - 10:10 a.m. (15) Morning Recess  
 10:10 a.m. - 12:00 p.m. (110) Instruction  
 12:00 p.m. - 12:40 p.m. (40) Lunch/Recess  
 12:40 p.m. - 1:30 p.m. (50) Instruction  
 1:30 p.m. - 1:40 p.m. (10) Recess  
 1:40 p.m. - 2:22 p.m. (42) Instruction

**FOURTH GRADE:** (318 Instructional Minutes)  
 8:15 a.m. - 10:15 a.m. (120) Instruction  
 10:15 a.m. - 10:30 a.m. (15) Morning Recess  
 10:30 a.m. - 12:15 p.m. (105) Instruction  
 12:15 p.m. - 12:55 p.m. (40) Lunch/Recess  
 12:55 p.m. - 2:28 p.m. (93) Instruction

**FIFTH GRADE:** (318 Instructional Minutes)  
 8:15 a.m. - 10:15 a.m. (120) Instruction  
 10:15 a.m. - 10:30 a.m. (15) Morning Recess  
 10:30 a.m. - 12:30 p.m. (120) Instruction  
 12:30 p.m. - 1:10 p.m. (40) Lunch/Recess  
 1:10 p.m. - 2:28 p.m. (78) Instruction

### MINIMUM DAY SCHEDULE

**FIRST GRADE:** (230 Instructional Minutes)  
 8:15 a.m. - 9:30 a.m. (75) Instruction  
 9:30 a.m. - 9:45 a.m. (15) Morning Recess  
 9:45 a.m. - 11:00 a.m. (75) Instruction  
 11:00 a.m. - 11:40 p.m. (40) Lunch/Recess  
 11:40 p.m. - 1:00 p.m. (80) Instruction

**SECOND GRADE:** (230 Instructional Minutes)  
 8:15 a.m. - 9:30 a.m. (75) Instruction  
 9:30 a.m. - 9:45 a.m. (15) Morning Recess  
 9:45 a.m. - 11:15 a.m. (90) Instruction  
 11:15 a.m. - 11:55 p.m. (40) Lunch/Recess  
 11:55 p.m. - 1:00 p.m. (65) Instruction

**THIRD GRADE:** (230 Instructional Minutes)  
 8:15 a.m. - 9:30 a.m. (75) Instruction  
 9:30 a.m. - 9:45 a.m. (15) Morning Recess  
 9:45 a.m. - 11:30 a.m. (105) Instruction  
 11:30 a.m. - 12:10 p.m. (40) Lunch/Recess  
 12:10 p.m. - 1:00 p.m. (50) Instruction

**FOURTH GRADE:** (240 Instructional Minutes)  
 8:15 a.m. - 10:00 a.m. (105) Instruction  
 10:00 a.m. - 10:15 a.m. (15) Morning Recess  
 10:15 a.m. - 11:45 a.m. (90) Instruction  
 11:45 a.m. - 12:25 p.m. (40) Lunch/Recess  
 12:25 p.m. - 1:10 p.m. (45) Instruction

**FIFTH GRADE:** (240 Instructional Minutes)  
 8:15 a.m. - 10:00 a.m. (105) Instruction  
 10:00 a.m. - 10:15 a.m. (15) Morning Recess  
 10:15 a.m. - 12:00 p.m. (105) Instruction  
 12:00 p.m. - 12:40 p.m. (40) Lunch/Recess  
 12:40 p.m. - 1:10 p.m. (30) Instruction

Please refer to the District Calendar for a list of our 15 minimum days (which includes parent conference dates.)

*Revised based on input on 6/11/17*



Rio del Mar School  
 3150 Thames River Drive  
 Oxnard, CA 93036  
 Telephone: (805) 485-0560



## Bell Schedule 2017-2018

### Kindergarten Shortened Day Schedule (8/25-10/28)

From August 22, 2017, through October 31, 2017 kindergarteners will be on the shortened day schedule.  
 The regular and minimum day schedule will begin November 1, 2017

<b>Shortened Day Kinder: (260 Instructional Minutes)</b>	8/22-10/31/17
8:15 a.m.-9:40 a.m. (85) Instruction	
9:40 a.m.-9:55 a.m. (15) Recess (K-1 and K-2 10:00-10:15)	
9:55 a.m.-11:15 a.m. (80) Instruction	
11:15 a.m.-11:55 a.m. (40) Lunch	
11:55 a.m. - 1:30 p.m. (95) Instruction	
<b>Minimum Day Schedule Kinder: (230 Instr. Minutes)</b>	11/1/17-6/14/18
8:15 a.m.-9:25 a.m. (70) Instruction	
9:25 a.m.-9:40 a.m. (15) Recess (K-1 and K-2 9:45-10:00)	
9:40 a.m.-10:45 a.m. (65) Instruction	
10:45 a.m.-11:25 a.m. (40) Lunch	
11:25 a.m.-1:00 p.m. (95) Instruction	
<b>Regular Day Schedule Kinder (302 Instr. Minutes)</b>	11/1/17-6/14/18
8:15 a.m.-9:40 a.m. (85) Instruction	
9:40 a.m.-9:55 a.m. (15) Recess (K-1 and K-2 10:00-10:15)	
9:55 a.m.-11:15 a.m. (80) Instruction	
11:15 a.m.-11:55 a.m. (40) Lunch	
11:55 a.m. - 1:20 p.m. (85) Instruction	
1:20 p.m.- 1:30 p.m. (10) Recess (Room 3 1:35-1:45 pm)	
1:55 p.m.-2:22 p.m. (27) Instruction	
<b>Transitional Kindergarten (TK) (230 Instructional Minutes)</b>	8/22-6/14/17
8:15 a.m.-10:00 a.m. (105) Instruction	
10:00 a.m.-10:15 a.m. (15) Recess	
10:15 a.m.-11:15 a.m. (60) Instruction	
11:15 a.m.-11:55 a.m. (40) Lunch	
11:55 a.m. - 1:00 p.m. (65) Instruction	
1:00 pm - 1:30 pm (30) Intervention for designated students*	

\*Transitional Kindergarten students who are **below grade level** as of November 1, will have an **additional 30 minutes of intervention** from 1:00 pm to 1:30 pm daily.

Rev. 6/12/17

Please refer to the District Calendar for a list of our 15 minimum days (which includes parent conference dates.)

Reading based assessment on 6/21/17



**2017 - 2018 Rio Rosales Bell Schedule**  
 1001 Kohala Street Phone: (805) 983-0277 Fax: (805) 983-0617

**KINDERGARTEN:** Kindergarten will be on a shortened day schedule everyday through Tuesday, October 31, 2017 attending 8:10- 1:10 daily (260 Instructional Minutes with a 40 minute lunch).

The Regular and Minimum Day Schedule will begin on Wednesday, November 1, 2017. Please look at the District Calendar closely for a list of all other minimum days.

**SHORTENED DAY - K**

(260 Instructional Minutes)  
 8:05 Warning Bell  
 8:10 Class Begins  
 8:10-11:10 (180) Instruction  
 11:10 - 11:50 (40) Lunch  
 11:50-1:10 (80) Instruction

**REGULAR DAY - K**

(302 instructional Minutes)  
 8:05 Warning Bell  
 8:10 Class Begins  
 8:10-9:50 (100) Instruction  
 9:50-10:05 (15) Recess  
 10:05-11:10 (65) Instruction  
 11:10-11:50 (40) Lunch  
 11:50-1:30 (100) Instruction  
 1:30-1:40 (10) Recess  
 1:40-2:17 (37) Instruction

**MINIMUM DAY - K**

(230 Instructional Minutes)  
 8:05 Warning Bell  
 8:10 Class Begins  
 8:10-9:50 (100) Instruction  
 9:50-10:05 (15) Recess  
 10:05-11:10 (65) Instruction  
 11:10-11:50 (40) Lunch  
 11:50-12:55 (65) Instruction

**TRANSITIONAL KINDERGARTEN:** From August 22, 2017 – October 31, 2017, all TK students will attend for 230 instructional minutes per day and be released at 12:40pm.

\*\*\*Beginning November 1, 2017, small groups of students will receive 30 minutes of additional instruction. The selection will be based on teacher assessments and observation. All students will have the opportunity to participate in the small group intervention.

**TK SCHEDULE**

(230 Instructional Minutes)  
 8:00 Warning Bell  
 8:10 Class Begins  
 8:10 - 11:10 (180) Instruction  
 11:10 - 11:50 (40) Lunch/Recess  
 11:50 - 12:40 (50) Instruction  
 12:40 - 1:10 (30) Intervention Support (Starts 11/01/17)



### FIRST GRADE

#### REGULAR DAY (302 Instructional minutes)

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class Begins
<b>8:10 – 10:10</b>	<b>(120) Instruction</b>
10:10 – 10:25	(15) Recess
<b>10:25 – 11:35</b>	<b>(70) Instruction</b>
11:35 – 12:15	(40) Lunch/Recess
<b>12:15 – 1:30</b>	<b>(75) Instruction</b>
1:30 – 1:40	(10) Recess
<b>1:40 – 2:17</b>	<b>(37) Instruction</b>

#### MINIMUM DAY (230 Instructional Minutes)

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class begins
<b>8:10 – 10:10</b>	<b>(120) Instruction</b>
10:10 – 10:25	(15) Recess
<b>10:25 – 11:35</b>	<b>(70) Instruction</b>
11:35 – 12:15	(40) Lunch/Recess
<b>12:15 – 12:55</b>	<b>(40) Instruction</b>

### SECOND AND THIRD GRADE

#### REGULAR DAY (302 instructional Minutes)

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class Begins
<b>8:10 – 10:10</b>	<b>(120) Instruction</b>
10:10 – 10:25	(15) Recess
<b>10:25 – 12:00</b>	<b>(95) Instruction</b>
12:00 – 12:40	(40) Lunch/Recess
<b>12:40 – 1:30</b>	<b>(50) Instruction</b>
1:30-1:40	(10) Recess
<b>1:40-2:17</b>	<b>(37) Instruction</b>

#### MINIMUM DAY (230 instructional minutes)

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class Begins
<b>8:10-10:10</b>	<b>(120) Instruction</b>
10:10-10:25	(15) Recess
<b>10:25-11:50</b>	<b>(85) Instruction</b>
11:50 -12:30	(40) Lunch/Recess
<b>12:30-12:55</b>	<b>(25) Instruction</b>

### FOURTH AND FIFTH GRADE

#### REGULAR DAY (339 instructional Minutes)

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class Begins
<b>8:10 – 10:30</b>	<b>(140) Instruction</b>
10:30 – 10:45	(15) Recess
<b>10:45 – 12:20</b>	<b>(95) Instruction</b>
12:20 – 1:00	(40) Lunch/Recess
<b>1:00 – 2:23</b>	<b>(83) Instruction</b>

#### MINIMUM DAY (240 instructional minutes)

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class Begins
<b>8:10 -10:30</b>	<b>(140) Instruction</b>
10:30 -10:45	(15) Recess
<b>10:45 -12:10</b>	<b>(85) Instruction</b>
12:10 -12:50	(40) Lunch
<b>12:50 -1:05</b>	<b>(15) Instruction</b>

#### **Inclement Weather Lunch Schedule**

Kindergarten 11:00 -11:35 a.m. (35)

1<sup>st</sup> Grade 11:35-12:05 p.m. (35)

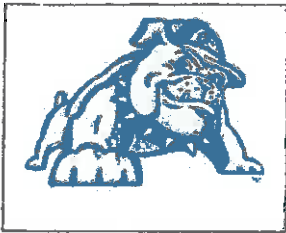
2<sup>nd</sup> & 3<sup>rd</sup> Grades 12:05 -12:35 p.m (35)

4<sup>th</sup> & 5<sup>th</sup> Grades 12:35-1:05 p.m. (35)

1001 Kohala Street, Oxnard, California 93030  
(805) 983.0277 FAX (805) 98.-0617 email: [rhowatt@rioschools.org](mailto:rhowatt@rioschools.org)



Rio Real School  
1140 Kenney Street Oxnard, CA 93036  
2017-2018



Office Hours: 7:30 a.m. – 4:00 p.m.

Warning Bell rings at 7:45

**Regular Schedule / Día Regular**

<b><u>Kindergarten</u></b> (302 Inst. Min.)	<b><u>Grade 1</u></b> (302 Inst. Min.)	<b><u>Grade 2</u></b> (302 Inst. Min.)
7:20-7:45      Breakfast	7:20-7:45      Breakfast/Cafeteria	7:45              Warning Bell
7:48-9:00      Inst. Min. (72)	7:48-9:15      Inst. Min. (87)	7:47-9:15      Inst. Min. (88)
9:00-9:15      Recess (15)	9:15-9:35      Recess (20)	9:15-9:35      Recess (20)
9:15-10:50     Inst. Min. (95)	9:35-11:10     Inst. Min. (95)	9:35-11:30     Inst. Min. (115)
10:50-11:30    Lunch (40)	11:10-11:50    Lunch (40)	11:30-12:10    Lunch (40)
11:30-12:45    Inst. Min (75)	11:50-1:00     Inst. Min. (70)	12:10-1:00     Inst. Min. (50)
12:45-1:00     Recess (15)	1:00-1:18      Recess (18)	1:00-1:19      Recess (19)
1:00-2:00      Inst. Min (60)	1:18-2:08      Inst. Min. (50)	1:19-2:08      Inst. Min. (49)
<b><u>Grade 3</u></b> (302 Inst. Min.)	<b><u>Grade 4</u></b> (318 Inst Min)	<b><u>Grade 5</u></b> (318 Inst. Min.)
7:47-9:35      Inst. Min. (108)	7:47-10:00     Inst. Min (133)	7:47-10:00     Inst. Min. (133)
9:35-9:55      Recess (20)	10:00-10:15    Recess (15)	10:00-10:15    Recess (15)
9:55-11:50     Inst. Min (115)	10:15-12:10    Inst. Min (115)	10:15-12:30    Inst. Min. (135)
11:50-12:30    Lunch (40)	12:10-12:55    Lunch (45)	12:30-1:15      Lunch (45)
12:30-1:20     Inst. Min (50)	12:55-2:05     Inst. Min (70)	1:15-2:05      Inst. Min. (50)
1:20-1:39      Recess (19)		
1:39-2:08      Inst. Min (29)		

Supervision on the playground begins at 7:30 a.m.  
Supervisión en el campo empieza a las 7:30 a.m.

**Regular Schedule Rainy Day Lunch/Horario de día de lluvia**

<b>Kinder</b>	10:25-11:00	<b>3rd Gr</b>	11:50-12:25	
<b>1st Gr</b>	11:00-11:35	<b>4th-5th Gr</b>	12:25-1:00 12:40-1:15	MPR
<b>2nd Gr</b>	11:35-12:10	<b>6th-8th Gr</b>	11:45-12:20	MPR



Rio Real School  
1140 Kenney Street Oxnard, CA 93036  
2017-2018



Office Hours: 7:30 a.m. – 4:00 p.m.

Warning Bell rings at 7:45

### Minimum Day Schedule / Día Mínimo

**Kindergarten** (230 Inst. Min.)

7:20 Breakfast  
7:47-9:00 Inst. Min. (73)  
9:00-9:15 Recess (15)  
9:15-10:30 Inst. Min. (75)  
10:30-11:10 Lunch (40)  
11:10-12:32 Inst. Min (82)

**Grade 1** (230 Inst. Min.)

7:20 Breakfast/Cafeteria  
7:47-9:15 Inst. Min. (88)  
9:15-9:35 Recess (20)  
9:35-10:50 Inst. Min. (75)  
10:50-11:25 Lunch (35)  
11:25-12:32 Inst. Min. (67)

**Grade 2** (230 Inst. Min.)

7:45 Warning Bell  
7:47-9:15 Inst. Min. (88)  
9:15-9:35 Recess (20)  
9:35-11:10 Inst. Min. (95)  
11:10-11:45 Lunch (35)  
11:45-12:32 Inst. Min. (47)

**Grade 3** (230 Inst. Min.)

7:45 Warning Bell  
7:47-9:40 Inst. Min. (113)  
9:40-10:00 Recess (20)  
10:00-11:30 Inst. Min (90)  
11:30-12:05 Lunch (35)  
12:05-12:32 Inst. Min (27)

**Grade 4** (240 Inst Min)

7:47 Warning Bell  
7:47-10:00 Inst. Min (133)  
10:00-10:15 Recess (15)  
10:15-11:50 Inst. Min (95)  
11:50-12:25 Lunch (35)  
12:25-12:37 Inst. Min (12)

**Grade 5** (240 Inst. Min.)

7:58 Warning Bell  
7:47-10:00 Inst. Min. (133)  
10:00-10:15 Recess (15)  
10:15-12:00 Inst. Min. (105)  
12:00-12:35 Lunch (35)  
12:35-12:37 Inst. Min. (2)

**Supervision on the playground begins at 7:45 a.m.**

**Supervisión en el campo empieza a las 7:45 a.m.**

#### **Elementary Minimum Day Rainy Day Lunch**

Kinder	10:00-10:35	3rd Gr	11:00-11:35
1st Gr	10:20-10:55	4th 5th Gr	11:10-11:45 MPR 12:00-12:35
2nd Gr	10:40-11:15	6th-8th Gr	11:45-12:20 MPR



Rio Real School  
 1140 Kenney Street Oxnard, CA 93036  
 2017-2018



**Kindergarten Schedule**  
**August 22 – October 31, 2017**

<b>Regular Day</b>	<b>(260 Inst. Min.)</b>	<b>Minimum Day</b>	<b>(260 Inst Min)</b>
7:47-10:50	Inst. Min (183)	7:47-10:30	Inst. Min (163)
10:50-11:30	Lunch (40)	10:30-11:10	Lunch (40)
11:30-12:47	Inst. Min (77)	11:10-12:47	Inst. Min (97)

\*Kindergarten will be on a shortened day schedule - dismissal at 12:47 from August 22, 2017 – October 31, 2017.

**Regular Day schedule will start on November 1, 2017.**

\*Kindergarten estará en horario de día corto - salida a la 12:47 a partir del 22 de agosto hasta el 31 de octubre 2017.

**Calendario de Día Regular comenzará el 1 de noviembre 2017.**



Rio Real School  
1140 Kenney Street Oxnard, CA 93036  
2017-2018



## Middle School Bell Schedule 2017-2018

Regular Day Schedule		Minimum Day Schedule	
<b>Grades 6-8</b> Inst. Min 331		<b>Grade 6-8</b> Inst. Min 240	
7:58	Warning Bell	7:58	Warning Bell
8:00-8:24	Advisory 24	8:00-8:34	Period 1 34
8:24-9:08	Period 1 44	8:36-9:10	Period 2 34
9:10-9:54	Period 2 44	<b>9:10-9:13</b>	<b>Nutrition</b>
<b>9:54-9:58</b>	<b>Break (5)</b>	9:15-9:49	Period 3 34
10:01-10:45	Period 3 44	9:51-10:26	Period 4 35
10:47-11:31	Period 4 44	10:28-11:02	Period 5 34
<b>11:33-12:13</b>	<b>Lunch (40)</b>	<b>11:02-11:37</b>	<b>Lunch 35</b>
12:15-12:59	Period 5 44	11:39-12:13	Period 6 34
1:01-1:45	Period 6 44	12:15-12:50	Period 7 35
1:47-2:30	Period 7 43		

**Supervision on campus begins at 7:30 a.m.**  
**Supervisión en el campo empieza a las 7:30 a.m.**

### Regular Schedule Rainy Day Lunch

Kinder	10:25-11:00	3rd Gr	11:50-12:25
1st Gr	11:00-11:35	4th-5th Gr	12:25-1:00 MPR 12:40-1:15
2nd Gr	11:35-12:10	6th-8th Gr	11:45-12:20 MPR

### Minimum Day Rainy Day Lunch

Kinder	10:00-10:35	3rd Gr	11:25-12:00
1st Gr	10:35-11:10	4th-5th Gr	12:00-12:35 12:15-12:50
2nd Gr	10:50-11:25	6th-8th Gr	10:40-11:15 MPR



**Rio Vista Middle School**

3050 Thames River Drive Oxnard, CA 93030

Telephone: 805 981-1507 Fax: 805 988-6791

**Rio Vista Middle School Bell Schedule 2017-2018**

<u>Regular Schedule</u>		
<b>Grade 6</b>		
Period 0	7:40 – 8:30	(50)
<i>Warning Bell</i>	8:47 – 8:50	
Period 1	8:50 – 9:43	(53)
Period 2	9:46 – 10:36	(50)
Period 3	10:39 – 11:29	(50)
<i>Lunch (6<sup>th</sup> Grade)</i>	11:29 – 12:05	(36)
Period 4	12:08 – 12:58	(50)
SSR / Enrich. (in Per. 4)	1:01 – 1:24	(23)
Period 5	1:27 – 2:17	(50)
Period 6	2:20 – 3:10	(50)
Return to Period 1	3:10 – 3:15	(5)
<b>Instructional Minutes</b>		<b>331</b>

<u>Regular Schedule</u>		
<b>Grades 7 and 8</b>		
Period 0	7:40 – 8:30	(50)
<i>Warning Bell</i>	8:47 – 8:50	
Period 1	8:50 – 9:43	(53)
Period 2	9:46 – 10:36	(50)
Period 3	10:39 – 11:29	(50)
Period 4	11:32 – 12:22	(50)
<i>Lunch (7<sup>th</sup>/8<sup>th</sup> Grades)</i>	12:22 – 12:58	(36)
SSR / Enrich. (in Per. 4)	1:01 – 1:24	(23)
Period 5	1:27 – 2:17	(50)
Period 6	2:20 – 3:10	(50)
Return to Period 1	3:10 – 3:15	(5)
<b>Instructional Minutes</b>		<b>331</b>

<u>Minimum Day Schedule</u>		
<b>Grade 6</b>		
Period 0	7:50 – 8:30	(40)
<i>Warning Bell</i>	8:47 – 8:50	
Period 1	8:50 – 9:31	(41)
Period 2	9:34 – 10:13	(39)
Period 3	10:15 – 10:55	(39)
<i>Lunch (6<sup>th</sup> Grade)</i>	10:55 – 11:35	(40)
Period 4	11:38 – 12:17	(39)
Period 5	12:20 – 12:59	(39)
Period 6	1:02 – 1:41	(39)
Return to Period 1	1:41 – 1:45	(4)
<b>Instructional Minutes</b>		<b>240</b>

<u>Minimum Day Schedule</u>		
<b>Grades 7 and 8</b>		
Period 0	7:50 – 8:30	(40)
<i>Warning Bell</i>	8:47 – 8:50	
Period 1	8:50 – 9:31	(41)
Period 2	9:34 – 10:13	(39)
Period 3	10:15 – 10:55	(39)
Period 4	10:58 – 11:37	(39)
<i>Lunch (7<sup>th</sup>/8<sup>th</sup> Grades)</i>	11:37 – 12:17	(40)
Period 5	12:20 – 12:59	(39)
Period 6	1:02 – 1:41	(39)
Return to Period 1	1:41 – 1:45	(4)
<b>Instructional Minutes</b>		<b>240</b>

**Supervision**

**8:15 – 8:40 Breakfast Served**

**8:30 – 8:42 Morning Supervision**

**3:07 – 3:22 Afternoon Supervision (Regular Schedule)**

**1:45 – 2:00 Afternoon Supervision (Minimum Day Schedule)**



## Rio Del Valle Middle School Bell Schedule 2017 -2018

<u>Regular Schedule</u>		
<b>Grade 6</b>		
<i>Warning Bell</i>	8:20 – 8:25	(5)
Period 1 Homeroom	8:25 – 8:51	(26)
Period 2	8:54– 9:44	(50)
Period 3	9:47-10:37	(50)
Period 4	10:40-11:30	(50)
Lunch	11:30-12:05	(35)
Period 5	12:08-12:58	(50)
Period 6	1:01- 1:51	(50)
Period 7	1:54-2:44	(50)
Period 8 Tech Return	2:47-2:52	(05)
<b>Instructional Minutes</b>		<b>(331)</b>

<u>Regular Schedule</u>		
<b>Grades 7-8</b>		
<i>Warning Bell</i>	8:20 – 8:25	(5)
Period 1 Homeroom	8:25 –8:51	(26)
Period 2	8:54-9:44	(50)
Period 3	9:47-10:37	(50)
Period 4	10:40-11:30	(50)
Period 5	11:33-12:23	(50)
Lunch	12:23-12:58	(35)
Period 6	1:01-1:51	(50)
Period 7	1:54- 2:44	(50)
Period 8 Tech Return	2:47-2:52	(5)
<b>Instructional Minutes</b>		<b>(331)</b>

<u>Minimum Day Schedule</u>		
<b>Grade 6</b>		
<i>Warning Bell</i>	8:20 – 8:25	(5)
Period 1 Homeroom	8:25-8:38	(13)
Period 2	8:41-9:18	(37)
Period 3	9:21-9:58	(37)
Lunch	9:58-10:33	(35)
Period 4	10:36-11:13	(37)
Period 5	11:16-11:53	(37)
Period 6	11:56-12:33	(37)
Period 7	12:36-1:13	(37)
Period 8 Tech Return	1:16-1:21	(5)
<b>Instructional Minutes</b>		<b>240</b>

<u>Minimum Day Schedule</u>		
<b>Grades 7-8</b>		
<i>Warning Bell</i>	8:20– 8:25	(5)
Period 1 Homeroom	8:25-8:38	(13)
Period 2	8:41-9:18	(37)
Period 3	9:21-9:58	(37)
Period 4	10:01-10:38	(37)
Lunch (7 <sup>th</sup> /8 <sup>th</sup> )	10:38-11:13	(35)
Period 5	11:16-11:53	(37)
Period 6	11:56-12:33	(37)
Period 7	12:36-1:13	(37)
Period 8 Tech Return	1:16-1:21	(5)
<b>Instructional Minutes</b>		<b>240</b>

<u>Supervision</u>	
7:50 – 8:20	Breakfast Served
7:55 – 8:20	Morning Supervision
2:52 – 3:01	Afternoon Supervision (Regular Schedule)
1:21 – 1:31	Afternoon Supervision (Minimum Day Schedule)





**9.10**





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of the Education Protection Account Spending (EPA) Plan 2017/2018
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	6,049,217.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approval of the Education Protection Account Spending Plan for 2017/2018.

### Public Content

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Speaker:  
Kristen Pifko

**Rationale:**

Voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12/31/2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018). The provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

Before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year.

Although local school districts have latitude to determine how the EPA funds are spent, the creation of the EPA includes an accountability component that includes the following:

- The EPA spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for administrative costs, including salaries or benefits for administrators
- Annually, the local school district must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Rio School District plans to spend all the EPA funding for 2017/2018 on salaries and benefits for classroom teachers.

[EPA.pdf \(107 KB\)](#)

### Administrative Content

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**July 1 Budget**  
**2017/2018 Adopted Budget**  
**Education Protection Account Revenue and Expenditure Report**

<b>Description</b>	<b>Object Codes</b>	<b>2017/2018 Budget</b>
<b>Revenue</b>		
LCFF Sources	8010-8099	\$6,049,217
<b>Expenditures</b>		
Certificated Salaries	1000-1999	\$4,217,504
Classified Salaries	2000-2999	\$ -
Employee Benefits	3000-3999	\$1,831,713
<b>Total Expenditures</b>		<u>\$6,049,217</u>
<b>Balance</b>		-
Indirect Costs	7310 and 7350	-



9.11







### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.11 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	75,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends the approval of legal fees for 2017/2018 from Atkinson, Andelson, Loya, Ruud, and Romo.

### Public Content

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Speaker:  
Kristen Pifko

#### Rationale:

Atkinson, Andelson, Loya, Ruud & Romo Law Offices has been contracted to perform legal services on the District's behalf for several years. This form provides legal advice for general matters, personnel issues, special education issues and negotiations. Based on the prior year's expenditures, the district will lower the authorization request for the 2017/2018 fiscal year to \$75,000.

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*



9.12





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.12 Approval of Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	50,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approving the estimated fees for 2017/2018.

### Public Content

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**Speaker:**  
Kristen Pifko

**Rationale:**

Myers, Widders, Gibson, Jones is assisting the district with contracts and other legal issues related to various construction, surplus property, and developer related projects, as needed.

Based on the prior year's experience, the district requests authorization of \$50,000 for 2017/2018 fiscal year.

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*



**9.13**







### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.13 Approval of Standard Agreement for Food Service by RSD and Child Development Resources of Ventura County.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budget Source	Cafeteria Fund
Recommended Action	Administration recommends approval of the contracts, as submitted.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

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**Speaker:**  
Kristsen Pifko

**Rationale:**

Staff is recommending approval of the Food Service Vendor Agreement between Rio School District (RSD) Food Services and Child Development Resources (CDR).

RSD Food Services has provided meals to CDR for the past 9 years. This is the annual contract update to reflect the new pricing structure for the 17/18 school year.

Approval of this contract allows Rio Food Services to provide all CDR preschool programs operating with-in RSD with breakfast, lunch, and snack.

[CDR LEASE AGREEMENT RIO 17-18 - 6 14 17.pdf \(314 KB\)](#)

[CDR-Rio District MOU 17-18 - 6 14 17.pdf \(99 KB\)](#)

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board*



# **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 July 1, 2017 through June 30, 2018, 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 100 preschool age children in an extended day program (6 hours).
2. Provide custodial services five-days per week (Monday through Friday, excluding Rio School Board approved holidays and non-school days) and 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.

## **Memorandum of Understanding**

### **Rio School District &**

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

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 100 preschool age children in an extended day program (6 hours), at Rio Plaza 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

## **Memorandum of Understanding**

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

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
  - 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.

## **Memorandum of Understanding**

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

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 \_\_\_\_\_, 2017

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

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

## LEASE AGREEMENT

THIS LEASE AGREEMENT executed on the 1<sup>st</sup> day of July, 2017 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 twelve (12) months beginning July 1, 2017 and ending on June 30, 2018, 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, 2015. 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 33 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 4
- November 10, 20, 21, 22, 23, 24
- December 22, 25, 26, 27, 28, 29
- January 1, 2, 3, 4, 5, 15
- February 5, 19
- March 26, 27, 28, 29, 30
- April 2, 3, 4, 5, 6
- May 28

#### **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 100 children in an extended day program (6 Hours). 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 July 1, 2017, 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:**

\_\_\_\_\_

Jack Hinojosa, Chief Executive Officer

\_\_\_\_\_

Date

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

221 Ventura Boulevard  
Oxnard, CA 93036-0277

9.14





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.14 Approval of 2017-18 Memorandum of Understanding between Rio School District, and the Migrant Education Program, Ventura County Office of Education, Region 17
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Migrant MOU for the 2017-2018 school year.
Goals	<p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

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Speaker: Oscar Hernandez

#### Rationale:

The 2017-18 Memorandum of Understanding between Rio School District, and the Migrant Education Program, Ventura County Office of Education, Region 17, is presented for your approval.

The Memorandum of Understanding is for the new school year, July 1, 2017 to June 30, 2018.

The services the county provides are outlined in the Memorandum as well as the things Rio School District agrees to provide.

[Migrant MOU with VCOE.pdf \(1,041 KB\)](#)

### Administrative Content

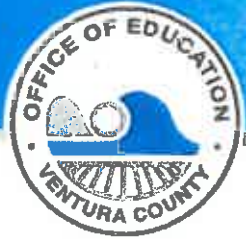
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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*





## **VENTURA COUNTY OFFICE OF EDUCATION**

Stanley C. Mantooth, County Superintendent of Schools

### **MEMORANDUM OF UNDERSTANDING Between**

**Region 17, Migrant Education Program  
Ventura County Office of Education**

**And**

**Rio Elementary School District  
2500 Vineyard Avenue, Oxnard, California 93036**

This is an agreement to provide supplementary educational services for the Rio Elementary School District. This agreement is between the Ventura County Office of Education, Migrant Education Program, Region 17, hereinafter referred to as the Region and the Rio Elementary School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2017 to June 30, 2018 inclusive.

The Region agrees to:

- 1.0 Reimburse the District upon receipt of an invoice for any and all supplementary services provided to eligible migrant students and/or eligible migrant parents/guardians eligible to receive services as previously agreed and approved by the Region.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any and all necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter to identify and recruit any and all potential migrant students and/or parents.
- 5.0 Provide and maintain an official Migrant Education Program lap computer for use in the identification and recruitment services, when necessary.
- 6.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 7.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 8.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are sufficient funds.

- 9.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.
- 10.0 Provide supplementary educational services to Priority for Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students.

The District agrees to:

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for any and all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 If necessary, provide appropriate office space with desk, chair, phone, file cabinet, and any other relevant furniture and/or equipment relevant and necessary for the Recruiter to perform his/her duties.
- 3.0 Provide bus transportation for both the summer school program and the regular school year program, and invoice the Region for appropriate and relevant costs with supportive documentation.
- 4.0 Provide nutrition for both the summer school program and the regular school year program, and invoice the Region for appropriate and relevant costs with supportive documentation.
- 5.0 Provide custodial services for both the summer school program and the regular school year program, and invoice the Region for appropriate and relevant costs with supportive documentation.
- 6.0 Provide educational facilities for both the summer school program and the regular school year program.

**TERMINATION:**

Either party, in writing, may terminate this MOU at any time upon 30 days' written notice to the other Party.

**REVISION/AMENDMENT:**

This MOU may be revised and/or amended by mutual agreement of both parties at any time during the duration of the agreement.



**IDEMNIFICATION/HOLD HARMLESS:**

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Rio Elementary School District  
2500 Vineyard Avenue  
Oxnard, California 93036

Ventura County Office of Education  
5189 Verdugo Way  
Camarillo, California 93012

By: \_\_\_\_\_  
Signature Superintendent or Designee

By: \_\_\_\_\_  
Signature Superintendent or Designee

\_\_\_\_\_  
Print Name

Dr. Roger Rice  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

Deputy Superintendent  
\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



9.15





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.15 Approval of Accelerated Learning Science licenses Quote for all K-8 grade students
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	27,185.55
Budget Source	LCFF funds
Recommended Action	Staff recommends board approval of Stem Scope Science licenses quote for K-8 grade students.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

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Speaker: Oscar Hernandez

#### 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.

[STEM Scope Quote.pdf \(223 KB\)](#)

### Administrative Content

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### Executive Content

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**Schedule A  
Payment Plan**

Customer: No SD online  
 Quote #: 8824  
 Date: 17-May-17



Description	Item #	Quantity	Price per Unit	Total Price paid Annually	Annual Payments Plans / require signed agreement	
					4 Yr	8 Yr
CA NGSS Grade 7 Online - Integrated	511	\$	5.95	\$3,040.45	\$2,912.70	\$2,784.95
CA NGSS Grade 8 Online - Integrated	538	\$	5.95	\$3,201.10	\$3,066.60	\$2,932.10
CA NGSS Grade 1 Online	575	\$	5.95	\$3,421.25	\$3,277.50	\$3,133.75
CA NGSS Grade 2 Online	553	\$	5.95	\$3,201.10	\$3,152.10	\$3,013.85
CA NGSS Grade 3 Online	572	\$	5.95	\$3,403.40	\$3,260.40	\$3,117.40
CA NGSS Grade 4 Online	561	\$	5.95	\$3,337.95	\$3,197.70	\$3,057.45
CA NGSS Grade 5 Online	607	\$	5.95	\$3,611.65	\$3,459.90	\$3,308.15
CA NGSS Grade 6 Online - Integrated	554	\$	5.95	\$3,296.30	\$3,157.80	\$3,019.30
CA NGSS Grade K Online	624	\$	5.95	\$3,712.80	\$3,556.80	\$3,400.80
Early Explorer Online English & Spanish	538	\$	5.95	\$3,201.10	\$3,066.60	\$2,932.10
Sales tax (online & PD is non taxable)			0%			
Shipping and Handling			0%			
<b>Total Commitment</b>				<b>27,185.55</b>	<b>26,128.80</b>	<b>24,982.80</b>











### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.16 Approval of the Parent English Learner Advisory Committee (PELAC) Minutes FY 1617
Access	Public
Type	Action (Consent)

### Public Content

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Speaker: Oscar Hernandez

#### Rationale:

The California Legislature believes that it is important for parents of English learners to become actively involved in their child's education. Therefore, each California public school district with 51 or more English learners must form a District-level English Learner Advisory Committee. Parents or guardians of English learners not employed by the district must constitute a majority membership (51 percent or more) of the committee.

Each school English Learner Advisory Committee (ELAC) must have the opportunity to elect at least one member of the Parent English Learner Advisory Committee (PELAC). The purpose of a PELAC is to advise the district's local governing board on programs and services for English learners. By requiring English Learner Advisory Committees (ELAC) and district Parent English Learner Advisory Committees, the legislature has emphasized its desire for parents of English learners to serve in leadership roles that promote positive relationships between schools and families.

Attached are copies of minutes for PELAC meetings for the period of January, 2017 through May, 2017. As part of the Federal Program Monitoring and Consolidated Application processes the Board of Trustees must review and approve the District-level English Learner Advisory Committee minutes.

[PELAC MINUTES 2016-2017.pdf \(1,407 KB\)](#)

### Administrative Content

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### Executive Content

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**Rio School District**  
**Parent Advisory Committee Meeting (PAC)**  
**Parent English Learner Advisory Committee Meeting (PELAC)**  
**January 12, 2017**  
**Minutes**

The meeting began at 5:49.

1. **Welcome.** In attendance: Oscar Hernandez, Joe Matas, Magdalena Matas, Kaylin Phillips, Rebecca Rocha, Scott Barlow, Maria Serratos, Adrienne Peralta, Desmond Webster, Leonor Alejos, Linda Aguilar, Matthew Klinefelter, Jeannette Smith, Armando Vargas, Alma Alvarez-Rice, Maria Hernandez, Claudia Naranja, and Veronica Rauschenberger.

2. Approval of minutes from June 14, 2016. Linda Aguilar made a motion to approve the minutes with a grammatical correction to add a comma in the list of participants. Jeannette seconded the motion. All in favor. Motion carries.

3. Mr. Hernandez shared information regarding CAASPP (state test scores) by subject area. Every school made growth. Additionally, Rio made more growth than any other district with similar demographics. Although we are happy with the progress, we are still not satisfied as there are still a lot of students with scores that are not meeting or exceeding the standards. There is a new Math adoption that students are using that may have an effect on the scores in the future. Rio del Mar has green scores for third grade Math. Real has scores for 6<sup>th</sup> and 8<sup>th</sup> grade language arts that are green. Green means that students have met or are exceeding the standards. Scores were broken down even more to look at the specific number of students scoring in each band. Comparison data from 14-15 and 15-16 was shared. Parents can look at the specific scores and growth for their specific school by talking to the principal as these scores will be included in each school's site plan. Scores were broken down and looked at for students in Gifted and Talented Education (GATE), Non-GATE, English Learners (ELs), English Only (Eos), and Redesignated Fluent English Proficient (RFEPs).

Discussion was held about how a child gets designated as an English Learner. When students are first enrolled in school the parents answer a home-language survey. If any of the answers on the survey are something other than English students are given an assessment to determine if students are fluent in English or not. The state of California states that parents cannot change the survey to English only after a child has been designated as an English Learner.

Members of the committee shared their observations about the data.

The committee agreed to adjourn. At the next meeting, Mr. Hernandez will share a copy of the Parent Involvement Policy and the Parent Compact with the committee. Mr. Hernandez will also share the Uniform Complaint Procedure Policy, and the revised reclassification criteria that will be approved at the board meeting this month.

The next meeting will be held on February 16 at 5:30 here at the OSFS.

Meeting adjourned at 7:05.

**Rio School District**  
**Parent Advisory Committee Meeting (PAC)**  
**Parent English Learner Advisory Committee Meeting (PELAC)**  
**February 16, 2017**  
**Minutes**

The meeting began at 5:53.

1. **Welcome.** In attendance: Oscar Hernandez, Joe Matas, Magdalena Matas, Kaylin Phillips, Rebecca Rocha, Maria Serratos, Desmond Webster, Linda Aguilar, Jeannette Smith, Armando Vargas, Maria Hernandez, Claudia Naranja, and Veronica Rauschenberger, and Oscar Bermudas.

2. Approval of minutes from January 12, 2017. Mrs. Smith moved to approve the minutes for January 12, 2017. The motion was seconded by Kaylin Phillips. All were in favor and the minutes were approved.

3. Mr. Hernandez shared the Uniform Complaint Procedure Policy. Parents shared that when they have a concern they try to talk to the teacher first and then go to the principal if things are not resolved. The next step would be to go to the district office.

Mr. Hernandez shared that at the district office level there is also a process followed. Once the complaint gets to the district level, the first step is to try and resolve the problem informally. If the problem is still not resolved then parents are provided a form to file a formal complaint. The formal complaint process is outlined in the UPC Annual Notice that was shared with the members of PAC/PELAC.

The Rio UCP will need to be updated before the next school year to include Title IX which states that students cannot be discriminated against by gender or gender identity.

4. Mr. Hernandez reviewed the parent involvement policy and parent compact. The parent involvement policy and parent compact is included in the parent-student handbook. They are reviewed annually by the School Site Council and English Learner Advisory groups for any changes that may be needed. Copies were provided to the PAC/PELAC parents at the January meeting.

The parent compact is an agreement made between the teacher, the parent, and the child about their responsibilities during the school year. Parents suggested adding that parents must attend one district meeting in the parent compact and to add it to the school website.

5. The board approved Reclassification Criteria was reviewed and discussed. Mr. Hernandez discussed the four state criteria for reclassification. Changes to the Rio School District Reclassification process was reviewed. Reclassification process for special education students was reviewed with the committee. The team discussed the importance of reclassification for student success.

The next meeting will be held on March 23rd at 5:30 at the OSFS.

Meeting adjourned at 7:30.

**Rio School District**  
**Parent Advisory Committee Meeting (PAC)**  
**Parent English Learner Advisory Committee Meeting (PELAC)**  
**May 11, 2017**  
**Minutes**

The meeting began at 6:22.

1. **Welcome.** In attendance: Oscar Hernandez, Joe Matas, Magdalena Matas, Kaylin Phillips, Rebecca Rocha, Maria Serratos, Desmond Webster, Jeannette Smith, Adeline Mendez, Matt Klinefelter, Oscar Bermudez, Hector Medina, Sandra Avalos, Linda Aquilar, Armando Vargas, and Leonor Alejos.
2. Mr. Hernandez talked about the parent feedback surveys that will be sent home so that the district can improve programs.
3. **Approval of minutes from February 16, 2017.** Mr. Bermudez requested a change to the minutes to add that Mr. Howatt was in attendance and correct the spelling of his name. Changes will be made. Mr. Matas moved to approve the minutes for February 16, 2017. The motion was seconded by Kaylin Phillips. All were in favor and the minutes were approved.
4. State testing was reviewed by Mrs. Smith. State testing began this week. All schools will be taking CAASPP test for ELA and Math in grades 3 through 8 and a Science Pilot in grades 5 and 8. Rio Real students in the dual immersion academy also take the APRENDA. Mrs. Smith shared that 8 students had just completed an AP test at the high school. It was the first time that students from Rio Elementary School have taken an AP test while still in middle school.
5. Test results from 2016 were reviewed. Rio School District improved in both Language Arts and Math last year. The committee looked at the data broken down by ethnicity, gender, and parent education. Discussion took place about the need to increase parent workshops to inform and educate our families about the importance of education.
6. Mr. Hernandez shared that we have 300 students attending programs on Saturdays. A presentation on attendance including common misconceptions and attendance rates was reviewed with the committee. Rio School District has good attendance overall at almost 97%. There are three programs currently taking place on Saturday: Migrant, Student Success (tutoring), and Attendance Recovery.
7. LCAP update was provided. Mr. Hernandez shared the 8 state priorities and what the district is doing to meet those priorities through our five goals.
8. Consolidated Application funds were reviewed for the past three years and what the funding is for each program this year including: Title I Part A (Basic Grant), \$822,552; Title II Part B (Teacher Quality), \$125,233; Title III Part A (Limited English Proficient), \$230,904. Teacher quality funds decreased approximately \$2,000, but the other two programs increased. The committee discussed the need for more intervention services. Mr. Hernandez explained program improvement and that 10% of the Title I funds were previously mandated for tutoring services and many companies took advantage of those funds, but were not providing adequate services. This is the first year that the district is able to use those funds as we see appropriately. A suggestion was made for parents to attend a Saturday Academy as well.

Meeting adjourned at 7:45.





**9.17**





EDUCATING LEARNERS FOR THE 21ST CENTURY

### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.17 Approval of the Hearing Conservation and Audiological Services Agreement FY 1718
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Dollar Amount	16,000.00
Budget Source	General Fund
Recommended Action	Staff recommends board approval of Hearing Conservation Services agreement.

### Public Content

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Speaker: Oscar Hernandez

#### Rationale:

In order to ensure that all students in the grade levels required by education code receive a hearing screening, Rio staff is recommending a contract with the Ventura County Office of Education Hearing Conservation and Audiological Services department to complete the mandated screenings.

[Hearing Conservation ServiceAgreement\\_VCOE HCAS\\_member\\_VCSSFA.pdf \(7,035 KB\)](#)

### Administrative Content

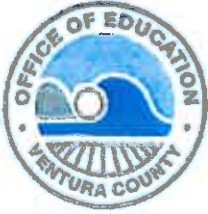
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### Executive Content

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## VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

### Services Agreement

This Services Agreement (the "Agreement") is made and entered into this first day of July, 2017

by and between Rio School District (hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred to as "Provider").

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

**CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete

all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

**TIME OF PERFORMANCE.** The term of this agreement shall commence on July 1, 2017 and may be terminated by either the District or the Provider for cause upon written notice to the other party. If not terminated, this contract will remain in effect until a new or altered contract is requested by either the District or the Provider.

**PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the Superintendent within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the Services performed. The Superintendent reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Superintendent's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Superintendent is disputed, the Superintendent shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between District and Provider.

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

**TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by

like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

**District:**  
School District: Rio  
Attn: \_\_\_\_\_  
Address: 2500 Vineyard Avenue  
Oxnard, CA 93036

**Provider:**  
Ventura County Office of Education  
Attn: Tom Etchart, Director of Internal Business  
5189 Verdugo Way  
Camarillo, CA 93012

**WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

**COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

**INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless District, its governing Board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, however caused, resulting directly or indirectly from or connected with Provider's negligence or wrongful acts or omissions.

District agrees to defend, indemnify, and hold harmless Provider, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses including legal fees and costs, however caused, resulting directly or indirectly from or connected with District's negligence or wrongful acts.

**INSURANCE.** District and Provider each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.

**SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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 Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

**GOVERNING LAW AND VENUES.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Ventura, State of California.

**ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

**ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

**DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.

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

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

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

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




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

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

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

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

<b>District:</b>	<b>Provider:</b> Ventura County Office of Education
<hr/>	
<b>Signature</b>	<b>Signature</b>
<b>Name:</b>	Tom Etchart
<b>Title:</b>	Director, Internal Business Services
<b>Date:</b>	Date: May 26, 2017

**2017 – 2018 STATEMENT OF WORK**

VCOE Hearing Conservation and Audiology Services offers hearing screening, audiological assessment, and educational audiology services for students in Ventura County. These services may be used for:

- Mandated and non-mandated student populations
- General education students, including students with a 504 Plan
- Students in special education with an IEP eligibility other than *hard of hearing, deaf, VI or OI*.

**Note:** Audiology services for students in special education with low incidence eligibilities are provided through SELPA funding and are *not* included in this contract.

Services and costs are itemized below. A more detailed description of each service follows.

Districts will be billed only for rendered services that pre-authorized by a designated district personnel.

***Schedule of Fees***

Schedule of Hearing Conservation Services	Fees
<i>Staff are credentialed/certified, licensed and qualified to provide these services.</i>	
<b>Hearing Screening</b> (by audiometrist for students in general education classrooms)	\$500/half day \$1000/day
<b>Functional Hearing Screening– Special Education</b> (by audiologist for students with moderate/severe disabilities in special day classes)	\$600/half day \$1200/day
<b>Educational Audiology Services</b> (services to students who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability)	\$130/hour
<b>Audiological/Hearing Evaluation at VCOE</b> (comprehensive testing to determine the presence and characteristics of hearing loss)	\$130
<b>Hearing Aid/Cochlear Implant Evaluation at VCOE</b> (evaluation of a student’s hearing function while using their personal hearing device)	\$200
<b>(Central) Auditory Processing (CAPD) Assessment at VCOE</b> (covers CAPD services through the assessment and report dissemination)	\$850
<b>(Central) Auditory Processing (CAPD) Post-Assessment Services</b> (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour

## DESCRIPTION OF HEARING SERVICES

**HEARING SCREENING.** Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrist at the school site to identify students with a high probability of hearing loss and to monitor students with previous screening failure.

Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver). Students in transitional kindergarten are included at the request of the school district.
- Special education students upon initial entry to special education and every third year thereafter
- Students at first entry into the California public school system, or new to the school district if prior screening records are not readily available
- Students referred due to concerns from school staff or parents
- Students in any grade who did not pass the previous hearing screening or are known to have a hearing problem that needs periodic monitoring
- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver).

Special education students in special day classes for students with mild involvement (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel. Additional special education students with mild involvement that fall outside the mandate can be included at the discretion of school personnel.

There will be a second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

*Call 805-437-1380 or email [hearing@vcoe.org](mailto:hearing@vcoe.org) to schedule Hearing Screening. Signature on Service Agreement authorizes the service.*

**FUNCTIONAL HEARING SCREENING.** Special education students with *moderate/severe disabilities* require advanced expertise and equipment provided by an audiologist. Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of the designated district personnel.

- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening occurs outside of the general education mass screening and does not include a re-test session.

*Call 805-437-1380 or email [hearing@vcoe.org](mailto:hearing@vcoe.org) to schedule Hearing Screening. Signature on Service Agreement authorizes the service.*

**AUDIOLOGICAL / HEARING EVALUATION SERVICES.** Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by designated district personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**HEARING AID/COCHLEAR IMPLANT EVALUATIONS.** Hearing aid evaluations are conducted at VCOE at the referral of designated district personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student's auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**EDUCATIONAL AUDIOLOGY SERVICES.** For students with an IEP who do not have a low incidence disability (primary and/or secondary) as well as students in general education (with or without a 504).

Services are requested by designated district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student's hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment. HAT for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**(CENTRAL) AUDITORY PROCESSING DISORDER (CAPD) ASSESSMENT.** CAPD assessments are conducted at VCOE to determine a student's ability to process auditory information in relation to speech, language, learning and/or academic deficits. Authorization of designated district personnel is required. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

*The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**(CENTRAL) AUDITORY PROCESSING (CAPD) POST-ASSESSMENT SERVICES.** The school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

*The form Referral/Authorization for Hearing Services 2017-2018 must be submitted to request this service. Administrator signature is authorization for billing. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>*

**WORK SCHEDULE.** Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation, school district, and the applicable school/family.

**PAYMENT SCHEDULE.** Districts will be billed quarterly.

**9.18**





## Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.18 Approval of the Child Development Resources Inc. (CDR) Contract Renewal FY 2017-18
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	13,916.00
Budget Source	CDR
Recommended Action	Staff recommends approval of CDR contract renewal.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

## Public Content

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Speaker: Oscar Hernandez

### Rationale:

This Memorandum of Understanding will be in effect from August 1, 2017 through June 30, 2018, 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 134 preschool age children in a 3 hour or a 3.5 hour or a 6.5 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 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:
  - o Provide any necessary training in the student information software
  - o Enter basic student information in the district attendance data base
  - o Keep all information collected confidential.
  - o Provide School Identification numbers and State Identification numbers for each student.
  - o Share outcome information for statistical purposes to CDR upon request.
  - o 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 134 preschool age children in a 3 hour or a 3.5 hour or a 6.5 hour program , at Rio Plaza 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.

[CDR-Rio District MOU 17-18 -2.pdf \(100 KB\)](#)

[CDR LEASE AGREEMENT RIO 17-18.pdf \(314 KB\)](#)

## **Administrative Content**

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## **Executive Content**

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*



# **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, 2017 through June 30, 2018, 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 134 preschool age children in a 3 hour or a 3.5 hour or a 6.5 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 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.

## **Memorandum of Understanding**

**Rio School District  
&**

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

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 134 preschool age children in a 3 hour or a 3.5 hour or a 6.5 hour program , at Rio Plaza 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.

## **Memorandum of Understanding**

### **Rio School District &**

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

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
  - 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.

## **Memorandum of Understanding**

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

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 \_\_\_\_\_, 2017

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

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

## LEASE AGREEMENT

THIS LEASE AGREEMENT executed on the \_\_\_\_ day of \_\_\_\_\_, 2017 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, 2017 and ending on June 30, 2018, 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, 2015. 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 regular services. Following are the 33 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 4
- November 10, 20, 21, 22, 23, 24
- December 22, 25, 26, 27, 28, 29
- January 1, 2, 3, 4, 5, 15
- February 5, 19
- March 26, 27, 28, 29, 30
- April 2, 3, 4, 5, 6
- May 28

**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 134 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 \_\_\_\_\_, 2017, 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



9.19





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.19 Approval of the Contract Renewal with Child Development Inc. (CDI) FY 2017-18
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	89,677.00
Budget Source	First 5 Ventura County
Recommended Action	Staff recommends approval of CDI contract renewal.

### Public Content

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Speaker: Oscar Hernandez

#### 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 17-18. 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 24-30 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.

[CDI 2017-2018 addendum.pdf \(362 KB\)](#)

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*



**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, 2017, and shall continue through June 30, 2018, 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 Nine Thousand Six Hundred and Seventy-Seven Dollars (\$89,677.00)** 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, 2017 through June 30, 2018 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 (15<sup>th</sup>) 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: Sonya Lopez Mercado, Director of District Programs.

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 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: Sonya Lopez Mercado  
2500 Vineyard Avenue  
Oxnard, California 93036  
(805) 485-3111

**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#

9.20







### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.20 Approval of Renaissance Learning Subscription Contract Renewal FY 1718
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	77,026.04
Budget Source	LCFF Funds
Recommended Action	Staff recommends approval of Renaissance Learning subscription renewal.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

### Public Content

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Speaker: Oscar Hernandez

#### Rationale:

Attached is the Renaissance Learning annual renewal for your consideration. The proposal includes licensing for Accelerated Reader, STAR Reading and Math for each of district's eight schools.

1. Accelerated Reader Enterprise, which is used in about 30,000 schools worldwide, is a reading management software program that supports individualized reading practice by providing more than 145,000 multiple-choice quizzes for students in grades K to 12. Four types of quizzes -- reading practice, vocabulary practice, literacy skills and textbook quizzes -- assess students' daily progress, measuring how much they read ("quantity"), how well they read ("quality") and at what level of difficulty they are reading (using the Advantage TASA Open Standard (ATOS), a readability formula that provides reading levels based on the entire contents of books).
2. The STAR Reading Enterprise assessments include new skills-based test items, and new in-depth reports for screening, instructional planning, progress monitoring, standards benchmarking, as well as a Core Progress learning progression and Student Growth Percentile measurements.
3. The STAR Math Enterprise assessments include new skills-based test items, and new in-depth reports for screening, instructional planning, progress monitoring, standards benchmarking, as well as a Core Progress learning progression and Student Growth Percentile measurements.

[Renaissance Quote.pdf \(151 KB\)](#)

### Administrative Content

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### Executive Content

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# RENAISSANCE®

Quote #: 1743318

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Rio Elementary School District - 274914  
2500 E Vineyard Ave  
Oxnard, CA 93036-1239  
Contact: Kathryn Aragon - (805) 485-3111  
Email: karagon@rioschools.org

Reference ID: 222847  
Created: 05/31/2017

Quote Summary	School Count : 8
Product & Services Total	\$83,038.75
Applied Discounts	\$(6,012.71)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$77,026.04</b>

To receive applicable discounts, all orders included on this quote must be received at the same time.

To place an order, please submit your organization's required purchase order with reference to quote number 1743318. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your credit card order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036  
Fax: (877)280-7642  
Email: [electroncorders@renaissance.com](mailto:electroncorders@renaissance.com)

If changes are necessary, or additional information is required, please contact your account executive (s) Mark Wierzba at (877)236-5036, Thank You.

**Use your Prop 98 funding to lock in multi-year discounts on the programs you need.**

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

# RENAISSANCE<sup>®</sup> Quote #: 1743318

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-4559474

Rio Elementary School District - 274914					
Products & Services		Quantity	Unit Price	Discount	Total
Data Integration Maintenance Fee Level 3 (4001-8000 Students)	07/01/2017 - 06/30/2018	1	\$2,800.00	\$0.00	\$2,800.00
<b>Rio Elementary School District Total</b>				<b>USD \$0.00</b>	<b>USD \$2,800.00</b>
Rio Del Mar Elementary School - 2227299					
Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	570	\$6.60	\$(300.96)	\$3,461.04
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	500	\$4.45	\$(178.00)	\$2,047.00
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	500	\$4.45	\$(178.00)	\$2,047.00
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Del Mar Elementary School Total</b>				<b>USD \$(656.96)</b>	<b>USD \$8,190.04</b>
Rio Del Norte Elementary School - 1512536					
Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	600	\$6.60	\$(316.80)	\$3,643.20
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	500	\$4.45	\$(178.00)	\$2,047.00
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	500	\$4.45	\$(178.00)	\$2,047.00
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Del Norte Elementary School Total</b>				<b>USD \$(672.80)</b>	<b>USD \$8,372.20</b>
Rio Del Valle Middle School - 274910					
Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	748	\$6.60	\$(394.94)	\$4,541.86
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	773	\$4.45	\$(275.19)	\$3,164.66
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	773	\$4.45	\$(275.19)	\$3,164.66
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Del Valle Middle School Total</b>				<b>USD \$(945.32)</b>	<b>USD \$11,506.18</b>
Rio Lindo Elementary School - 371300					
Products & Services		Quantity	Unit Price	Discount	Total

# RENAISSANCE®

Quote #: 1743318

PO Box 8036, Wls. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 290-7642 Federal I.D. 39-1559474

Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	550	\$6.60	\$(290.40)	\$3,339.60
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	400	\$4.45	\$(142.40)	\$1,637.60
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	400	\$4.45	\$(142.40)	\$1,637.60
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Lindo Elementary School Total</b>				<b>USD</b>	<b>USD</b>
				<b>\$(575.20)</b>	<b>\$7,249.80</b>

## Rio Plaza Elementary School - 274926

Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	456	\$6.60	\$(240.77)	\$2,768.83
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	403	\$4.45	\$(143.47)	\$1,649.88
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	466	\$4.45	\$(165.90)	\$1,907.80
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Plaza Elementary School Total</b>				<b>USD</b>	<b>USD</b>
				<b>\$(550.14)</b>	<b>\$6,961.51</b>

## Rio Real Elementary School - 274896

Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	800	\$6.60	\$(422.40)	\$4,857.60
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	700	\$4.45	\$(249.20)	\$2,865.80
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	700	\$4.45	\$(249.20)	\$2,865.80
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Real Elementary School Total</b>				<b>USD</b>	<b>USD</b>
				<b>\$(920.80)</b>	<b>\$11,224.20</b>

## Rio Rosales School - 1512539

Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	600	\$6.60	\$(316.80)	\$3,643.20
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	550	\$4.45	\$(195.80)	\$2,251.70
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	550	\$4.45	\$(195.80)	\$2,251.70
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Rosales School Total</b>				<b>USD</b>	<b>USD</b>
				<b>\$(708.40)</b>	<b>\$8,781.60</b>

## Rio Vista Middle School - 2362880

# RENAISSANCE®

Quote #: 1743318

PO Box 8036, Wis. Rapids, WI 54485-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal ID. 38-1559474

Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	802	\$6.60	\$(423.46)	\$4,869.74
Star Math Subscription Renewal	07/01/2017 - 06/30/2018	770	\$4.45	\$(274.12)	\$3,152.38
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	802	\$4.45	\$(285.51)	\$3,283.39
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$0.00	\$635.00
<b>Rio Vista Middle School Total</b>				<b>USD</b> <b>\$(983.09)</b>	<b>USD</b> <b>\$11,940.51</b>

**9.21**







### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.21 Approval of Math Learning Center Bridges Math Contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	7,900.00
Budget Source	Title I funds
Recommended Action	Staff recommends approval of the Math Learning Center contract.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

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Speaker: Oscar Hernandez

#### Rationale:

Rio School District is requesting the approval of this training in continuance of providing teacher support during Year 2 of our Bridges Curriculum implementation for Rio students in grades kinder through 5th.

[Math learning center contract.pdf \(12 KB\)](#)

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*





## Workshop Contract

This contract is between The Math Learning Center and Rio School District.

Rio School District agrees to purchase the following workshop for \$ 7900. The workshop fee includes all travel expenses incurred by the workshop leader(s). Rio School District agrees to pay the total fee even if fewer than 30 enroll.

The maximum enrollment for a workshop is 30 participants. Should Rio School District exceed maximum enrollment without prior arrangements made with The Math Learning Center, a \$100.00 fee per additional participant will be assessed. No exceptions.

**Workshop:** Bridges in Mathematics Support Gr. K-5  
**Event ID:** 2017-525  
**Leader(s):** Cindy Neace  
**Enrollment:** 30  
**Grade Level:** Gr. K-5  
**Dates:** Oct. 24, 25, 26 (2017)  
**Time:** Tu w/ K & 1; W w/ 2 & 3; Th w/ 4 & 5 a.m. sessions meet &:45-10:45 and p.m. session meets 11:30a-2:30p all days  
**Site:** Office of Student and Family Services

The Math Learning Center invoices Rio School District for the above workshop fee. Payment is made by Rio School District to The Math Learning Center. Should Rio School District cancel this workshop, The Math Learning Center reserves the right to invoice Rio School District for travel expenses incurred by the instructor(s).

Rio School District

by \_\_\_\_\_

Title

Date

The Math Learning Center

by Elizabeth Caulley

Workshop Support Specialist

6/8/2017

Date



9.22





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.22 Approval of Contract Renewal with 360 Degree for Speech Pathologist Services FY 1718
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	376,225.00
Budget Source	Special Education funds
Recommended Action	Staff recommends board approval of contract for speech pathologist services.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

### Public Content

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Speaker: Oscar Hernandez

#### Rationale:

In order to meet the needs determined by students' individualized education plans the Pupil Personnel Services Department has found it necessary to contract services for one part time Speech Pathologist for extended school year and additional full time Speech Pathologists for the 2017-2018 school year.

[Contract\\_360\\_Customer Inc. Rio\\_Oxnard\\_CA\\_2017-18.pdf \(276 KB\)](#)

[Contract\\_360\\_Rio\\_Oxnard\\_CA\\_2017-18\\_Jonathan.pdf \(36 KB\)](#)

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*





## PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the May 17th, 2017, 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 or 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.
  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:

<b>INSTRUCTIONS</b>	The RSD shall provide job specifications and instructions.
<b>TRAINING</b>	The RSD would provide training and meetings that the consultant needs to attend
<b>RIGHT TO HIRE OTHERS</b>	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
<b>WORK ESSENTIAL TO RSD</b>	The consultant's work is essential to RSD in relation to them providing all of the services provided in section
<b>TIME TO PURSUE OTHER WORK</b>	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.
<b>JOB LOCATION</b>	RSD controls the job location.
<b>BASIS OF PAYMENT</b>	Payment shall be by the time expended.
<b>WORK FOR MULTIPLE FIRMS</b>	The Consultant may work for multiple firms simultaneously.
<b>MATERIALS, TOOLS &amp; EQUIPMENTS</b>	All Materials, Tools and equipment for the job shall be provided by RSD.
<b>SERVICES AVAILABLE TO PUBLIC</b>	The Consultant's services are available to the general public.
<b>RIGHT TO TERMINATE</b>	The Consultant may not be terminated except as allowed for under the agreement.
<b>PROGRESS REPORTS</b>	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

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**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.

<b>G. CONTRACT INITIATOR (RSD Representative)</b>	<b>CONSULTANT</b>
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: 2017-18**

**Name of the Therapists:**

**# 1. Melissa Perez**

**# 2. Stephena Held**

## PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the June 9th, 2017, 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 or 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.
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. **NON-SOLICITATION OF EMPLOYEES:** WUSD 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 WUSD. After completion of 12 full billable months, WUSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between WUSD and the contractor.
11. **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.
12. **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.
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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.
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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.

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

**Title: Speech Therapist**

**Rate for Speech Therapist: \$85/hr**

**School year: 2017-18**

**Name of the Therapist: Jonathan Russell**

**9.23**





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.23 Approval of Resolution No. 1617/32. The Board of Trustees of the Rio Elementary School District Acting as the Legislative Body of Community Facilities District No. 1 of the levy of special taxes within Community Facilities District No. 1 for Fiscal Year 2017-2018.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budget Source	N/A
Recommended Action	Staff recommends approval of Resolution No. 1617/32.

### Public Content

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**Speaker:**  
Kristen Pifko

**Rationale:**

The Board of trustees must take action to adopt a resolution authorizing the levy of the special taxes of CFD No. 1 on the property within its boundaries to meet the obligations of CFD No. 1 for Fiscal Year 2017/2018. This resolution will set the Annual Special Tax rates for CFD No. 1 for fiscal year 2017-2018. These special taxes will be used to i) Meet the debt service obligation of the Special Tax Bonds issued to fund the construction of School Facilities within the River Park project, ii) defray the costs incurred by the School District to administer the CFD and iii) set aside an amount to support the expansion of the support facilities of the School District.

Once adopted, this resolution will allow the Offices of David Taussig, the Special Tax Consultants for the District, to submit these taxes to the County for inclusion on the regular property tax bills for the properties within the CFD.

[Resolution No. 1617-32.pdf \(133 KB\)](#)

### Administrative Content

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### Executive Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*



**RESOLUTION NO. 1617/32**

**THE BOARD OF TRUSTEES OF  
THE RIO ELEMENTARY SCHOOL DISTRICT ACTING  
AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 1 OF  
THE RIO ELEMENTARY SCHOOL DISTRICT AUTHORIZING  
THE LEVY OF SPECIAL TAXES WITHIN  
COMMUNITY FACILITIES DISTRICT NO. 1  
FOR FISCAL YEAR 2017/2018**

**WHEREAS**, the Rio Elementary School District (the "District") previously established Community Facilities District No. 1 of the Rio Elementary School District ("CFD No. 1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the Board of Trustees of the District acting as the legislative body of CFD No. 1 is authorized pursuant to Resolution No. 0405-25 approved on May 3, 2005 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of Special Taxes, approved on June 7, 2005 (the "Ordinance") to levy a special tax on property in CFD No. 1 to pay principal, interest, and administrative expenses with respect to all bonds of CFD No. 1, and to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be financed by the levy of special taxes of CFD No. 1 pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

**WHEREAS**, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2017-18 for the purpose specified in the Ordinance, by the adoption of a resolution as specified in the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE**, THE BOARD OF EDUCATION OF THE RIO ELEMENTARY SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

**Section 1.** The above recitals are true and correct.

**Section 2.** The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**Section 3.** In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District, which are not otherwise exempt from taxation under the Act or the Ordinance of the special taxes for Fiscal Year 2017-18 at the tax rates set forth in the attachment prepared by David Taussig & Associates, Inc. for CFD No. 1 entitled "Maximum Annual Special Tax Levy for Fiscal Year 2017-18" (the "Levy") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Superintendent of the District, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Ventura County Auditor.

**Section 4.** All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formations.

**Section 5.** The special tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes as such procedure may be modified by law or this Board from time to time.

**Section 6.** The actions of District staff heretofore taken in order to obtain consent from the Ventura County Auditor to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Levy to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2017-18 on or before July 5, 2017, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.





**MAXIMUM ANNUAL SPECIAL TAX RATES BY ZONE  
FOR FISCAL YEAR 2017-18 LEVY**

**ASSIGNED ANNUAL SPECIAL TAX  
FOR RESIDENTIAL PROPERTY IN ZONE 1  
FISCAL YEAR 2017-18**

<b>Unit Type</b>	<b>Building Square Footage</b>	<b>Assigned Annual Special Tax Per Unit</b>
Attached Unit	< 1,400	\$1,641.11
Attached Unit	1,400 - 1,699	\$1,701.76
Attached Unit	1,700 -1,999	\$1,944.38
Attached Unit	2,000 -2,199	\$2,265.85
Attached Unit	≥ 2,200	\$2,508.45
Detached Unit	< 1,750	\$2,125.72
Detached Unit	1,750 - 2,099	\$2,535.73
Detached Unit	2,100 - 2,299	\$2,783.80
Detached Unit	2,300 - 2,799	\$3,114.96
Detached Unit	≥ 2,800	\$3,606.23
Very Low Affordable Unit	NA	\$475.19
Affordable Unit	NA	\$824.66
High Density Unit A	NA	\$943.31
High Density Unit D/F	NA	\$1,099.70

**ASSIGNED ANNUAL SPECIAL TAX  
FOR RESIDENTIAL PROPERTY IN ZONE 2  
FISCAL YEAR 2017-18**

<b>Unit Type</b>	<b>Building Square Footage</b>	<b>Assigned Annual Special Tax Per Unit</b>
Attached Unit	< 1,400	\$2,015.15
Attached Unit	1,400 - 1,699	\$2,075.81
Attached Unit	1,700 -1,999	\$2,318.43
Attached Unit	2,000 -2,199	\$2,639.89
Attached Unit	≥ 2,200	\$2,882.51
Detached Unit	< 1,750	\$2,499.79
Detached Unit	1,750 - 2,099	\$2,909.79
Detached Unit	2,100 - 2,299	\$3,157.86
Detached Unit	2,300 - 2,799	\$3,489.02
Detached Unit	≥ 2,800	\$3,980.30
Very Low Affordable Unit	NA	\$684.46
Affordable Unit	NA	\$1,033.91
High Density Unit A	NA	\$1,152.56
High Density Unit D/F	NA	\$1,308.97

**ASSIGNED ANNUAL SPECIAL TAX  
FOR RESIDENTIAL PROPERTY IN ZONE 3  
FISCAL YEAR 2017-18**

<b>Unit Type</b>	<b>Building Square Footage</b>	<b>Assigned Annual Special Tax Per Unit/BSF</b>
Attached Unit	< 1,400	\$1,641.11
Attached Unit	1,400 - 1,699	\$1,701.76
Attached Unit	1,700 -1,999	\$1,944.38
Attached Unit	2,000 -2,199	\$2,265.85
Attached Unit	≥ 2,200	\$2,508.45
Detached Unit	< 1,750	\$2,125.72
Detached Unit	1,750 - 2,099	\$2,535.73
Detached Unit	2,100 - 2,299	\$2,783.80
Detached Unit	2,300 - 2,799	\$3,114.96
Detached Unit	≥ 2,800	\$3,606.23
Very Low Affordable Unit	NA	\$475.19
Affordable Unit	NA	\$824.66
High Density Unit A	NA	\$943.31
High Density Unit D/F	NA	\$1,099.70
Non-Residential	NA	\$0.97

**ASSIGNED ANNUAL SPECIAL TAX  
FOR UNDEVELOPED PROPERTY  
FISCAL YEAR 2017-18**

<b>Zone</b>	<b>Assigned Annual Special Tax per Acre</b>
Zone 1	\$28,287.15
Zone 2	\$33,501.06
Zone 3	\$16,292.54

**BACKUP ANNUAL SPECIAL TAX  
FOR DEVELOPED PROPERTY  
FISCAL YEAR 2017-18**

<b>Zone</b>	<b>Backup Annual Special Tax per Sq. Ft. of Acreage</b>
Zone 1	\$0.65
Zone 2	\$0.77
Zone 3	\$0.37



9.24





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.24 Consideration of the Quote from School Specialty for Outdoor Classroom Furniture at Rio Plaza
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	71,412.45
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the quote from School Specialty for outdoor furniture be approved.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

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**Speaker:**  
Kristen Pifko

**Rationale:**

Rio Plaza School is in need of furniture for the outdoor classrooms. School Specialty has sent a quote for 40 round tables with attached concave seats and 18 benches. This will allow students to have a more enriched learning environment.

[Quote from School Specialty.pdf \(325 KB\)](#)

### Administrative Content

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### Executive Content

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Send Orders & Correspondence  
 SCHOOL SPECIALTY  
 FURNITURE  
 100 PARAGON PARKWAY  
 MANSFIELD, OH 44903

Toll Free Phone: (888) 388-3224  
 Toll Free Fax : (800) 775-8314

**QUOTE**

Quote Number : 7784139831 (Ver. 1)  
 Effective Date : 07-JUN-2017  
 Expiration Date : 05-SEP-2017  
 Sales Rep : QUINTAL, SEAN  
 Phone : 805-312-0422  
 Email : sean.quintal@schoolspecialty.com  
 Customer No. : 236550  
 Ship To : RIO PLAZA SCHOOL  
           600 SIMON WAY  
           OXNARD CA 93036  
 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 : Tail Gate  
 Location : One Location  
 Installation : By SSI

Notes: **INSTALLATION CHARGES VIA PREVAILING WAGES TCPN PIGGYBACK CONTRACT #R141608 Round table is Webcoat. Benches are Ultra Site.**

Qty	Ordered Item Number	SSI Item Number	Description	Net Price	Ext. Price
80		1136351	SPECIFY - COVER - LARGE SURFACE MOUNT FOR 2 7/8" TUBING - SET OF 2	45.78	3662.40
Notes: BLACK					
40		1136381	SPECIFY - TABLE - 46" ROUND - 4 ATTACHED CONCAVE SEATS - WEB STYLE - PORTABLE OR SURFACE MOUNT	1035.00	41400.00
Notes: RED TOP BLACK FRAME					
18		1544594	BENCH 6 FT 3 SLAT SURFACE MOUNT	521.00	9378.00
27		1544590	PARTS COVER PLATES FOR BENCHES PAIR	40.00	1080.00
1		INSTALL	INSTALLATION CHARGES	10833.33	10833.33

Sub Total : \$66353.73  
 Tax : \$5058.72  
 Shipping & Handling : \$0.00  
**Total : \$71412.45**

*17-003-1m OUTDOOR CLASSROOMS @ RIO PLAZA*



9.25





### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.25 Approval of the Notice of Award to Hughes General Engineering for outdoor classrooms at Rio Plaza
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	158,000.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	Staff recommends acceptance of the Notice of Award to Hughes General Engineering, Inc. for the outdoor classrooms at Rio Plaza Elementary School.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

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Speaker:  
Kristen Pifko

#### Rationale:

Rio School District put RSD Project 17-003-1M out for bid. This project is to create outdoor learning spaces between classroom wings at Rio Plaza. This work will bring successful projects completed at Rio Vista, Rio Lindo, Rio del Valle and Rio Rosales to Rio Plaza. Two vendors submitted their bids as follows:

Hughes General Engineering, Inc. (base bid only, without allowances)	\$158,000.00
California Electric Company (base bid only without allowances)	\$174,000.00

Hughes General Engineering, Inc. was the lowest bidder and should be awarded the project for Outdoor Classrooms at Rio Plaza Elementary School.

[Award to Hughes Engineering.pdf \(2,470 KB\)](#)

### Administrative Content

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### Executive Content

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# Balfour Beatty Construction

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

June 8, 2017

Subject: Outdoor Classrooms at Rio Plaza Elementary School  
Rio School District  
Oxnard, CA

Re: RSD Project 17-003-1M Outdoor Classrooms at Rio Plaza Elementary School.  
Recommendation to Request Board approval for issuance of Notice of Award.

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Award to Hughes General Engineering Base Bid only (without allowance) for work related to RSD Project 17-003-1M Outdoor Classrooms at Rio Plaza Elementary School. Base Bid only (without allowance) amounts received are as follows;

Hughes General Engineering. Inc., Base Bid only (without allowance)	\$ 158,000.00
California Electric Company, Base Bid only (without allowance)	\$ 174,000.00

Note: The District will be responsible for the landscape and irrigation work included in the allowance. All relocation of buried utilities will be done on separate contracts.

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

Respectfully,



Jesus E. Muguerra Ibarra  
Project Engineer  
Balfour Beatty Construction, Inc

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





SECTION 00210

BID FORM  
(CUPCCAA PROJECTS UP TO \$175K)

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: Hughes General Engineering, Inc.

\_\_\_\_\_  
(Name of Bidder as listed on License)

P.O. Box 2293

\_\_\_\_\_  
(Address)

Camarillo, CA 93011-2293

\_\_\_\_\_  
(City, State, Zip Code)

805-642-7700

805-642-7711

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(FAX)

Jeffery S. Hughes, 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 Documents<sup>1</sup> 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 CUPCCAA Project described as: Outdoor Classrooms at Rio Plaza Elementary School, RSD Project # 17-003-1M in accordance with the Contract Documents for the sum of:

Allowance for Irrigation: Outdoor Classrooms at Rio Plaza Elementary School,  
RSD Project #17-003-1M

Thirty Thousand Dollars and Zero cents  
(Amount in Words)

Dollars (\$30,000.00)  
(In Numbers)

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

**Base Bid (without allowance): Outdoor Classrooms at Rio Plaza Elementary School, RSD Project # 17-003-1M**

One hundred fifty eight THOUSAND Dollars (\$) 158,000  
(Amount in Words) (In Numbers)

**"Total" Base Bid with allowance: Outdoor Classrooms at Rio Plaza Elementary School, RSD Project # 17-003-1M**

One hundred eighty eight thousand Dollars (\$) 188,000  
(Amount in Words) (In Numbers)

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

- 1.2 **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 (\$) 0  
(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 6-5-17 through No. 2, dated 6-7-17, 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:

1. 00210 Bid Form
2. 00215 Designation of Subcontractors
3. 00218 Contractors Registration Certification (DIR)
4. 00220 Non-Collusion Affidavit
5. 00222 Certification of Prevailing Wage
6. 00230 Contractor's Statement of Experience
7. 00240 Acknowledgment of Bidding Practices Regarding Indemnity

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: 644816  
Class A Expiration date 2/28/18      Class \_\_\_\_\_ Expiration date \_\_\_\_\_  
Class \_\_\_\_\_ Expiration date \_\_\_\_\_      Class \_\_\_\_\_ Expiration date \_\_\_\_\_

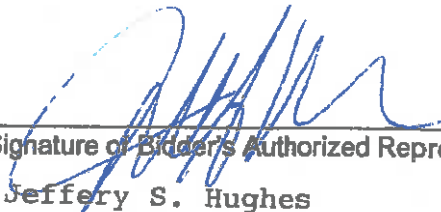
By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents;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

(Corporate Seal)

  
\_\_\_\_\_  
Signature of Bidder's Authorized Representative  
Jeffery S. Hughes  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
hughesgeinc@gmail.com  
\_\_\_\_\_  
E-mail Address of Bidder's Authorized Representative  
\_\_\_\_\_  
1000003556  
\_\_\_\_\_  
Department Of Industrial Relations Registration Number  
\_\_\_\_\_  
6/7/17  
\_\_\_\_\_  
Date

**END OF SECTION**



9.26







### Agenda Item Details

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Meeting	Jun 21, 2017 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.26 Notice of Award to Apex General Contractors for the Remodeling of 3 Offices at Rio Plaza Elementary School.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	23,911.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that Apex General Contractors be awarded RSD Project 17-003-1M as the lowest bidder to remodel 3 Offices at Rio Plaza Elementary School.

### Public Content

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Speaker:  
Kristen Pifko

#### Rationale:

In order to accommodate student growth at Rio Plaza, three office areas need to be remodeled for different uses.

RSD Project 17-003-1M went out to bid for the remodeling of three offices at Rio Plaza. Of those that bid, Apex General Contractors, Inc. was the lowest bidder at \$23,911.00. Staff recommends awarding the contract to Apex General Contractors, Inc.

[Apex Award.pdf \(963 KB\)](#)

### Administrative Content

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### Executive Content

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# Balfour Beatty Construction

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

June 12, 2017

**Subject:** Remodeling of 3 Offices at Rio Plaza Elementary School  
Rio School District  
Oxnard, CA

**Re:** RSD Project 17-003-1M Remodeling of 3 Offices at Rio Plaza Elementary School.  
Recommendation to Request Board approval for issuance of Notice of Award.

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Award to Apex General Contractors, Inc. Base Bid for work related to RSD Project 17-003-1M Remodeling of 3 Offices at Rio Plaza Elementary School. Base Bid amounts received are as follows;

Apex General Contractors, Inc., Base Bid	\$ 23,911.00
Omega Construction Company Inc., Base Bid	\$ 24,500.00

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

Respectfully,



Jesus E. Muguerra Ibarra  
Project Engineer  
Balfour Beatty Construction, Inc

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



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1250 N. Olive Street • Ventura CA 93001-1341

# PROPOSAL

VIA EMAIL: [JesusMuquerza@8altourbeattvvs.com](mailto:JesusMuquerza@8altourbeattvvs.com)

June 14, 2017

Rio School District  
C/O Jesus Muguerza Ibarra  
2500 E. Vineyard Avenue – Suite # 100  
Oxnard, California 93036

**RE: Limited Scope of Work  
Offices at Rio Plaza Elementary School  
600 Simon Way  
Oxnard, California 93036**

Dear Jesus,

APEX General Contractors, Inc. is pleased to present our limited scope of work proposal for minor office remodel work at the above-referenced project.

Our proposal is based upon job site meeting held on 6/2/17, which includes repurposing (2) small rooms into offices and remodel of an existing Staff Breakroom area.

## Summary of Work - Office #1

- Remove (1) existing 6' foot upper and base wood cabinet.
- Remove existing carpet and VCT floor tile at entry.
- Patch existing drywall around existing entry door opening
- Patch existing walls as needed
- Furnish and install new 24" x 24" carpet tiles and new 4" rubber top set base on interior wall lines
- Prime and paint existing walls with 100% acrylic paint, including ceilings
- Furnish and install new aluminum door threshold for existing entry door.
- Provide (3) 6' tall chain link fence panels on t-stands to segregate and delineate work zone
- Haul-off trash and debris from job site
- Provide limited project management time to coordinate work

**OFFICE #1 VALUE OF WORK \$ 10,281.00**

## Summary of Work - Office #2

- Remove existing open wood shelves on 3 interior walls
- Patch existing walls after removal of shelves
- Furnish and install new 24" x 24" carpet tiles and new 4" rubber top set base on interior wall lines
- Prime and paint existing walls with 100% acrylic paint, including ceilings
- Furnish and install (1) new 7' x 22' door vision in existing door.
- Provide (3) 6' tall chain link fence panels on t-stands to segregate and delineate work zone
- Haul-off trash and debris from job site
- Provide limited project management time to coordinate work

**OFFICE #2 VALUE OF WORK \$ 7,213.00**

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Limited Scope of Work  
Offices at Rio Plaza Elementary School  
June 14, 2017  
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**Summary of Work - Office #3 (Breakroom)**

- Remove 5' lineal feet of upper and base sink cabinets.
  - Install new cabinet provided by others.
  - Remove and replace quarter round trim at ceiling line
  - Patch existing walls as needed
  - Prime & paint existing interior perimeter walls with 100% acrylic paint, including (2) 3070 wood doors and frames and new quarter round trim. Includes (1) accent color.
  - Haul-off trash and debris from job site
  - Provide limited project management time to coordinate work
- \* Excludes floor coverings and glue-up ceiling tile repairs  
\*\* If plumbing work is required, please add an allowance of \$1,200.00 to below value of work

**OFFICE #3 VALUE OF WORK \$ 6,417.00**

**LIMITED SCOPE OF WORK / TOTAL LUMP SUM BID \$ 23,911.00**

**Exclusions:** Plans, permits, inspections, deputy inspections, testing, abatement and/or remediation of ACM/Mold, correction of existing base building deficiencies or existing code violations, hidden or concealed conditions, Temporary and/or Final Certificate of Occupancy by tenant, Fire caulking of existing electrical/mechanical penetrations or draft stops, overtime & phasing, Utilities Fees, including Southern California Edison and Gas Company, Relocation of utilities, Plumbing, Electrical, Mechanical, Fire Sprinkler, Fire Alarm, New Doors/Frames/Hardware, Sound-proofing, major floor prep and/or leveling of floors, ADA site improvements, tactile signage and ceiling repairs,

**Qualifications:** Pricing is based upon State of California County of Ventura Prevailing Wage. All work to be performed during normal hours from 7:00AM to 3:30PM Monday through Friday. Our standard mark-up on change orders is 20% for overhead and profit. Our self-performed Prevailing Wage hourly rate is \$85.00/hour and \$127.50/hour for overtime, if required. Pricing is valid for 30 days.

\_\_\_\_\_  
Authorization to Proceed / Date  
ACCEPTANCE

\_\_\_\_\_  
APEX General Contractors, Inc. / Date  
ACKNOWLEDGEMENT

We appreciate the opportunity to provide our bid proposal and look forward to hearing from you soon.

Please call me if you have any questions.

Sincerely,

Mick Duarte  
Project Manager/Estimator

Cc: Ken Leseberg  
File





