



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

November 15, 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, DMA**

2.0



Wednesday, November 15, 2017
RSD Regular Board Meeting

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

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

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.

4. Closed Session

4.1 Consideration of Student Discipline- [Education Code 48918]Expulsion of Student No. 6003879

4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2017/2018

4.3 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

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

5.1 Report of Closed Session

6. Public Hearings

6.1 RSD to RTA Sunshine Proposals for the 17/18 Negotiations

6.2 RTA to RSD Sunshine Proposals for the 17/18 Negotiations

7. Communications

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. Information

8.1 Business Services Report

8.2 Educational Services Report

8.3 First Reading of CSBA Board Policies

9. Discussion/Action

9.1 eRate RFP for all School Site Classroom Wireless Access Points

9.2 eRate RFP for fiber connection from Rio School District to Rio STEAM Academy

9.3 Increase of Blanket Purchase Order for R. Indigenous Consultant Tribe Monitoring for weekly monitoring reports to ensure our compliance with CEQA and/or SB18 guidelines related to Native American monitoring.

9.4 Approval of Proposal from Plowboy Landscapes, Inc. for the Irrigation work necessary at Rio Plaza

9.5 17/18 RSD to RTA Sunshine Proposals

9.6 1718 RTA to RSD Sunshine Proposals

9.7 Approval of Change Order to American Integrated Resources bid for added scope items to the project

9.8 Approval of the Minutes from the Local Career Technical Education and Advisory Committee

9.9 Approval of Award of Copier Bid

9.10 Approval of Typing Agent services for student keyboard software licenses

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting of October 18, 2017

10.3 Approval of the Special Board Meeting Minutes of October 26, 2017

10.4 Approval of Donation Report

10.5 Approval of the Personnel Report

10.6 Ratification of the Commercial Warrant

10.7 Approval of the Bilingual Substitute Daily Rate

10.8 Approval of Axiom, Inc. proposal to complete RSD's School Accountability Report Cards for the 2017-2018 school year

10.9 Approval of Memorandum of Understanding between RSD and OUHSD sharing student data

10.10 Contract for eRate Consulting Services

10.11 Resolution No. 1718/20 for the Notice of Completion of the Upgrades to the District Wide MPR's Audio and Visual Systems Access

10.12 Approval of Water Pipeline Easement at Rio Lindo Elementary School

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: December 6, 2016 (Annual Organization Meeting)

12. Adjournment

12.1 Adjournment

4.1



Agenda Item Details

Meeting Nov 15, 2017 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.1 Consideration of Student Discipline-Expulsion [Education Code 48918]Expulsion of Student No. 6003879
Access Public
Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Nov 15, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2017/2018

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Nov 15, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	6. Public Hearings
Subject	6.1 RSD to RTA Sunshine Proposals for the 17/18 Negotiations
Access	Private
Type	Information
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <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 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

Speaker: Carolyn Bernal

Rationale: Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

Accordingly, a public hearing is scheduled for tonight's Governing Board meeting. The Governing Board distributed copies of the RSD Proposal for 2017/2018 re-opens prior to the hearing.

Public Hearing RSD to RTA 11-15-17.doc (30 KB)

Administrative Content

Executive Content

PLEASE POST NOVEMBER 8, 2017

RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA

**NOTICE OF
PUBLIC HEARING**

**PUBLIC HEARING ON THE RIO SCHOOL DISTRICT
PROPOSAL FOR REOPENERS FOR THE 2017-2018
SCHOOL YEAR WITH THE RIO TEACHERS
ASSOCIATION**

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on November 15, 2017, at the Rio School District Board Room, 3300 Cortez Street, Oxnard, CA 93036 beginning at 6:00 p.m. Copies of the initial proposals have been distributed to and are available at:

Rio School District, 2500 Vineyard Avenue, Oxnard, CA 93036
All Rio School District School Sites

PLEASE POST NOVEMBER 8, 2017



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	6. Public Hearings
Subject	6.2 RTA to RSD Sunshine Proposals for the 17/18 Negotiations
Access	Public
Type	Information
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <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 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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Accordingly, a public hearing is scheduled for tonight's Governing Board meeting. The Governing Board distributed copies of the RTA Proposal for 2017/2018 re-opens prior to the hearing.

Public Hearing RTA to RSD 11-15-17.doc (31 KB)

Administrative Content

Executive Content

PLEASE POST NOVEMBER 8, 2017

RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA

**NOTICE OF
PUBLIC HEARING**

**PUBLIC HEARING ON THE RIO TEACHERS
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All Rio School District School Sites

PLEASE POST NOVEMBER 8, 2017

8.1



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
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

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Ms. Pifko will update the Governing Board on the following topics:

- Measure G Update
- Budget Timeline

Administrative Content

Executive Content



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	<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

Speaker: Educational Services Staff

Rationale: Educational Staff will provide the Governing Board with the following updates:

- Technology Update
- Dashboard Local Indicators
- Translation Services Update

Administrative Content

Executive Content



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	8. Information
Subject	8.3 First Reading of CSBA Board Policies
Access	Public
Type	Information

Public Content

Speaker: Superintendent Puglisi

Rationale:

CSBA provides updates to board policies as changes to the law occur. District personnel have reviewed the attached policies and will be brought for action at a later meeting.

Administrative Content**Executive Content**



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 eRate RFP for all School Site Classroom Wireless Access Points
Access	Public
Type	Action
Preferred Date	Nov 15, 2017
Absolute Date	Nov 15, 2017
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Staff recommends approval of replacement of Wireless Access Points through the use of eRate funding
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

Speaker: Jarkko Myllari

Rationale:

Our current access points in all our classrooms are going on their 5th year. With the current access points already showing performance issues and moving on with the staggered Chromebook employment, the district is looking into replacing all wireless access points at each site with upgraded devices. Technology would like to use eRate to help with the cost of purchasing new access points. The district can experience significant savings (in excess of 80%) on the purchase and installation.

The first step in the eRate process is to release a Request for Proposal (RFP) soliciting bids from vendors on installing the new wireless access points in all classrooms at each site. Once bids are received, they are evaluated and the district can proceed with either awarding a contract to the best vendor (based on the bid evaluation criteria) or not proceeding with a contract at all. Releasing an RFP does not obligate the district to make any purchase or proceed any further with the process unless the Board deems such a move appropriate.

Administrative Content

Executive Content

<https://www.boarddocs.com/ca/rto/Board.nsf/Private?open&login#>



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 eRate RFP for fiber connection from Rio School District to Rio STEAM Academy
Access	Public
Type	Action
Preferred Date	Nov 15, 2017
Absolute Date	Nov 15, 2017
Fiscal Impact	Yes
Recommended Action	Staff recommends approval of fiber connection from Rio District to Rio STEAM Academy through the use of eRate funding
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

Speaker: Jarkko Myllari

Rationale:

The district will need to have the fiber connected from Rio School District to Rio STEAM Academy in order to have full integration equivalent with our other sites. Technology would like to use eRate to help with the cost of connecting the fiber.

The first step in the eRate process is to release a Request for Proposal (RFP) soliciting bids from vendors on Ethernet connectivity of 10Gbps from the District's network hub to the new Rio STEAM Academy. Once bids are received, they are evaluated and the district can proceed with either awarding a contract to the best vendor (based on the bid evaluation criteria) or not proceeding with a contract at all. Releasing an RFP does not obligate the district to make any purchase or proceed any further with the process unless the Board deems such a move appropriate.

Administrative Content

Executive Content



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Increase of Blanket Purchase Order for R. Indigenous Consultant Tribe Monitoring for weekly monitoring reports to ensure our compliance with CEQA and/or SB18 guidelines related to Native American monitoring.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	15,000.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	Staff recommends approving the additional funds for the monitoring of the STEAM school grounds by R. Indigenous Consultant Tribe Monitoring

Public Content

Speaker:
Kristen Pifko

Rationale:

A blanket purchase order was created for R. Indigenous Tribe Monitoring in September for the cost of the weekly monitoring of the work performed on the STEAM site. R. Indigenous Tribe has two monitors each day because there is work being performed in different areas of the school site and one person cannot monitor both at the same time.

In order to comply with California Environmental Quality Act and/or SB18, guidelines require that a monitor be present during the grading phase to establish an end of project report stating the Rio School District was in compliance with California Environmental Quality Act (CEQA).

Administrative Content

Executive Content



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approval of Proposal from Plowboy Landscapes, Inc. for the Irrigation work necessary at Rio Plaza
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	23,141.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that Plowboy Landscapes, Inc. be awarded the irrigation job at Rio Plaza

Public Content

Speaker:
Kristen Pifko

Rationale:

Two bids were submitted for the irrigation work at Rio Plaza to replace and install a sprinkler system. Following construction of new outdoor learning areas. Plowboy was the lowest bidder.

Plowboy Landscapes, Inc.	\$23,141.00
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[Plowboy Landscapes for irrigation work.pdf \(197 KB\)](#)

Administrative Content

Executive Content

PLOWBOY LANDSCAPES, INC.

2190 N. VENTURA AVENUE VENTURA, CA 93001
TEL: (805) 643-4966 FAX: (805) 648-5571
LIC: 598795

DATE: October 27, 2017
TO: Rio Plaza Elementary School
ATTN: Charles Fichtner
FROM: Doug Wasson
RE: Rio Plaza Elementary School
** Revised **

TEL: (805) 983-1329 Ext 101
cfichtner@rioschools.org
CELL: (805) 207-8770
doug@plowboylandscapes.com

SCOPE OF WORK

Revamp existing irrigation around four sections of new paver stone pads at classrooms.

Work to Include

- ❖ 1st Section: Approx. (18) Rotors
 (12) Pop up Spray Heads
- ❖ 2nd Section: Approx. (37) Pop up Spray Heads
- ❖ 3rd Section: Approx. (42) Pop up Spray Heads
- ❖ 4th Section: Approx. (36) Pop up Spray Heads
 (1) Gate Valve

Demolition & lateral lines as needed.

\$ 23,141.00

Notes:

- ❖ No turf renovation

Reviewed & Approved

Charles Fichtner

10/30/17
Date



9.5



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 17/18 RSD to RTA Sunshine Proposals
Access	Public
Type	Action
Recommended Action	It is recommended the board approve the RSD sunshine proposal for negotiations with RTA for the 17/18 school year
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <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 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

Speaker: Carolyn Bernal

Rationale: Pursuant to the provisions of Government Code Section 3547, the Governing Board must formally inform the public, through notice of and by conducting a Public Meeting, to receive input from the community prior to the initiation of negotiations.

Accordingly, the Rio School District's sunshine proposal for negotiations to commence the 17/18 negotiations cycle is recommended for adoption after a Public Meeting is held at a regular meeting of the Governing Board on November 15, 2017.

1718 RSD to RTA Sunshine proposals.docx (14 KB)

Administrative Content

Executive Content

11-06-17

Rio Teachers Association

RE: RSD 2017/2018 Proposal for Contract Negotiations

Per the Rodda Act, the Collective Bargaining Agreement between the Rio School District and the Rio Teachers' Association RTA/CTA/NEA, the Rio School District is submitting its' 2017/2018 negotiations proposal.

The Rio School District respectfully requests to meet and negotiate collaboratively with the Rio Teachers Association regarding the articles and topics below:

Article VI: Unit Member Work Day/Work Year/Work Conditions

Per the 2017 – 2020 three year agreement, the following articles are automatic reopeners during the 17/18 school year:

Article XIX Compensation

Article XX Employee Benefits

Under Article VIII – SAI Class Size

We look forward to initiating a good faith bargaining effort with the Rio School District.



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.6 1718 RTA to RSD Sunshine Proposals
Access	Public
Type	Action
Recommended Action	It is recommended the board approve the RTA sunshine proposal for negotiations with RSD for the 17/18 school year
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <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 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

Speaker: Carolyn Bernal

Rationale: Pursuant to the provisions of Government Code Section 3547, the Governing Board must formally inform the public, through notice of and by conducting a Public Meeting, to receive input from the community prior to the initiation of negotiations.

Accordingly, the Rio Teacher's Association sunshine proposal for negotiations to commence the 17/18 negotiations cycle is recommended for adoption after a Public Meeting is held at a regular meeting of the Governing Board on November 15, 2017.

Administrative Content

Executive Content

Rio Teachers Association

Bargaining Openers

The Rio Teachers' Association respectfully requests to meet and negotiate collaboratively with the Rio School District regarding the articles and topics below:

Article VI: Unit Member Work Day/Work Year/Work Conditions



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.7 Approval of Change Order to American Integrated Resources bid for added scope items to the project
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	60,152.55
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the change order be approved for the additional scope items of the project.

Public Content

Speaker:
Kristen Pifko

Rationale:

When the buildings were being laid out by the surveyor, a potential problem was discovered. The elevations in the bid documents for the geogrid pad had some conflicts with the utilities coming into the buildings. There was not enough clearance space to route and install building utilities. The team met to discuss the issue. It was determined that the most cost effective way to resolve the issue with utilities was to change the geogrid elevations. This added work to the grading contractor, but allowed the utility installations to proceed as bid. By adding this additional work to the project, it causes the price to increase and a change order is necessary.

American Integrated CO BP1.1.pdf (3,601 KB)

Administrative Content

Executive Content

Balfour Beatty Construction

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, CA 93036

November 6, 2017

Attn; Kristen Pifko, Assistant Superintendent Business Services

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #1 Site Earthwork
Recommendation to Approve Change Order #BP1.1 to American Integrated Resources.

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for Change Order #BP1.1 to American Integrated Resources for added scope items at the above Project. Additional work to the Project is as follows;

Item 1.1 *Deepen geogrid elevation at buildings A, B, C and E*

Reason; In an effort to value engineer project costs prior to bid time, project civil engineer changed the elevations of the geogrid pad. After bid, during construction, it was found that this value engineering effort would cause problems in the future with utilities coming into the building underneath the footing (not enough clearance space to route and install building utilities i.e.; electrical service, sewer service, etc.). RFI #0021 asked civil engineer if the geo grid pad elevation could be revised from an elevations shown on plans to an elevation of 76.5' throughout and engineer made no exception. This also includes a credit for deleting over excavation under all AC areas.

Project Cost Update:

American Integrated Resources Base Agreement	\$2,156,500.00
Current Change Order #BP1.1	\$ 60,152.55
Total Construction Cost to Date	<u>\$2,216,652.55</u>

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

Respectfully,



Robert Perks
Project Executive, Balfour Beatty Construction

cc. Kristen Pifko (Rio School District)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

CHANGE ORDER #BP1.1
11-6-17

PROJECT NO: 0045-015

CHANGE ORDER NO: BP1.1

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: AMERICAN INTEGRATED RESOURCES

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$2,156,500.00
Previously Approved Change Orders	\$0.00
This Change Order	\$60,152.55
Adjusted Contract Amount	\$2,216,652.55

TIME:

Original Contract Completion Date	December 2018
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2018

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEM 1.1 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 1.1 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

Contractor: American Integrated Resources

By _____

By _____

Date _____

Date _____

District Architect; Architecture for Education

District PM/CM; Balfour Beatty Construction

By _____

By Robert Perks Robert Perks

Date _____

Date 11/6/2017

Change Order to Contract
 Rio Bid 0045-015

Rio School District
 Project No 0045-015

Change Order #BP1.1

11/6/2017

Rio STEAM K-8 Campus
 BP #1 Site Earthwork
 American Integrated Resources

Original Contract

\$ 2,158,500.00

Item No.	GC No.	Description	Reason	Cost
1.1	COR#1	Deepen geogrid elevation at buildings A, B, C and E	In an effort to value engineer project costs prior to bid time, project civil engineer changed the elevations of the geogrid pad. After bid, during construction, it was found that this value engineering effort would cause problems in the future with utilities coming into the building underneath the footing (not enough clearance space to route and install building utilities i.e.; electrical service, sewer service, etc.). RFI #0021 asked civil engineer if the geo grid pad elevation could be revised from an elevations shown on plans to an elevation of 76.5' throughout and engineer made no exception. This also includes a credit for deleting over excavation under all AC areas.	\$ 60,152.55

Total Change Order # BP1.1

\$ 60,152.55

Previous CO

\$

Original Contract

\$ 2,156,500.00

Revised Contract

\$ 2,216,652.55

Posted to Drawings

Subcontractor Name

Benner and Carpenter

Subcontractor's RFI#

2

Response Information		
Responder	Date	Response
Michael Shea		

Disclaimer

Michael Shea

24 AUG 2017

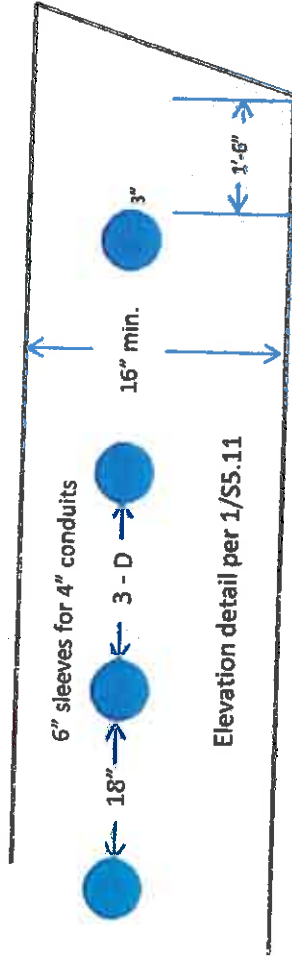
Authorized Signature

Michael Shea (Architecture for Education, Inc.)

Printed Name

Date

8-22-17



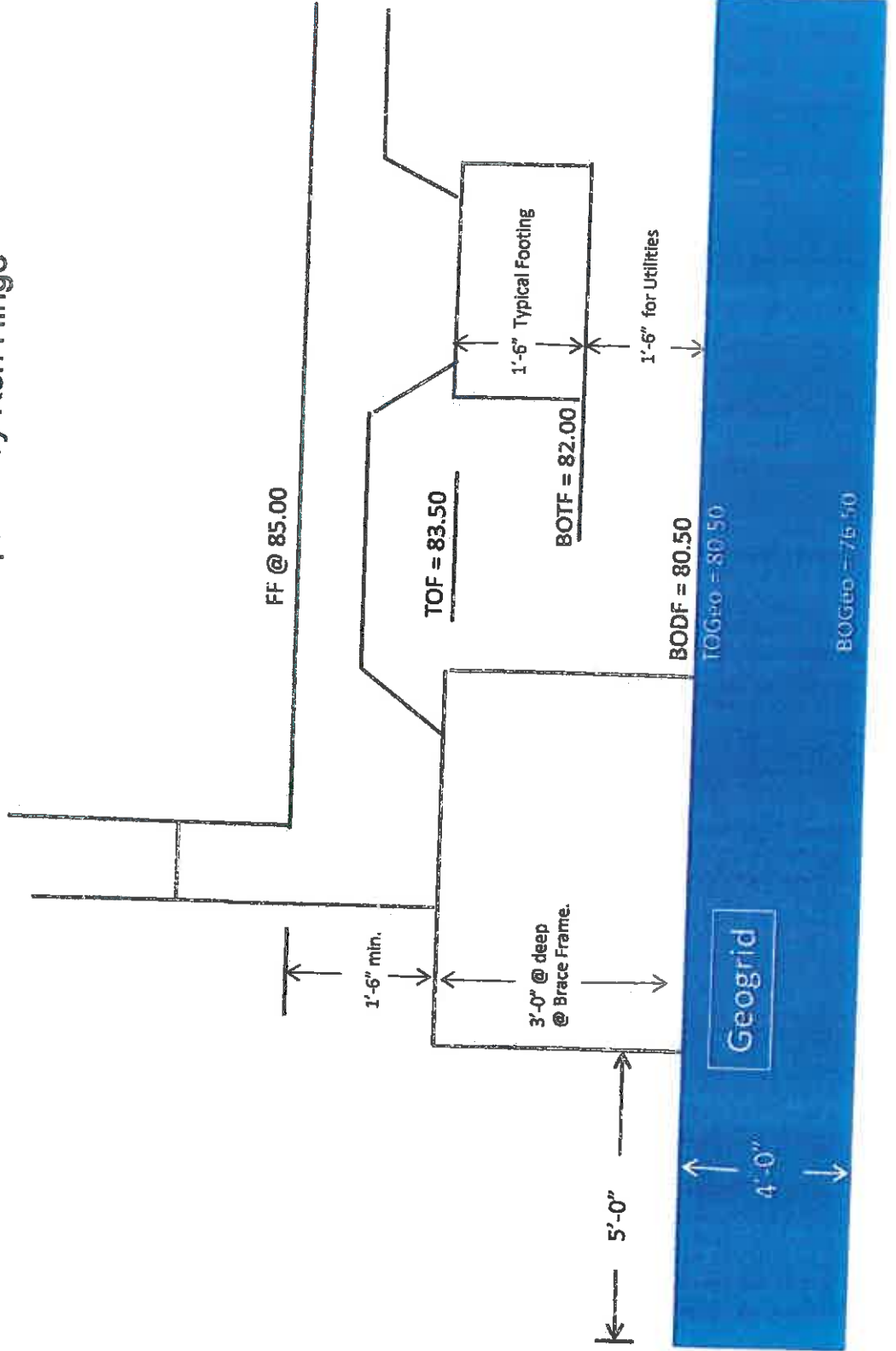
Rio K-8 STEAM School.

Sketch #02 - Geo, Footings, & Utilities

see C1.00 & 1/55.13

Date: 8-22-17

Prepared by Ken Hinge





CHANGE ORDER PROPOSAL

REQUESTED BY: Balfour Beatty
Ray Purcell
rpurcell@balfourbeattyus.com

DATE: 8/30/2017
 CHANGE IN WORK NOTIFICATION NUMBER: AIR CO#1
 PROJECT NAME: Rio Steam Pad Bottom Excavation Change

DESCRIPTION: As per directive RFI#021. Provide new bottom depth at 76.5 uniformly at all Pads, A, B, C & E. Credit for Bldg D and Credit for Site asphalt not requiring grading.

LABOR:

REF NUM	LABOR CLASSIFICATION	Hours			Rate	Quantity	LABOR COST
		x1.0	x1.5	x2.0			
1		0			63.19	1	\$0.00
2		0			63.19	1	\$0.00
3		0			71	1	\$0.00
4		0			71	1	\$0.00
Total Hours		0			71	1	\$0.00

LABOR SUBTOTAL: **\$0.00** Line 1
 Mark-up = 10%
 MARK-UP: **\$0.00** Line 2
 (Sum of Lines 1 and 2)
 LABOR TOTAL: **\$0.00** Line 3

EQUIPMENT & MATERIALS:

REF	MATERIAL DESCRIPTION	QTY	UNITS	UNIT COST	MATERIAL COST
1	Misc equip used (Sawzall, chop saw & blades; scaffold; etc)	0	Each	\$ 150.00	\$0.00
2	6-mil Poly, Duct Tape & Rolls of Bags	0	Each	\$ 50.00	\$0.00
3	Plywood & Misc. for Covering	0	Each	\$ 400.00	\$0.00
4	Suits, Respirator Filters, Gloves & Misc. PPE	0	Each	\$ 150.00	\$0.00
5	Fuel	0	Gallons	\$ 5.00	\$0.00
6	Sand Bags 40 each phase	0	Each	\$ 1.00	\$0.00
7	Delivery/Disposal Sand Bags	0	Each	\$ 250.00	\$0.00

MATERIAL: **\$0.00** Line 4
 SUB TOTAL: **\$0.00** Line 6
 Mark-up = 10%
 MARK-UP: **\$0.00** Line 7
 (Sum of Lines 4 through 7)
 TOTAL MATERIAL: **\$0.00** Line 8

SUBCONTRACTS: (Attach Subcontractor's proposal)

REF	SUBCONTRACTOR NAME / DESCRIPTION	SUBCONTRACT COST
1	MVC (See Attached 8961 Cubic Yards Cost Breakdown)	\$79,842.00
2	MVC (Credit Bldg D Attached Cost Breakdown)	\$ (5,301.45)
3	MVC (Credit Bldg Site Grade Under Asphalt Attached Cost Breakdown)	\$ (23,259.60)
		\$ -

SUBCONTRACT COSTS: **\$51,280.95** Line 9
 (15% of Line 9)
 MARK-UP: **\$7,692.14** Line 10
 (Sum of Lines 9 and 10)
 TOTAL SUBCONTRACT COSTS: **\$58,973.09** Line 11
 (Total of Lines 3, 8 & 11)
 SUBTOTAL: **\$58,973.09** Line 12
 SUBTOTAL: **\$0.00** Line 13
 SUBTOTAL: **\$58,973.09** Line 14
 2% Bond **\$1,179.46** Line 15
 (Sum of Lines 14 and 15)
 GRAND TOTAL: **\$60,152.55** Line 16

Approved By: _____

TOTAL CHANGE ORDER REQUEST: **\$60,153**

DATE: 8/30/2017



14305 Corporate Way - Moreno Valley, CA 92553
(951) 697-6888 - fax (951) 697-6889 - 1 ic - 762066

Date: August 25, 2017
To: American Integrated Resources, Inc.
2341 North Pacific St., Orange CA 92865
Attn: Dave McSkimming
dmskimming@americanintegrated.com

Re: **JOB SITE: Rio STEAM K-8 Campus**
3001 N. Ventura Road, Oxnard CA 93036
Rio School District
Certified Payroll/Prevailing Wage Rates Apply
No PSA/PLA Contracts

Terms: Progress Billings, 5% Retention

CHANGE ORDER REQUEST-01

Scope: Soils Excavation

• **Extra Depth Excavation and Soils Placement at Building A, B, C & E**
8961 Yards @ \$8.91 Per Yard= \$79,842.51

Credit for building D **\$5,301.45**

Credit for no over excavation under all AC areas **\$23,259.60**

TOTAL \$ 51,280.95

Qualifications

Access provided by General Contractor and/or Owner.
No Permits, Plans.

DIR Registration No: 1000000015, Expires 06/30/2018

SUBMITTED BY: JAY ZUPPARDO (951) 315-5555

Accepted By:

Date:

**Agenda Item Details**

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.8 Approval of the Minutes from the Local Career Technical Education and Advisory Committee
Access	Public
Type	Action, Minutes
Recommended Action	Staff recommends approval of the Minutes and Recommendations of the Local Career Technical Advisory Committee
Minutes	View Minutes for Oct 18, 2017 - RSD Local Career Technical Education Advisory Comm

Public Content

Speaker: Dr. Joel Kirschenstein

Rationale:

On October 18, 2017 the Local Career Technical Advisory Committee met to discuss recommendations. These recommendations are being brought forth for approval.

MinCTEAC.pdf (760 KB)

Administrative Content**Executive Content**



**Rio School District
Minutes
Local Career Technical Education Advisory Committee Meeting
October 18, 2017
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Open Session: 4:00 p.m.**

Members present:

Dr. Joel Kirschenstein
Oscar Hernandez
Jarkko Myllari
Larry Wolff
Indy Batra
Oscar Nunez
Jake Waltrip
Larry Kelman

1. Preliminary Business-4:00 p.m.

1.1 Call to Order-4:00 p.m.

Dr. Kirschenstein called the meeting to order at 4:05 p.m.

1.2 Pledge of Allegiance

Dr. Kirschenstein led the flag salute

1.3 Roll Call

Dr. Kirschenstein called the roll

2. Approval of the Agenda

2.1 Approval of the Agenda

The agenda was approved as presented.

Motion: Larry Wolff Second: Indy Batra Vote: 6-0

3. Communications

3.1 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (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.

4. Information/Action

4.1 Distribution of Discussion Agenda

Dr. Kirschenstein distributed the agenda and discussed the purpose of the committee.

4.2 Selection of Local Career Technical Education Advisory Committee Chairperson

Dr. Kirschenstein nominated Oscar Hernandez to serve as Chairperson for the committee.

Motion: Indy Batra Second: Oscar Nunez Vote: 6-0

4.3 Discuss and Approve Recommendations of the Local Career Technical Advisory Committee

The committee met and discussed recommendations that will meet the need for vocational and career technical facilities pursuant to Ed Code Section 17070.955.

5. Adjournment

Mr. Hernandez adjourned the meeting at 5:18 p.m.

Approved on this 15th day of November, 2017.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

Joe Esquivel, President
Eleanor Torres, Clerk
Edith Martinez Cortes
Ramon Rodriguez
Felix Eisenhauser, DMA

John D. Puglisi, Ph.D., Superintendent

November 8, 2017

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

Subject: Career Technical Education Advisory Committee Certification for the K8 STEAM and Rio School District Project.

Dear Superintendent Puglisi:

As Chairperson of the Rio School District's Career Technical Education Advisory Committee (CTEAC), please accept this letter regarding the District's new construction application for funding the Rio K8 STEAM Academy Project as confirmation that the plans for the new STEAM School adequately meets the District's need for vocational and career technical facilities, pursuant to Education Code Section 17070.955.

The committee met on October 18, 2017 to review the programs at the school and unanimously agreed that the need for career technical facilities is being met by Rio School District

Sincerely,

Oscar Hernandez
Chairperson of CTEAC

CTEAC Background

Introduction:

Prior to the passage AB 2419 (Wyland – 2006), only comprehensive high school sites were required to consult with a local career technical education advisory committee (CTEAC) regarding the need for vocational and career technical facilities for large new construction and modernization projects, pursuant to EC Section 17070.95. With the passage for AB 2419, all new construction and modernization projects when applying for state matching funds must create a CTEAC in order to adhere to EC Section 17070.955

The Law:

Section 17070.955 was added to the Education by AB 2419 (Wyland) on January 1, 2007. The law requires the career technical education advisory committee of a school district, in conjunction with an application of the district for funding of any construction or modernization project, and as a condition of the district receiving funds for the project, to provide written confirmation that the need for vocational and career technical facilities is being adequately met within the district.

Statue:

SECTION 1. Section 17070.955 is added to the Education Code, immediately following Section 17070.95, to read:

17070.955. In conjunction with an application of a school district for any construction or modernization project, and as a condition of the district receiving funds for the project, the career technical education advisory committee for the district shall provide written confirmation that the need for vocational and career technical facilities is being adequately met within the district consistent with Section 51224, subdivision (b) of Section 51225.3, subdivision (b) of Section 51228, and Section 52336.1.

In order to comply with the law, the district must provide **one** of the following items as proof of compliance:

- Minutes from a public meeting by the school district's governing board documenting the discussion with the local Career Technical Education Advisory Committee (CTEAC) regarding the local CTE facility needs assessment. The minutes must specify the recommendation by the CTEAC and that the need for CTE facilities is being adequately met by the school district. The minutes must also reference the new construction or modernization project(s) for which the school district is requesting funding.
- Minutes from the meeting with the local CTEAC regarding the local CTE facility needs assessment. The minutes must specify the recommendation by the CTEAC and document that the need for career technical facilities is being adequately met by the school district. The meeting notes must also reference the construction or modernization project for which the school district is requesting funding.
- Letter from the local CTEAC that identifies the local CTE facility needs assessment and that the need for CTE facilities is being adequately met by the school district, relative to the project(s) for which the school district is requesting funding.

If A Letter Is SENT From CTEAC Member, It Must Contain the Language Below:

"The plans for the new elementary school were presented to the respective Career Tech Advisory Committees. It was determined that the new elementary school project meets the requirements of Ed Code 17070.955 and that the need for Career Technical Facilities is being adequately met by Rio School District with the construction of this project."

Functions and Duties of Advisory Committee

It is the function of the Career Technical Education Advisory Committee to:

1. Review existing programs, courses of study, facilities, and equipment.
2. Propose new programs and/or courses when needed based on solid data for this community.
3. Evaluate existing programs and proposed new programs.
4. Revise existing programs, suggest changes or deletions, and develop educational specifications for the programs. (For use in building the program and planning for equipment and facilities.)
5. Develop building plans, review architects' plans, etc., where new buildings are being proposed.
6. Point out changes needed for the future in your area of interest, keeping the program up to date.
7. Assist in placement and in evaluating performance of our CTE students at (your school or college).



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.9 Approval of Award of Copier Bid
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	65,000.00
Budgeted	Yes
Budget Source	General Fund

Public Content

Speaker:
Kristen Pifko

Rationale:

On September 20, 2017, the board approved Resolution 1718/17 Making Findings Regarding and Approving Request for Proposals 17.18.10 Multifunction Digital Copier Equipment Lease and Maintenance Services. On September 23 and 30, 2017, Rio School District advertised for Request for Proposals for new copiers. A pre-bid conference was held on October 3, 2017.

The deadline for the proposals was October 27, 2017 and 11 bids were received. After review of all bids, a cost analysis was performed and references were called for each bid proposal. Six (6) bids were rejected as non-responsive. The remaining five (5) bids were evaluated based on the criteria listed in the RFP, experience, quality, price, financial capability, key personnel and contract terms.

The most qualified bidder in consideration of price and all other factors set forth in the request for proposal was determined to be Xerox

Administrative Content

Executive Content

9.10

**Agenda Item Details**

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.10 Approval of Typing Agent services for student keyboard software licenses
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	6,267.50
Budget Source	General Fund
Recommended Action	Staff recommends board approval of Typing Agent keyboard software licenses.

Public Content

Speaker: Oscar Hernandez

Rationale:

Improving student keyboarding skills is a critical component of proficiency computers. We would like to renew the Typing Agent software licenses for the 2017-2018 school year. Feedback from teachers is that it is much better for older students, and at the same time does well with younger students just learning basic skills. Staff recommends continued use of Typing Agent as the software for students to use to learn and practice their keyboarding skills.

TA renewal proposal.pdf (92 KB)

Administrative Content**Executive Content**



Learn to Type. Love the Fun.

Typing Agent LLC
51 West Dayton, Suite 302
Edmonds WA, 98020

Tel: 888 740-7119
Fax: 800 878 8119

OFFICIAL QUOTE

General Information

Prepared By Marie Imbault
Email marie@engagingwebapps.com

Quote Number 00009515
Quote Expiration Date 11/30/2017
Renewal date 10/31/2018

Contact Information

Contact Name Kathryn Aragon
Email karagon@rioschools.org

Phone (805) 485-3111

Address Information

Bill To Name Rio ESD (CA)
Bill To 2500 E Vineyard Ave
Oxnard, CA 93036
USA

Quote Line Items

Product	Sales Price	Quantity	Total Price
Typing Agent 2000-9999	\$1.15	5,450.00	\$6,267.50

Totals

Grand Total \$6,267.50

Notes:

- *All data hosting, updates, pedagogical and technological support are included in your subscription.
- * Should you not be using a formal purchase order, please indicate your acceptance by signing the present quote. You may then scan it and send it to my email address or forward it to me by fax at 1-800-878-8119.
- * Should you wish to pay by credit card or wire transfer, please provide me with the relevant information at the same time.

Thank you for your order! If you have any questions, concerns, or would like to learn about our other Engaging Webapps, please give me a call or email me. It's always a pleasure hearing from you! www.engagingwebapps.com

10.2

**Agenda Item Details**

Meeting Nov 15, 2017 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.2 Approval of the Minutes of the Regular Board Meeting of October 18, 2017

Access Public

Type Minutes

Public Content

Speaker: Superintendent Puglisi

Rationale:

Administrative Content**Executive Content**



Rio School District
Minutes
Regular Board Meeting
October 18, 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, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

Meeting called to order at 5:02 p.m.

1. Open Session 5:00 p.m.

1.1 Call to Order

President Esquivel called the meeting to order at 5:02 p.m.

1.2 Pledge of Allegiance

President Esquivel led the flag salute.

1.3 Roll Call

Trustee Torres called the roll. Trustee Rodriguez arrived at 5:04 p.m.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Torres pulled item 10.7 Approval of the Revised Contract with Nee Sachey to provide Music Instruction to Elementary Sites for discussion.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

3. Public Comment-Closed Session

Discussion: 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.

President Esquivel adjourned the meeting into closed session at 5:04 p.m.

4. Closed Session

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

4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2017/2018

4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]

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

5.1 Report of Closed Session

President Esquivel reconvened the meeting at 6:13 p.m.

President Esquivel reported the following action: By a vote of 5-0 the Governing Board took action to expel Student #5064496.

6. Presentations/Recognitions

None

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There were no acknowledgments to the board.

7.2 Board Member Reports

Board member reports were heard from Trustee Torres, Eisenhauer, Cortes-Martinez and Rodriguez.

7.3 Organizational Reports-RTA/CSEA/Other

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

7.4 Superintendent Report

Superintendent Puglisi provided a K-8 STEAM School Update. Dr. Kirschenstein reported the Local Career Technology Advisory Committee met this afternoon as recommended by the board. In attendance were Dr. Kirschenstein, Mr. Hernandez, Mr. Myllari, Mr. Lawrence Wolff, Mr. Indy Batra, Mr. Oscar Nunez and Mr. Jake Waltrip.

The recommendations will be brought to a future meeting.

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.

There were no public comments.

8. Information

8.1 Business Services Report

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

8.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented an update on the award Dr. Puglisi received from VC STEM.

Also an update from the EdLeader 21 Conference in Atlanta, Georgia; and Sokikom.

9. Discussion/Action

9.1 STEAM Academy Enrollment

Motion to move the item to the next regular board meeting with more information as requested.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

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

Not Present at Vote: Ramon Rodriguez left at 6:53 p.m.

9.2 RSD/RTA MOU - Alternative Staff Meeting Schedule - Rio Lindo, Rio Rosales and Rio del Valle schools

It is recommended the board take action and approve the alternative staff meeting schedule for Rio Lindo, Rio Rosales and Rio del Valle schools.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Ramon Rodriguez

9.3 Approval of Proposals from Precision Plumbing - Mechanical
It is recommended that the proposals from Precision Plumbing - Mechanical be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

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

Not Present at Vote: Ramon Rodriguez

9.4 Approval of Lease Agreement for 2714 E. Vineyard Avenue property Commonly Known as El Rio School Site

Staff recommends approving the lease agreement with Pacific West Communities, Inc. for the property located at 2714 E. Vineyard Avenue.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Ramon Rodriguez

10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval as amended.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Ramon Rodriguez

10.2 Approval of the Minutes of the Regular Board Meeting of September 20, 2017

10.3 Approval of Donation Report

Resolution: Staff recommends approval of the Donation Report

10.4 Personnel Report - October 18, 2017

10.5 Ratification of the Commercial Warrant for 9/8/17 through 10/6/17.

10.6 Williams Quarterly Complaint Report

10.7 Approval of Revised Contract with Nee Sachey to provide Music Instruction to Elementary Sites

Staff recommends the revised contract with Nee Sachey to provide music instruction to elementary sites.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Ramon Rodriguez

10.8 Proposal of Kiwitts General Building for replacement of glass and wall panels at Rio Del Valle Library

11. Organizational Business

11.1 Future Items for Discussion

None

11.2 Future Meeting Dates: November 15, 2017

12. Adjournment

12.1 Adjournment

President Esquivel adjourned the meeting at 8:18 p.m.

Approved on this 15th day of November, 2017.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.3

**Agenda Item Details**

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of the Special Board Meeting Minutes of October 26, 2017
Access	Public
Type	Minutes
Minutes	View Minutes for Oct 26, 2017 - RSD Special Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**



**Rio School District
Minutes
Special Board Meeting
October 26, 2017
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Open Session: 4:00 p.m.**

Members present

Eleanor Torres, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

1. Preliminary Business-4:00 p.m.

1.1 Call to Order-4:00 p.m

President Esquivel convened the meeting at 4:08 p.m.

1.2 Pledge of Allegiance

President Esquivel led the flag salute.

1.3 Roll Call

Trustee Torres called the roll. Trustee Martinez-Cortes was absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.
No corrections were noted.

2.2 Approval of the Agenda
Staff recommends approval.

Motion by Eleanor Torres, second by Ramon Rodriguez.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

3. Communications

3.1 Superintendent's Report

Superintendent Puglisi provided the board with updates regarding the STEAM school and the Master Plan.

3.2 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (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.

4. Discussion/Action

4.1 Review/Discuss/ Action on STEAM Academy Enrollment Criteria

The Governing Board motioned to select Enrollment Preference Option B and Lottery option 2 and will consider interdistrict students after enrollment begins.

Motion by Ramon Rodriguez, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

4.2 Approval of the Authorization Summary Forms from Willdan Lighting & Electric in conjunction with Southern California Edison's Energy Savings Program

It is recommended that the Authorization Summary Forms be approved by the Board in order to take advantage of the SCE Energy Savings Program

Motion by Joe Esquivel, second by Ramon Rodriguez.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

4.3 Approval of Easements and Bonds for the Development Improvement Agreement

It is recommended that the Authorization Summary Forms be approved by the Board in order to take advantage of the SCE Energy Savings Program

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

4.4 Approval of overnight field trip for California STEAM Symposium in San Francisco

It is recommended that the Authorization Summary Forms be approved by the Board in order to take advantage of the SCE Energy Savings Program

Motion by Joe Esquivel, second by Ramon Rodriguez.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

5. Adjournment

5.1 Adjournment

President Esquivel adjourned the meeting at 5:04 p.m.

Approved on this 15th day of November, 2017.

John Puglisi, Ph.D., Secretary Date

Eleanor Torres, Clerk of the Board Date

10.4



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 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

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio del Mar	Debbie Seguy	Music Program	Piano (700.00)
Rio Vista	Coca Cola	Incentives	29.76

Administrative Content

Executive Content

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.

10.5



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Approval of the Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board approve the November 15, 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

Speaker: Carolyn Bernal

Rationale: The November 15, 2017 Personnel Report is presented for approval.

[PersReport111517.pdf \(386 KB\)](#)

Administrative Content

Executive Content

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

November 15, 2017

Certificated Personnel Report

Certificated Ratification of Employment:

Pegler, Betsy, Teacher on Special Assignment, District Office, (1.0) FTE, Temporary, effective 10/25/2017

Classified Personnel Report

Classified Involuntary Transfer:

Barroso, Marlaena, Instructional Assistant/SPED, (5.75) hours, from Rio Rosales to Rio Lindo, effective 5/31/17

Classified Promotion:

Flores, Marissa, from Instructional Assistant/SPED (5)hrs, Rio Vista to Instructional Assistant/SPED, (5.75)hrs, effective 10/23/17

Classified Ratification of Employment:

Aguayo, Jazmin, Instructional Assistant/SPED, (5.75) hours, Rio Real, effective 11/8/17
Flores, Xochitl, Food Service Worker I, (3.25) hours Rio Del Valle, effective 11/1/17
Flores, Xochitl, Food Service Worker I, (2) hours Rio Del Valle, effective 11/1/17
Garcia - Frias, Maria, Food Service Worker I, (4.25) hours, Rio Vista, effective 10/30/17
Martinez, Oscar, Food Service Worker I, (3) hours Rio Plaza, effective 10/24/17
Martinez, Oscar, Food Service Worker I, (2) hours Rio Lindo, effective 10/24/17
Murillo, Angel, Custodian, (5) hours, Rio Del Valle, effective 10/24/17
Rance, Christina, Instructional Assistant/SPED, (5.75) hours, Rio Rosales, effective 11/13/17

Classified Resignation:

Campos, Gina, Food Service Worker II, (5.5) hours, Rio Del Mar, effective 11/3/17

Classified Saturday School Employment:

Alfaro, Andrea, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Arceo, Lucy, Secretary, effective 10/21/17 - 4/28/2018
Arroyo Jr., Ignacio, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Carrillo, Josefina, Secretary, effective 10/21/17 - 4/28/2018
Fino, Darlene, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Garibay, Maria, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Logue, Kristen, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Phillips, Kaylin, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Ruelas, Marissa, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Ruelas, Nicole, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Sanchez, Jacqueline, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Vega, Maria, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Vega, Suzanna, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Zamudio, Christopher, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018

10.6



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Ratification of the Commercial Warrant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,682,172.84
Budgeted	Yes
Budget Source	Various Funds as listed below
Recommended Action	It is recommended that the Commercial Warrant be approved for the period 10/6/17 through 11/2/17

Public Content

Speaker:
Kristen Pifko

Rationale:

Governing Board for ratification and details as necessary.

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of \$1,682,172.84 which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$1,221,036.55
Fund 130 Cafeteria Fund	\$ 93,180.22
Fund 211 Building Fund	\$ 282,336.51
Fund 251 Capital Facilities -	
Residential	\$ 55,811.53
Capital Projects Fund for Blen	\$ 30,000.00
Less Unpaid Tax Liability	<u>- 191.97</u>
TOTAL	\$1,682,172.84

Commercial Warrant Oct...pdf (3,567 KB)

Administrative Content

Checks Dated 10/06/2017 through 11/02/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027625	10/06/2017	Amber Gibson			
5009027626	10/06/2017	Driftwood Dairy	010-5200		209.70
5009027627	10/06/2017	Heinemann	130-4710		13,066.54
5009027628	10/06/2017	SYSCO VENTURA	010-4300		3,478.32
5009027629	10/06/2017	THE BERRY MAN, INC.	130-4710		45,423.10
5009027630	10/06/2017	TUBBS BROTHERS PLUMBING DBA HAROLD'S FAST ROOTER & PLUMB	130-4710		30,635.54
			010-5610		6,300.00
5009027631	10/09/2017	Jisela Ramirez			
5009027632	10/09/2017	A4E	010-5200		75.43
5009027633	10/09/2017	ARC	211-6219		32,561.00
5009027634	10/09/2017	GREATAMERICA FINANCIAL SVCS	211-5800		109.03
5009027635	10/09/2017	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5610		286.57
			010-5612		854.43
5009027636	10/09/2017	KONICA MINOLTA PREMIER FINANCE			
			010-5612		1,506.86
5009027637	10/09/2017	McKay Conant Hoover Inc			
5009027638	10/09/2017	PRINTECH	211-5800		700.00
5009027639	10/09/2017	Reed Mechanical Systems Inc.	010-8699		3,312.50
5009027640	10/09/2017	TELCOM, INC	211-6202		950.00
5009027641	10/09/2017	Traffic Technologies, LLC	010-5610		78.86
5009027642	10/09/2017	Trashcans Unlimited	010-4300		394.42
			010-4300	1,962.33	
5009027643	10/09/2017	Turf Star, Inc.	Unpaid Tax	141.14-	1,821.19
5009027644	10/09/2017	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5610		540.56
			010-5800		4,853.00
5009027645	10/12/2017	Jacqueline Jones			
5009027646	10/12/2017	Bernadette M. Cisneros	010-4300		125.83
5009027647	10/12/2017	Robin A. Van Eyk	010-5200		183.50
5009027648	10/12/2017	Veronica Rauschenberger	010-5200		297.50
5009027649	10/12/2017	Jacob R. Waltrip	010-4300		198.78
5009027650	10/12/2017	Josefina Yurof	010-4300		198.84
5009027651	10/12/2017	Lillian Hernandez	010-5200		11.77
5009027652	10/12/2017	Lacey Piper	010-4300		97.98
5009027653	10/12/2017	BARBARA ALVIDREZ	130-5200		171.20
	Cancelled on 10/25/2017		Cancelled		282.00 *
5009027654	10/12/2017	ARC			
5009027655	10/12/2017	Julle Avnk	211-5800		27.49
5009027656	10/12/2017	Bertrand Music	211-5800		4,690.00
			010-4300	3,050.03	
5009027657	10/12/2017	JOHN DEERE FINANCIAL	010-4400	19,509.00	22,559.03
5009027658	10/12/2017	California Commission on Teacher Credentialing	010-4360		1,411.33
			010-5800		100.00
5009027659	10/12/2017	FEIN #: 13-2677004 CANON SOLUTIONS AMERICA, INC.			
			010-5612		180.00
5009027660	10/12/2017	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS			
			010-5800		305.00
5009027661	10/12/2017	CITY OF OXNARD			
			010-5540		8,495.71

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 : 01/05/2017

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Checks Dated 10/05/2017 through 11/02/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027662	10/12/2017	Durham Transportation	010-5800		3,000.00
5009027663	10/12/2017	Frontier Communications	010-5900		57.32
5009027664	10/12/2017	Fry's Electronics customer #70893	010-4300	163.59	
			010-4400	1,244.44	1,408.03
5009027665	10/12/2017	THE GAS COMPANY	010-5530		318.39
5009027666	10/12/2017	HARRIS WATER CONDITIONING	010-5540		67.68
5009027667	10/12/2017	JOHNSTONE SUPPLY	010-4300		310.19
5009027668	10/12/2017	J.W. Pepper	010-4300		1,281.76
5009027669	10/12/2017	Kimball Midwest	010-4300		2,695.72
5009027670	10/12/2017	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	6,251.80	
			130-5612	374.37	6,626.17
5009027671	10/12/2017	Lawrence Media	010-5800		4,500.00
5009027672	10/12/2017	Lawson Products	010-4300		944.34
5009027673	10/12/2017	Learning Priority, Inc	010-5800		4,500.00
5009027674	10/12/2017	Michael Lorimer	010-5800		869.46
5009027675	10/12/2017	Mark It Place	010-4300		347.49
5009027676	10/12/2017	MetLife Small Market	010-9539		9.72
5009027677	10/12/2017	MetLife Small Market	010-9539		35.97
5009027678	10/12/2017	Mobile Diesel Smoke Testing Services	010-5610		1,500.00
5009027679	10/12/2017	Ford Crd# Dept 67-434	130-7438	115.00	
			130-7439	530.95	646.94
5009027680	10/12/2017	Myers, Widders, Gibson, Jones	010-5802	10,818.86	
			251-5802	1,323.00	12,141.86
5009027681	10/12/2017	O'Reilly Auto Parts	010-4300	973.18	
			010-4360	.20	973.38
5009027682	10/12/2017	Pacific Earth Resources DBA Pacific Sod	010-4360		139.96
5009027683	10/12/2017	Pacific Equipment	010-4300		24.88
5009027684	10/12/2017	PARKHOUSE TIRE, INC.	010-5610		2,489.77
5009027685	10/12/2017	PAT-CHEM LABORATORIES	010-5540		475.00
5009027686	10/12/2017	Pioneer Chemical Co	010-4300	77.58	
			010-9320	4,972.67	5,050.25
5009027687	10/12/2017	PRAXAIR DISTRIBUTION INC	010-4300		94.56
5009027688	10/12/2017	PRINTECH	010-5612		3,400.00
5009027689	10/12/2017	QUALITY WINDOWS	010-5635		367.18
5009027690	10/12/2017	Rancho Camulos Museum	010-5800		360.00
5009027691	10/12/2017	Sage Institute	251-5800		12,000.00
5009027692	10/12/2017	SERVICE PRO-FIRE PROTECTION, I	010-5800		4,236.61
5009027693	10/12/2017	Southwest School & Office Supply	010-9320		1,196.91
5009027694	10/12/2017	Surfside Prints	010-4300		1,154.00
5009027695	10/12/2017	Teachers for the Study of Educational Institutions	010-5800		2,925.00
5009027696	10/12/2017	UNITED WATER CONSERVATION DIST.	010-5540		1,791.23

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Checks Dated 10/06/2017 through 11/02/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027697	10/12/2017	U.S. Bank Corporate Payment Systems	010-4300	4,034.84	
5009027698	10/12/2017	Ventura County Office of Education	010-5200	1,383.80	5,418.64
5009027699	10/16/2017	Leslie T. Pimentel	010-5200		65.00
5009027700	10/16/2017	Elena Ramirez	010-5200		57.30
5009027701	10/18/2017	Marisela Valdez	010-5200		35.95
5009027702	10/16/2017	Cameron L. Ohl	010-4300		101.46
5009027703	10/16/2017	Kristen Pifko	010-5200		39.58
5009027704	10/16/2017	Ryan M. Howatt	Cancelled		38.41
	Cancelled on 10/27/2017				376.32
5009027705	10/16/2017	ARC	211-5800		282.00
5009027706	10/16/2017	BARON INDUSTRIES	010-4300		1,204.05
5009027707	10/16/2017	C & M AUTO TRUCK ELECTRIC	010-5610		438.36
5009027708	10/16/2017	JOHN DEERE FINANCIAL	010-4380		90.67
5009027709	10/16/2017	CITY OF OXNARD	010-5540		2,275.07
5009027710	10/16/2017	COGGS TIRE SERVICE	010-5610		23.36
5009027711	10/16/2017	E J Harrison & Sons	010-5560		126.83
5009027712	10/16/2017	Eckharts Trailer Hitch & Welding, Inc.	010-4300		1,280.33
5009027713	10/16/2017	Encompass Consultant Group	211-6101		750.00
5009027714	10/16/2017	Ewing Irrigation Products Inc	010-4360		1,333.80
5009027715	10/16/2017	Fence Factory	010-4300	48.12	
			010-5610	3,643.00	
5009027716	10/16/2017	Grainger	010-5630	523.98	4,215.10
5009027717	10/16/2017	J.W. Pepper	010-4300		524.38
5009027718	10/16/2017	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-4300		1,598.18
			010-5610		826.80
5009027719	10/16/2017	Reed Mechanical Systems Inc.	211-6202		760.00
5009027720	10/16/2017	TELCOM, INC	010-5610		126.93
5009027721	10/16/2017	TPC Commercial LLC C/O Moss Co.	010-5800		18,864.28
5009027722	10/16/2017	TUBBS BROTHERS PLUMBING DBA HAROLD'S FAST ROOTER & PLUMB	010-5610		90.00
5009027723	10/16/2017	Turf Star, Inc.	010-4360		1,340.21
5009027724	10/16/2017	VCOE-0941	010-5200		300.00
5009027725	10/16/2017	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		2,246.00
5009027726	10/17/2017	APPLIED BACKFLOW TECHNOLOGIES	010-5540		452.50
5009027727	10/17/2017	Diane DeLaurantis	010-5800		1,225.00
5009027728	10/17/2017	Earth Systems Consultants	211-5800		18,430.55
5009027729	10/17/2017	SOUTHERN CALIF. EDISON	010-5520		82,222.54
5009027730	10/17/2017	EDUCATIONAL DATA SYSTEMS ATTN: ACCOUNTING DEPT.	010-5800		426.45
5009027731	10/17/2017	William Venegas Hip Hop Mindset	010-5800		3,220.00
5009027732	10/17/2017	Blaine Kulin	010-5800		1,030.60
5009027733	10/17/2017	Nee Quaison Sackey	010-5800		1,624.00

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Checks Dated 10/06/2017 through 11/02/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027734	10/17/2017	SECURE CONTENT SOLUTIONS	010-5800		3,840.08
5009027735	10/19/2017	United of Omaha Life Ins. Co.	010-9534		616.86
5009027736	10/19/2017	SISC FINANCE	010-9516	8,679.28	
			010-9534	537,550.80	
			010-9537	32,411.22	578,641.10
5009027737	10/19/2017	Carmen Vasquez	010-5200		105.00
5009027738	10/19/2017	Henry L. Carreon	010-5200		13.40
5009027739	10/19/2017	Michelle Duckett	010-5200		185.34
5009027740	10/19/2017	Jillian N. Ramos	010-5200		283.13
5009027741	10/19/2017	Teresa R. Ivey	010-5200		384.39
5009027742	10/19/2017	Melissa Navarrete	010-5200		89.61
5009027743	10/19/2017	Dana Mainzner	010-5200		820.00
5009027744	10/19/2017	Oscar G. Hernandez	010-5200		69.95
5009027745	10/19/2017	BALFOUR BEATTY CONSTRUCTION	211-6272		144,138.00
5009027746	10/19/2017	CITY OF OXNARD	010-5540		1,641.15
5009027747	10/19/2017	Redfall Co.	211-5800		10,000.00
5009027748	10/19/2017	Pacific West Communities, Inc	490-5800		30,000.00
5009027749	10/23/2017	Learning Without Tears	010-4300		288.90
5009027750	10/23/2017	U.S. Bank Corporate Payment Systems	010-4300	314.05	
			010-5200	1,053.00	1,367.05
5009027751	10/24/2017	Michelle Duckett	010-5200		7.55
5009027752	10/24/2017	Robert J. Guynn Jr.	010-5800		54.44
5009027753	10/24/2017	Georges Laguerre	010-5800		200.00
5009027754	10/24/2017	Alejandra Serrano	010-5200		301.91
5009027755	10/24/2017	Ryan M. Howatt	010-5200		188.16
5009027756	10/24/2017	Amy M Davis	010-5800		150.00
5009027757	10/24/2017	ARC	211-5800		2,828.54
5009027758	10/24/2017	Aswell Trophy	010-4300		2,229.08
5009027759	10/24/2017	CADA LEADERSHIP CAMPS	010-5200		765.00
5009027760	10/24/2017	CANON BUSINESS SOLUTIONS, INC.	010-5812		55.11
5009027761	10/24/2017	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5200		3,985.00
5009027762	10/24/2017	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		300.00
5009027763	10/24/2017	Ralph D'Oliveira	010-5800		2,800.00
5009027764	10/24/2017	Department of Consumer Affairs	010-5300		180.00
5009027765	10/24/2017	Durham Transportation	010-5800		389.70
5009027766	10/24/2017	E J Harrison & Sons	010-5560		6,389.28
5009027767	10/24/2017	Fry's Electronics customer #70893	010-4300		621.08
5009027768	10/24/2017	THE GAS COMPANY	010-5530		806.16
5009027769	10/24/2017	George John Nougles IV	010-5800		100.00
5009027770	10/24/2017	HARRIS WATER CONDITIONING	010-5540		48.75
5009027771	10/24/2017	Holly Wright	010-5800		100.00
5009027772	10/24/2017	KONICA MINOLTA PREMIER FINANCE	010-5812	2,249.39	

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Checks Dated 10/06/2017 through 11/02/2017					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027772	10/24/2017	KONICA MINOLTA PREMIER FINANCE	130-5612	204.49	2,453.88
5009027773	10/24/2017	MJP COMPUTERS	010-4300		1,599.60
5009027774	10/24/2017	Murals by Lisa Kelly	010-5800		3,600.00
5009027775	10/24/2017	Nina G Danza	010-5800		20.00
5009027776	10/24/2017	OXNARD PERFORMING ARTS & CONVENTION CENTER	010-5600		500.00
5009027777	10/24/2017	Power Plus	211-5800		12,173.45
5009027778	10/24/2017	Rotary Club	010-5300		347.00
5009027779	10/24/2017	SC FUELS	010-4300	4,046.68	
			010-4360	562.88	
			130-4300	93.14	4,702.70
5009027780	10/24/2017	So. Calif. Kindergarten Conf.	010-5200		1,640.00
5009027781	10/24/2017	TAMS-WITMARK Music Library, Inc	010-5600		471.25
5009027782	10/24/2017	VCSCA	010-5200		455.00
5009027783	10/24/2017	WEVideo Inc.	010-5800		3,904.05
5009027784	10/26/2017	Jacqueline Jones	010-5200		834.04
5009027785	10/26/2017	Robert Mitchell	010-4300		121.50
5009027786	10/26/2017	Robert W. Gynn	010-4300	831.20	
5009027787	10/26/2017	Dana Mainzer	010-5800	96.00	927.20
5009027788	10/26/2017	American Express	010-5200		145.77
			010-4400	4,451.20	
5009027789	10/26/2017	AMERICAN EXPRESS	130-4300	328.57	4,779.77
			010-4300	424.09	
			010-5600	1,025.60	
			010-5810	381.10	
5009027790	10/26/2017	A4E	010-5920	158.85	1,969.64
5009027791	10/26/2017	Assistance League School	211-6219		19,261.45
			010-5100	12,177.27	
5009027792	10/26/2017	Bertrand Music	010-5800	2,272.73	14,450.00
			010-4300	930.19	
5009027793	10/26/2017	CONTINUING DEVELOPMENT INC.	010-4400	3,059.07	3,989.26
			010-5100	2,094.35	
5009027794	10/26/2017	CETPA	010-5800	809.54	2,903.89
5009027795	10/26/2017	EBS HEALTHCARE	010-5200		1,010.00
			010-5100	8,745.13	
5009027796	10/26/2017	EDUCATIONAL DATA SYSTEMS	010-5800	1,406.87	10,152.00
		ATTN: ACCOUNTING DEPT.	010-5800		90.00
5009027797	10/26/2017	FOOD SHARE, INC.	010-4300		365.98
5009027798	10/26/2017	So. Ca Kindergarten Conference	010-5200		328.00
5009027799	10/26/2017	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	5,137.92	
500902800	10/26/2017	MIND Research Institute	010-5800	4,499.05	9,636.97
500902801	10/26/2017	PARADIGM HEALTHCARE SERVICES	010-5800		5,437.50
500902802	10/26/2017	PASSAGEWAY, INC.	010-5800		2,657.77
			010-5100	4,556.96	

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Checks Dated 10/06/2017 through 11/02/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027802	10/26/2017	PASSAGEWAY, INC.	010-5800	2,125.21	6,682.17
5009027803	10/26/2017	SCHOOL NURSE SUPPLY, INC.	010-4300		724.44
5009027804	10/26/2017	School Services Of California	010-5200		430.00
5009027805	10/26/2017	SCHOOL SPECIALTY	010-4300	6,120.35	
			251-4300	19,396.76	
			251-4400	2,441.87	27,958.98
5009027806	10/26/2017	School Specialty	010-4300		48.81
5009027807	10/26/2017	School Specialty	010-4300	1,112.86	
			010-4400	1,524.99	
			251-4300	14,625.67	
			251-4400	3,524.23	20,787.75
5009027808	10/26/2017	Specialty Store Services	010-4300	247.39	
			Unpaid Tax	7.75-	239.64
5009027809	10/26/2017	SUPER DUPER PUBLICATIONS	010-4300	598.97	
			Unpaid Tax	43.08-	555.89
5009027810	10/30/2017	Employment Dev Dept	010-9535		2,249.74
5009027811	10/30/2017	United of Omaha Life Ins. Co.	010-9534		611.34
5009027812	10/30/2017	State Board Of Equalization Fuel Taxes Division	010-5800		28.93
5009027813	10/30/2017	JENNIFER GULLIXSON	010-8699		10.00
5009027814	10/30/2017	Jenise A. Buckenberger	130-4300		201.05
5009027815	10/30/2017	Michelle B. Townsley	010-5200		25.00
5009027816	10/30/2017	Kathleen D. Velasquez	130-4300		12.45
5009027817	10/30/2017	Erin E. Trujillo	010-5200		197.23
5009027818	10/30/2017	Samantha Vega-Flynn	010-4300		71.69
5009027819	10/30/2017	Erica McMann	010-4300		34.91
5009027820	10/30/2017	Robert W. Guynn	010-4300	137.80	
			010-5200	134.11	271.91
5009027821	10/30/2017	AMERICAN EXPRESS	010-4300	4,492.78	
			010-5200	941.87	
			010-5600	1,060.00	
			010-5920	158.85	
			130-4300	1,078.27	7,731.77
5009027822	10/30/2017	Carlos A. Flores	010-5800		5,000.00
5009027823	10/30/2017	Discount ID	010-4300	563.34	
			010-4400	1,290.60	1,853.94
5009027824	10/30/2017	DIV. OF THE STATE ARCHITECT	010-8699		37,750.00
5009027825	10/30/2017	SOUTHERN CALIF. EDISON	010-5520		286.92
5009027826	10/30/2017	FEDEX	010-5900		59.76
5009027827	10/30/2017	Fry's Electronics customer #70893	010-4300		2,021.55
5009027828	10/30/2017	THE GAS COMPANY	010-5530		134.60
5009027829	10/30/2017	Gold Coast CUE Attn: Genevieve Reifer	010-5200		120.00
5009027830	10/30/2017	MWG MESTMAKER & ASSOCIATES	010-5450		160.00
5009027831	10/30/2017	MJP COMPUTERS	010-4300	4,918.07	
			010-5800	8,190.00	13,108.07

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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Checks Dated 10/06/2017 through 10/02/2017					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027832	10/30/2017	R. Indigenous Consultants Tribal Monitoring, LLC	211-5800		9,880.00
5009027833	10/30/2017	Sam's Club Direct	010-4300	3,561.94	
			010-4325	117.54	
			010-9320	863.29	
			130-4300	457.62	
			130-4710	386.49	5,386.88
5009027834	10/30/2017	School Datebooks, Inc.	010-4300		2,869.05
5009027835	10/30/2017	School Outfitters	010-4300		152.69
5009027836	10/30/2017	Southwest School & Office Supply	010-4300	2,666.80	
			010-9320	17.81	2,666.71
5009027837	10/30/2017	Tax Deferred Services Corporate Office Suite 209	010-9539		83,813.00
5009027838	10/30/2017	U.S. Bank Corporate Payment Systems	010-4300	5,183.32	
			010-5200	2,915.42	
			010-5600	442.00	
			010-5800	1,271.80	
			010-5920	95.31	10,907.95
5009027839	10/30/2017	US BANK	251-5800		2,500.00
5009027840	10/30/2017	Venco Electric	211-6102		24,795.00
5009027841	10/30/2017	Dr. Elizabeth Yeager	010-5800		2,850.00
5009027842	10/31/2017	Nora Alfaro	010-4300		269.04
5009027843	10/31/2017	AMAZON.COM CORPORATE CREDIT	010-4300	7,357.56	
			010-9898	41.00	7,398.56
5009027844	10/31/2017	Broadview Networks	010-5900		7,083.32
5009027845	10/31/2017	CANON BUSINESS SOLUTIONS, INC.	010-5612		547.94
5009027846	10/31/2017	David Taussig & Assoc. Inc	010-5800		362.99
5009027847	10/31/2017	Diane DeLaurantis	010-5800		1,225.00
5009027848	10/31/2017	SOUTHERN CALIF. EDISON	010-5520		28,697.03
5009027849	10/31/2017	Fry's Electronics customer #70893	010-4300		680.88
5009027850	10/31/2017	William Venegas Hip Hop Mindset	010-5900		3,290.00
5009027851	10/31/2017	HOME DEPOT CREDIT SERVICES	010-4300	4,496.30	
			010-4380	1,002.01	5,498.31
5009027852	10/31/2017	KONICA MINOLTA PREMIER FINANCE	010-5812		848.16
5009027853	10/31/2017	Learning Priority, Inc	010-5800		4,500.00
5009027854	10/31/2017	Nee Quelson Sackey	010-5800		1,503.09
5009027855	10/31/2017	Hekar Rivera	010-5800		3,050.00
5009027856	10/31/2017	SC FUELS	010-4300	2,120.91	
			010-4360	106.16	
			130-4300	100.45	2,327.52
5009027857	10/31/2017	School Specialty	010-4300		208.67
5009027858	10/31/2017	U.S. Bank Corporate Payment Systems	010-4300	2,988.14	
			010-5200	11,744.44	14,732.58

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

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Checks Dated 10/06/2017 through 11/02/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027859	10/31/2017	YAMA LAWNMOWER REPAIR	010-4360	1,073.02	
			010-5610	243.51	1,316.53
Total Number of Checks			235		1,682,631.16

	Count	Amount
Cancel	2	658.32
Net Issue		1,682,172.84

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	206	1,221,036.55
130	Cafeteria Fund	14	93,180.22
211	Building Fund	17	282,336.51
251	CAPITAL FACILITIES - RESIDENTI	5	55,811.53
490	Capital Projects Fund for Blen	1	30,000.00
Total Number of Checks		233	1,682,364.81
Less Unpaid Tax Liability			191.97-
Net (Check Amount)			1,682,172.84

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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10.7



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of the Bilingual Substitute Daily Rate
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board approve the daily rate for a qualified bilingual substitute.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

Public Content

Speaker: Carolyn Bernal

Rationale:

Currently the state of California is experiencing a shortage of qualified substitute teachers in general but even more so with qualified bilingual substitutes. In Rio, building a large pool of qualified bilingual substitute teachers is a challenge. We continue to compete with local school districts. These challenges make it difficult to adequately staff large training days and often difficult to staff Mondays and Fridays due to call outs. In an effort to attract highly qualified bilingual substitutes and remain competitive within the county, Rio proposes the following daily rate for a qualified bilingual substitute teacher:

Daily Rate:

\$125 Days 1 - 10

\$135 Days 11 - 20

\$145 Days 21 and up

The above rates represent \$5.00 more per day than a non-bilingual qualified substitute.

Half day pay is equal to one half of the rates as above.

Bilingual substitutes who apply to sub for Rio would be required to pass a bilingual exam in order to be classified as "qualified" and receive the daily rate of \$125.

Administrative Content

Executive Content

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

<https://www.boarddocs.com/ca/rio/Board.nsf/Private?open&login#>

10.8



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of Axiom, Inc. proposal to complete RSD's School Accountability Report Cards for the 2017-2018 school year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	8,000.00
Budgeted	Yes
Budget Source	General Fund account from each school site
Recommended Action	Staff recommends approval of Axiom Inc.'s proposal to create, prepare and publish a SARC for all eight schools.
Goals	Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Oscar Hernandez

Rationale:

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC. School districts may use outside vendors to create, prepare and publish SARCs for each of their schools. Rio School District will be using the services of Axiom, Inc. for this purpose.

The district must notify parents about the purpose and availability of the SARC. Provide instructions about how the SARC can be obtained both through the Internet and on paper (upon request). The CDE recommends that schools have copies of their SARC available in the school office and at public forums, such as parent information events.

SARCSelect™ Contract Template.doc (1).pdf (233 KB)

CONTRACT FOR SERVICES RELATING TO SCHOOL ACCOUNTABILITY REPORT CARDS SARCSelect™

This Agreement is entered into on _____ 2017, by and between **Rio School District**, a California School District (hereinafter referred to as "District") and **Axiom Advisors & Consultants, Inc. DBA "Axiom Analytix"** (hereinafter referred to as "Consultant").

RECITALS

- A. District is required to provide parents, the public and its community with an annual school accountability report card(s) ("SARC") pursuant to Proposition 98, an initiative approved by California voters and pursuant to PL 107-110 (No Child Left Behind Act 2001).
- B. District has the authority to contract for the production of said SARC through a designated individual or entity.
- C. Consultant is duly qualified to provide the service of the production of said SARC in consideration for the fees and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall collect, document and process the information necessary to develop a SARC for each of District's school site(s) as listed in Appendix C. Information and data in each school's SARC will be accurate upon delivery of the finished product.
- B. Consultant will provide District with a camera-ready electronic version using Adobe™ Portable Document Format (PDF) for each school site as specified in section one above. Consultant shall provide ten full color booklets for each school site as specified in Section I at no additional fee to the District.
- C. Consultant will make a good faith effort to prepare all SARC(s) in accordance with existing laws, regulations and applicable written guidelines.
- D. Consultant and District agree that all original material originated and prepared for District by Consultant shall belong exclusively to and be the property of Consultant. Consultant agrees, however, that on receipt of payment in full under the terms of this contract, Consultant shall convey to District a non-exclusive non-assignable license for use of the SARC, which shall not include the right to provide the SARC to other parties who produce SARCs, and shall not include the right to make modifications of the SARC.
- E. Consultant shall provide a one-page summary report. Consultant will develop the Summary Report Card in English and District requested additional languages.
- F. Consultant shall maintain current link to District SARCs on CDE's Find SARC web page.

II. ADDITIONAL SERVICES

- A. Translation Services: Consultant will provide a translated camera-ready electronic version of each SARC in selected language at the rate specified in Appendix B for all sites specified in Appendix C. In accordance with Ed Code 48985, districts are required to provide translated material(s) to parents/guardians when 15 percent or more of enrollment consists of students whose single primary language is not English.
District requests this additional service _____
- B. Printing Services: Consultant shall duplicate camera-ready SARC(s) in color and/or black & white at the additional rates specified in Appendix B and in quantities specified in Appendix C.
District requests this additional service _____
- C. District Report Card Services: The District may elect to implement PL 107-110 (No Child Left Behind Act of 2001) provisions applicable to SARC by utilizing a district-wide reporting option as indicated in Appendix B rather than including the provisions in the individual site report cards. Consultant will prepare a District Report Card in accordance with PL 107-110 (No Child Left Behind Act 2001) at the rate specified in Appendix B. Consultant will provide both English and Spanish translated documents in a camera-ready electronic version using Adobe™ Portable Document Format (PDF). Consultant will provide 25 full color copies of the District Report Card in both English and Spanish versions. District Report Card is not eligible for mandate reimbursement. Cost is \$1,250.
District requests this additional service _____

III. DISTRICT RESPONSIBILITIES

- A. District shall provide Consultant with all the documents, records and information necessary to prepare SARC in a timely manner. To ensure finalization of the English and alternative language SARCs by the February 1st deadline, all required SARC data requested of the District must be received by the Consultant by November 1st of each school year. Districts providing all requested data to Consultant by October 1st of each year, and return their drafts within 14 days of receipt will be provided an additional 15 full-color booklets for each school site (a \$45 value per site)
- B. District agrees to take that official action, such as review of Consultant's SARC drafts that will be necessary for Consultant to perform its obligations under this Contract, in a timely manner. Consultant will provide the District with one set of drafts for each school listed in Appendix C. Consultant will revise each draft one time under the terms of this agreement.
1. Any additional revisions beyond draft will be billed at \$90/hour.
 2. Draft SARCs need to be returned to the Consultant within 14 days of receipt to ensure finalization by the February 1st deadline.
- C. District agrees to promptly pay Consultant for fees for services rendered and direct costs. Upon signed agreement District agrees to pay 25% of the base contract amount. Balance of base contract amount will be billed on a quarterly basis. All other services will be billed upon completion.
1. Payments are due and payable upon receipt.
- D. The District represents and warrants that the information it provides does not and will not infringe the right, title and interest of any third party. District will defend, indemnify, and hold Consultant harmless from and against any and all damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) incurred by Consultant as a result of any judgment or proceeding against Consultant in which it is determined or alleged that any information provided by the District infringes any patent, copyright, trademark, trade secret, or other proprietary right of any third party.

IV. MODIFICATIONS

- A. This Contract may be modified only by a written amendment to this contract, executed by both parties.

V. TERM

- A. This agreement shall run from the Effective Date through June 30, 2018 subject to this Termination of Contract provision in Section VI.

VI. TERMINATION OF CONTRACT

- A. Either party may terminate this contract by providing written notice to the other party sixty (60) days prior to the end of the contract term. District will be responsible to pay all fees for work completed up to date Consultant received notice of termination.

VII. ATTORNEY'S FEES AND COSTS

- A. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

VIII. SEVERABILITY

- A. If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

IX. NOTICES

- A. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

CONSULTANT	DISTRICT
Axiom	Rio School District
Attn: SARCSelect™	2500 E Vineyard Ave #100
4935 Hillside Circle	Oxnard, CA 93036
El Dorado Hills, CA 9576	

X. ADDITIONAL PROVISIONS

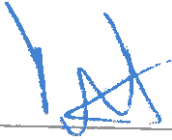
- A. The laws of the State of California shall govern this Contract. This Contract, which includes the "Proposal for Contract for Services" set forth as Appendix A, the "Cost Schedule" set forth in Appendix B, and the "School Sites to be Completed & Requested Additional Services" set forth in Appendix C constitutes the entire agreement between the parties. This Contract supersedes all other proposals, oral and written, and all negotiations, conversations or discussions between the parties related to the subject matter of this Contract.

ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed on the Effective Date.

Executed at _____, California, on the Effective Date.

CONSULTANT



Dean Getz
President & CEO
Axiom
DISTRICT

Signature of Authorized District Representative

Name (Please Print)

Title

Rio School District

Provide your email address below to receive the executed Agreement by email:

_____ @ _____

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the Rio School District is to provide the services set forth under Section I of the Contract for Services relating to the preparation of the District's report of 2015-16 school activity entitled the school accountability report card and published in 2016-17 school year pursuant to current California Education Code requirements.

The proposed contract amount covers school accountability report card elements of AB 572 (1997), AB 198 (1993), and SB 1665 (1994). The Voter Approved (1999), SB 1632 (2000), and 107-110 (No Child Left Behind Act 2001) elements in the school accountability report card will be prepared at no additional cost.

This proposal is \$8,000.00 for 2016-17 production of the District's 2015-16 English and Spanish SARCs. For school sites not selected for SARC preparation in Appendix C, contract amount will be reduced by \$1000.00 per site. The proposal includes all fees and expenses for travel. Printing is additional service, and applicable fees are optional and independent of each other and the proposed contract amount for SARC services. District may elect any or all of the additional services by initialing each extra component on section II of agreement and completing Appendix C as appropriate.

This Proposal is valid until December 31, 2017 unless extended in writing by Consultant.

Dean Getz
Consultant Representative
Axiom Advisors and Consultants, Inc. DBA: "Axiom Analytix"
4935 Hillside Circle
El Dorado Hills, CA 95762



APPENDIX C

Prepare SARCs in English and Spanish for the following schools:

Rio del Mar - Yes/No

Rio del Norte - Yes/No

Rio Lindo - Yes/No

Rio Plaza - Yes/No

Rio Rosales - Yes/No

Rio Real - Yes/No

Rio del Valle - Yes/No

Rio Vista - Yes/No

10.9



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of Memorandum of Understanding between RSD and OUHSD sharing student data
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budget Source	not applicable
Recommended Action	Staff recommends board approval of MOU with OUHSD to share student data.

Public Content

Speaker: Oscar Hernandez

Rationale:

The purpose of the agreement is to facilitate the collection, analysis, and sharing of the data of students who will likely be attending high school within the jurisdiction of OUHSD in order to track performance and assist the transition of students of the Districts to high schools. Specifically, by sharing identification information of 8th grade students in the District, the Parties can streamline transition processes, lower barriers to entry, and enable Districts to better facilitate the movement of students to high school. This MOU will be effective for 5 years from November, 2017 to June, 2022, and will also include access to special education student data.

OUHSD Rio SD Data-Sharing-Agreement 2017.pdf (48 KB)

Administrative Content

Executive Content

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.

OXNARD UNION HIGH SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING ON THE SHARING OF DATA

This Memorandum of Understanding on the Sharing of Data, ("Agreement") is entered into by and between the Oxnard Union High School District ("OUHSD"), and Rio School District ("District") and collectively, along with OUHSD, the ("Parties") on October 25th, 2017 ("Effective Date").

WHEREAS, the school districts and charter schools who are party to this Agreement are within the attendance boundaries of OUHSD and customarily send a large portion of their eighth (8) grade students to OUHSD to attend high school; and

WHEREAS, it is of significant benefit to OUHSD and the students who will be attending an OUHSD school, that OUHSD receives student records ("Records") pertaining to the student's course history, skill level, special education requirements, and English language learner status so that adequate and responsive staffing, coursework and resources can be obtained in a timely and orderly manner; and

WHEREAS, the Parties to this Agreement request the Records from the transferring District to OUHSD in the Fall Semester of the school year, based on a List of Expected Enrollees ("List"); and

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Purpose: The purpose of the agreement is to facilitate the collection, analysis, and sharing of student data for those pupils who will likely be attending high school within the jurisdiction of OUHSD. The purpose of this data sharing is to assist the transition of students of the District to high schools. Specifically, by sharing identification information of eighth (8) grade students in the District, the Parties can streamline the transition process, improve access, and enable Districts to facilitate the movement of students to high school.

2. Privacy Protections:

a. The Parties agree that the disclosure of data under this Agreement complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and AB 1584., the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational or health records (including the Health Information Portability and Privacy Act of 1996 ("HIPAA") governing data privacy and confidentiality, and further

OXNARD UNION HIGH SCHOOL DISTRICT

agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this Agreement.

b. The Parties agree that OUHSD shall constitute officials of other schools or school systems in which students of the District intend to enroll, per 20 U.S.C. 1232g(b)1(b). Upon request by a parent, the District shall provide a copy of the Records being shared. District shall provide an opportunity for such parent to challenge the content of the Records.

3. Initial Data Sharing: OUHSD shall send a Request for the Student List ("Request") to District by October 1 of each school year. A copy of said List shall simultaneously be sent to the Ventura County Office of Education ("VCOE"). The District shall provide OUHSD with a List of the Students within thirty (30) days after receipt of the Request and simultaneously send the list and accompanying Student records to the database maintained for OUHSD by VCOE. The Student Records transmitted shall consist of the following categories of documents and information in that the Parties shall provide one another with certain information ("Transition Data"). Said data shall be provided in the manner and form as specified by OUHSD, pursuant to the scope of information found attached hereto in Exhibit "A". The data shall be used exclusively to assist with the evaluation, design, and delivery of the Parties' educational programs. This data includes, but may not be limited to, personally identifiable information held by the Districts such as names, date of birth, gender, and ethnicity as well as admissions information, terms of enrollment, courses, transcripts, and grades. Any data received pursuant to this Agreement shall be destroyed when it is no longer needed and no later than ten years from the date the data is first received. District may request data regarding their former students, including but not limited to: personally identifiable information held by the OUHSD such as names, date of birth, gender, and ethnicity as well as terms of current enrollment, courses, transcripts, grades, test scores, as well as college and career readiness information from OUHSD, pursuant to the scope of information found attached hereto in Exhibit "B"

- a. Ownership of the Data. The Parties agree that academic data shall be solely owned by the educational institution which originally provided the data.
- b. Student and Parent Access to Data. As applicable, the Parties shall provide a means by which an authorized employee of the Districts can search and export academic data through reasonable procedures such that Districts can respond to a parent, legal guardian, or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. The foregoing notwithstanding, the Parties shall cooperate with that educational institution to help insure that this record correction will be consistent with that educational institution's policies regarding record correction. The Parties shall additionally provide procedures for the transfer of pupil-generated content to a personal account.
- c. Third Party Access. The Parties shall not distribute data to any third party without the explicit written consent of the Parties or as permitted by this Agreement, unless required

OXNARD UNION HIGH SCHOOL DISTRICT

by law. The Parties shall ensure that approved subcontractors adhere to all of the provisions of this Agreement. The Parties will help insure that any subcontractor or sub-processor that it engages to process store or access academic data has adequate technical security and organizational measure in place to keep academic data secure and to comply with the terms of this Agreement.

- d. **Revisions to List:** By June 30 of the applicable school year, OUHSD shall compile a list of students who have provided a completed Intent to Enroll Form and provide copies of said List to the participating District in question.

4. Confidentiality: Each Party designates the other as an “authorized representative” for purposes of confidentiality and data privacy laws. The Parties will maintain the confidentiality of any and all student data exchanged by each as a part of this Agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this Agreement, educational institutions shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the Agreement.
- b. All designated staff and faculty at educational institutions involved in the handling, transmittal, and/or processing of data provided under this Agreement will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.
- e. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure

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manner that prevents the interception, diversion, or other unauthorized access to said data.

- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the Parties to this Agreement.
- g. Access to any personally identifiable information included in the data shall be restricted to those individuals with a legitimate need for access in order to carry out the purposes set forth above in this Agreement.
- h. Data Breach Notification. Upon becoming aware of any unlawful or unauthorized access to academic data shared pursuant to this Agreement, each Party will take the following measures:
 - i. Promptly notify the impacted educational institution of the suspected or actual incident:
 - ii. Promptly investigate the incident and provide the educational institution with detailed information regarding the incident, including the identity of the affected users.
 - iii. Assist the educational institution in notifying the affected users, affected persons legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident

5. Indemnification: Each Party agrees to defend, indemnify, and hold each other Party, its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

6. Entire Agreement: This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

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7. Execution: Each of the persons signing this Agreement on behalf of a Party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such Party.

8. Assignment: None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.

9. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

10. Waiver: Waiver by any signatory to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.

11. Modification and Amendments: This Agreement may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this Agreement. The Parties further agree to amend this Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the signatories to this Agreement shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this Agreement: This Agreement shall be in effect as of the date set forth below until the end of the 2020-2021 school year. Any party may terminate its participation by delivering written notice to the other Parties no less than thirty (30) days prior to its intent to terminate the agreement. Upon termination, academic data or duplicates of academic data belonging to the terminating party shall be destroyed within a reasonable time following the notice of termination. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining Parties.

[Remainder of Page Left Intentionally Blank.]

OXNARD UNION HIGH SCHOOL DISTRICT

IN WITNESS WHEREOF, this Memorandum of Understanding on the Sharing of Data is entered into on the respective dates set forth below by the Parties, to be effective as of _____ 2017 through June 30, 2022

RIO SCHOOL DISTRICT

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____
(Signature)

Dr. Penelope A. DeLeon
Superintendent of Schools

Date: _____

OXNARD UNION HIGH SCHOOL DISTRICT

EXHIBIT "A"

SCOPE OF INFORMATION

On or before November 1 District hereby agrees to provide OUHSD with the following information:

The data necessary to successfully transition the students which includes, but is not limited to:

Directory Information:

Student Name: First, Middle, Last

Residence Address: Street, City, Zip

Telephone

Demographic Information

Student SSID

Date of Birth

Stated Race and Ethnicity

Stated Gender

Grade Level

School of Current Attendance

Parent Education Level

GATE Participation

English Learner Status: Primary Language, Acquisition Date; US Start Date

Special Education: Primary Disability Code, Current IEP, Next IEP Date

Academic Information

Current Schedule;

Course Enrollment for ELA/ELD and Math: Course Title, Teacher Name, Class Period

Current Grades in ELA/ELD and Math

CAASPP Achievement Scores and Claim Scores for current 8th graders

CAASPP Achievement Scores and Claim Scores for previous year 8th graders;

ELPAC and/or CELDT Scale and Proficiency Scores.

Document Information

Permission to access student Individualized Education Plan(s) (IEP) via SIRAS

Information shall be delivered in a form so requested by OUHSD.

EXHIBIT "B"

OXNARD UNION HIGH SCHOOL DISTRICT

RETURN DATA

OUHSD hereby agrees to provide the District with requested data about previous students as noted below:

Directory Information

Student Name: First, Middle, Last
Residence Address: Street, City, Zip
Telephone

Demographic Information

Student SSID
Date of Birth
Stated Race and Ethnicity
Stated Gender
Grade Level
School of Current Attendance
Parent Education Level
Advanced Placement/Honors Participation;
English Learner Status; Primary Language, Acquisition Date; US Start Date; Reclassification Date
Special Education; Primary Disability Code, Exit Date
Dropout Status

Academic Information

Course Enrollment & Grades
Course Enrollment and Level for ELA/ELD and Math Course Title
Course Grades in ELA/ELD and Math
CAASPP Achievement Scores and Claim Scores
ELPAC and/or CELDT Scale and Proficiency Scores
Attendance
Graduation Status and Date
UC-CSU eligibility
Career Pathway Completion.

Data shall be delivered in a mutually agreed upon manner and form.
Additional data or modified data may be included upon agreement

10.10



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Contract for eRate Consulting Services
Access	Public
Type	Action (Consent)
Preferred Date	Nov 15, 2017
Absolute Date	Nov 15, 2017
Dollar Amount	12,600.00
Recommended Action	Staff recommends approval of CSM Consulting for eRate services.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Jarkko Mylari

Rationale:

Rio School District benefits from the use of eRate discounts for internet connections and certain internal network equipment by saving between 85% and 90% on the costs of those services and equipment. Keeping up with the changes and nuances of eRate legislation, dealing with audits and monitoring discounts is a complex and specialized endeavour. Rio has been using CSM consulting for a number of years, and their history with the district and expertise in the eRate field has proven to be invaluable and cost-effective.

CSM Contract for E-Rate Compliance Svc 17-18.pdf (850 KB)

Administrative Content

Executive Content

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



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between Rio Elementary School District, a local education agency ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (POA) requests
 - Invoice reconciliation for previous funding year disbursements
2. Act as District's main point of contact with the SLD.
3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$12,600**

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30, 2018.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2017, or upon execution (whichever is later), through June 30, 2018.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services

Doc U Manage

5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.55 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, This _____ day of _____, 2017.



_____, Vice President
David T. Cichella

_____, Title _____

Print Name
Rio Elementary School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____ day of _____, 2017 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Rio Elementary School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, 2018, 2019, 2020 are resolved or June 30, 2021. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Rio Elementary School District

Name: _____

Print Name: _____

Title: _____

10.11

RIO SCHOOL DISTRICT

RESOLUTION NO. 17/18-20

NOTICE OF COMPLETION OF THE DISTRICT WIDE MPR'S AUDIO AND VISUAL UPGRADES BY VENCO ELECTRIC, INC.

WHEREAS, pursuant to RSD Project No. 17-5006-G, the Rio School District ("District") contracted with Venco Electric, Inc. for services related to the District wide MPR's Audio and Visual Upgrades, and

WHEREAS, Contractor subsequently commenced the work on Project No. 17-5006-G; and

WHEREAS, on November 3, 2017, the project construction manager confirmed that the work for Project #17-5006-G has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project 17-5006-G.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Esquivel,
President of the Board of Trustees

10.12



Agenda Item Details

Meeting	Nov 15, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of Water Pipeline Easement at Rio Lindo Elementary School
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that the Water Pipeline Easement at Rio Lindo Elementary School be approved.

Public Content

Speaker:
Kristen Pifko

Rationale:

In order to continue with the design of our kitchen upgrade at Rio Lindo, the City of Oxnard is requiring a water pipeline easement. This easement is required in order for the district to complete the desired upgrades at Rio Lindo.

Water Easement at Rio Lindo.pdf (1,441 KB)

Administrative Content

Executive Content

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.

Balfour Beatty Construction

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

November 6, 2017

Subject: District Wide MPRs Audio and Visual Upgrades (Rio Vista, Rio Del Mar, Rio Plaza, Rio Real, Rio Rosales and Rio Del Norte).
Rio School District
Oxnard, CA

Re: Project 17-5006-G District Wide MPRs Audio and Visual Upgrades (Rio Vista, Rio Del Mar, Rio Plaza, Rio Real, Rio Rosales and Rio Del Norte).
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project 17-5006-G District Wide MPRs Audio and Visual Upgrades (Rio Vista, Rio Del Mar, Rio Plaza, Rio Real, Rio Rosales and Rio Del Norte). All contract installation requirements have been satisfied by Venco Electric, Inc. The final contract amount is as follows;

Venco Electric, Inc. Base Agreement	\$ 375,000.00
Venco Electric, Inc., Inc. Change Order #1	\$ 7,433.60
Venco Electric, Inc., Inc. Change Order #2	\$ (3,600.00)
FINAL Cost	\$ 378,833.60

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

Respectfully,



Jesus Muguerza Ibarra
Project Engineer
Balfour Beatty Construction, Inc

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office
305 West Third Street, 4th Floor
Oxnard, CA 93030

Request recording without fee. Record for
benefit of City of Oxnard pursuant to
Section 6103 of Government Code.

APN 142-0-111-350

Space Above for Recorder's Use Only

WATER PIPELINE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIO SCHOOL DISTRICT, a political subdivision of the State of California ("Grantor"), does hereby grant to the CITY OF OXNARD, a municipal corporation (the "City"), a waterline easement in, over, on, through, within, under and across the real property described in Exhibits "A" and "B," attached hereto and incorporated by reference herein (the "Property"), together with the rights of ingress and egress to and from said easement to survey, install, construct, reconstruct, enlarge, lay, alter, operate, inspect, remove, relocate, replace, and maintain facilities thereon within the easement area as defined in Exhibits A and B. This offer of dedication includes the public facilities within the easement constructed for the purpose stated above. Grantor agrees not to obstruct, in any way, the City's rights of access to the easement. In the event that Grantor does obstruct the City's rights of access to the easement, all reasonable costs incurred by the City associated with removing such obstruction shall be paid for by Grantor. Grantor shall pay such costs within thirty (30) days of the City providing Grantor with an invoice detailing such costs. Subsequent to the grant of this easement, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the easement area without the prior written approval of the City, which approval shall not be unreasonably withheld.

Dated: _____, 2017.

"GRANTOR"

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

By: _____
Dr. John D. Puglisi, Superintendent

By: _____
Ms. Kristen Pifko, Asst. Superintendent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }S.S.
COUNTY OF _____}

On _____ 201____, before me, _____, a Notary Public in and for said County and State, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } S.S.
COUNTY OF _____ }
 }

On _____ 201__, before me, _____, a Notary Public in and for said County and State, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of land known as Rio Lindo Elementary School, in the City of Oxnard, County of Ventura, State of California, as described in the deed recorded February 25, 1963, in Book 2280 of Official Records, Page 424, in the Office the County Recorder of said County, lying 10.00 feet northerly and 5.00 southerly of the following described line:

Commencing at the southwest corner of Lot 31, as said Lot is shown on the Map of Tract No. 1350-3, filed in the Office of said County Recorder in Book 33 of Miscellaneous Records (Maps), at Pages 12 and 13, thence, along the easterly line of Snow Avenue, as shown on said map, North 0°02'05" West, 13.20 feet; thence, leaving said easterly right of way line at right angles, South 89°57'55" West, 55.00 feet to a point on the westerly line of Snow Avenue, as said westerly line is described in the deed recorded in the Office of said County Recorder on July 30, 1964, in Book 2593 of Official Records, Page 384, said point also being the Point of Beginning of this description; thence continuing on last said course, South 89°57'55" West, 95.09 feet.

Containing an area of 1,426 square feet, more or less.

End of Description



EXHIBIT "B"
PICTORIAL DEPICTION OF EASEMENT

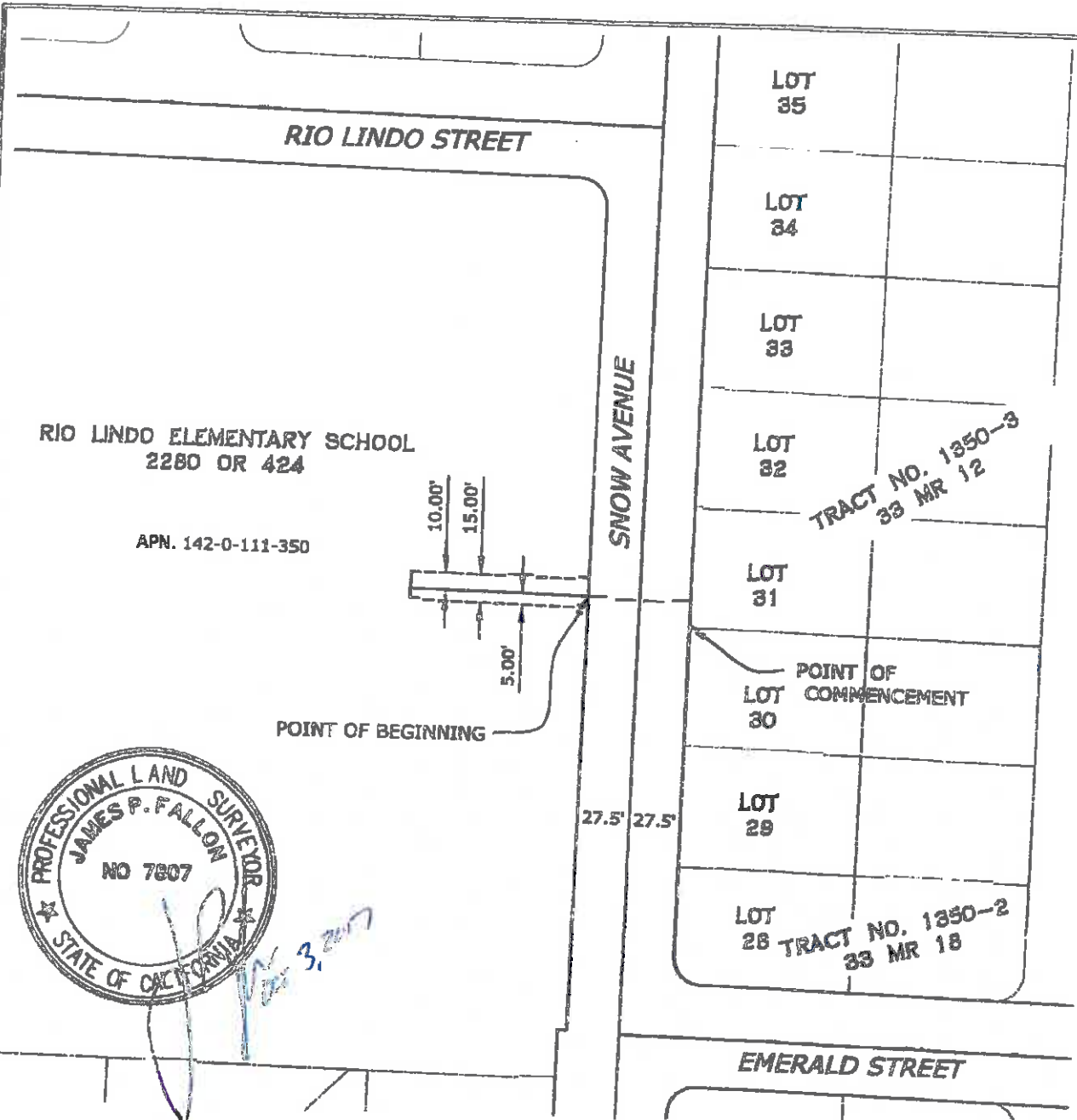
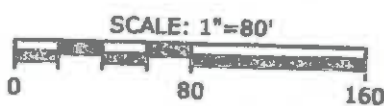


EXHIBIT B
 WATER LINE EASEMENT
 NP 17-03



333 N. LANTANA ST, SUITE 287, CANARILLO, CA 93010
 PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

0035 0035_ex1 1" = 80'

N:\projects\0035\geo\cad\0035 ex1.dwg

