



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

October 18, 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 Eisenhauer, Ph.D.**

2.0



Wednesday, October 18, 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- 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

6. Presentations/Recognitions

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

9. Discussion/Action

9.1 STEAM Academy Enrollment

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

9.3 Approval of Proposals from Precision Plumbing - Mechanical

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

10. Consent

10.1 Approval of the Consent Agenda

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

10.3 Approval of 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

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

11.2 Future Meeting Dates: November 15, 2017

12. Adjournment

12.1 Adjournment

4.1



Agenda Item Details

Meeting Oct 18, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

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

Access Public

Type

Public Content

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Oct 18, 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 Oct 18, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

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

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

7.4

**Agenda Item Details**

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- STEAM School Update

Administrative Content**Executive Content**

8.1

**Agenda Item Details**

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

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

- Budget Update

Administrative Content**Executive Content**

**Agenda Item Details**

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Educational Services Staff

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

- EdLeader 21 Update
- Sokikom

Administrative Content**Executive Content**

9.1

**Agenda Item Details**

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 STEAM Academy Enrollment
Access	Public
Type	Action
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p>

Public Content

Speaker: Carolyn Bernal

Rationale: The STEAM Academy Enrollment Criteria and Process has been developed and will be shared. Parent Informational meetings will begin in November followed by the opening of the application and enrollment process for grades K-6 in December that will run through the end of February.

[STEAM Academy Enrollment Criteria and Process.pdf \(189 KB\)](#)

Administrative Content**Executive Content**



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

Felix Eisenhauer
Joe Esquivel
Edith Martinez-Cortez
Ramon Rodriguez
Eleanor Torres

John D. Puglisi, Ph.D., Superintendent

STEAM Campus Enrollment Criteria and Process

Introduction:

The metaphor of a meandering river runs through this new Rio School District K-8 site; our design features building forms around the central, unifying courtyard. The concept is embodied in multiple learning spaces and STEAM centers, following a pathway of student's developmental stages. Student growth and development mirrors the course of the meander – both evolving and changing over time.

This STEAM campus will showcase the District's commitment to hands-on learning, helping students discover and pursue their educational / professional vocations – passions that will connect them with a lifetime of learning. Outdoor environments will be designed to function as classrooms, drawing on the nearby river and storm water management structures as sources of study inspiration.

It is anticipated that the STEAM campus will open as a K-6 school in the fall of 2018, with 216 seats available for grades K-2 and 240 seats available for grades 3-6. Grades 7 and 8 will be added subsequently in the following years.

Enrollment Preference:

Two-thirds of the available seats will be reserved for those students residing in the Riverpark and Wagon Wheel developments.

One-third of the available seats will be reserved for those students residing in all other attendance boundaries of the District (Rio Plaza, Rio Real, Rio Lindo, Rio del Valle, Rio Rosales, Rio del Norte).

After the open enrollment and lottery (if needed) process is complete for and if there are any remaining seats available, the district may consider accepting students who reside outside the district boundaries.

Non-discrimination in District Programs and Activities (BP 0410): The District's Board of Trustees is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board

shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

Eligibility Criteria for Enrollment:

- Any student living within District boundaries may apply.
- Students entering kindergarten must be 5 years of age by September 1 of the applicable school year for which they are applying.
- All applicants must provide the school upon admission, proof of age (e.g. birth certificate) and proof of residency (e.g. rental property contract or property tax receipt).
- Parents and applicants are strongly encouraged to attend the informational sessions about the school.
- All applications must include one parent/guardian signature.
- The school's enrollment policy is available on the school website and with an enrollment application.
- All applicants not offered admission by the end of the school year, must reapply during the next open enrollment window.

Special Education Placement Considerations:

The STEAM campus will offer special education accommodations in an inclusive setting. A carefully designed multi-tiered system of instructional support will be available. This supplemental instruction will be designed to support student success in the general education curriculum. Parents must disclose their child's Individual Education Plan (IEP) or 504 plan status and the most current plan as applicable with their application. A student whose IEP states they need more extensive services than can be provided by the STEAM campus will be referred back to the schools that house those programs.

Enrollment and Application Process:

Each year, the District determines the number of seats available for new students based on the number of returning students and the cap for each respective grade level. Applications are available on the District website, the District office and at each District school site. Public notice of all application deadlines shall be given at least one month in advance. Applications for enrollment are available and coincide with the District's open enrollment window February 1 through March 1 annually. Applications may be completed online or submitted in person during the specified enrollment period.

If the school receives more applications than seats available a public lottery shall be held. A separate public enrollment lottery is held for each applicant category (Riverpark/Wagon Wheel residents and all other District boundary residents). The District will publicize the time, date and

location of the public lottery in advance. The lottery will be held during the first week of March annually.

All parents/guardians must complete an enrollment application in order for a sibling, resident, and non-resident applicant to participate in the enrollment process.

The District will set a deadline for accepting student applications for new available spaces and publicize this deadline.

Lottery Process:

The District will determine the number of spaces available based on the number of returning students and grade level capacity annually.

In the event there are more eligible applicants than there are available seats, a public lottery will be held and the District will publicize the date, time and location for the lottery in advance.

After the application deadline passes, all applications will be divided into three categories: Riverpark/Wagon Wheel residents, all other district boundary residents and non-residents.

The lottery will be conducted using a randomized computer generated program.

Enrollment Priority Considerations:

There are two priority categories that will be considered and placed first, pending space availability, prior to the placement of all other applicants.

Employee Priority:

1. Students of permanent employees will have priority placement, pending space availability.

Sibling Priority:

2. Students whose sibling(s) are currently enrolled in the requested school and has a confirmed placement at the STEAM school for the requested school year will have priority placement, pending space availability.

Notification and Admissions Process:

The parents/guardians of the students chosen by lottery for admission to the school will be notified by mail of the results of the lottery. The letter will include steps the parents/guardians must take to enroll the child in the school.

The parents/guardians of each student selected for admission will have fourteen (14) days of receipt of notice of acceptance to confirm his or her child's eligibility for enrollment and accept the offer of admission. Failure to acknowledge acceptance and confirm eligibility for enrollment will result in loss of admission.

If the parent/guardian declines the offer of admission or fails to timely acknowledge acceptance, then the student's application will be considered declined and removed from the applicant pool.

Established Waitlist and Waitlist Management:

All students that do not receive a placement during the random, public lottery will be placed on a waitlist to enroll should space become available. Waitlist ranking will be assigned in the order selected. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear.

Students placed on the waitlist will be notified in writing of their waitlist number and the process for admitting students from the waitlist within 7 business days after the lottery.

The waitlist will be maintained by grade and enrollment category (Riverpark/Wagon Wheel residents, all other district boundary residents and non-residents). Applicants will remain on the waitlist for the year in which the student applied for admission. Applicants who are not offered a seat during the school year are required to reapply during the next open enrollment period.

If vacancies occur prior to or during the school year, parents/guardians of the waitlist applicants will be notified by phone and/or email as openings become available. Parents/guardians must accept or decline an offer of admission from the waitlist verbally or in writing within three (3) business days. If the district is unable to contact the parent/guardian regarding an open seat for admission for a student within three (3) business days, the student's application will be considered declined and removed from the waitlist and applicant pool and the next applicant's parents/guardians will be contacted from the waitlist.

Applications received after the open enrollment window has closed and/or after the random, public lottery has been held will automatically be placed at the end of the established waitlist in the order they were received.



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 RSD/RTA MOU - Alternative Staff Meeting Schedule - Rio Lindo, Rio Rosales and Rio del Valle schools
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the alternative staff meeting schedule for Rio Lindo, Rio Rosales and Rio del Valle schools.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Carolyn Bernal

Rationale: Last year, with a MOU in place between RSD and RTA, several schools participated in an alternative staff meeting schedule with a 60/90/90 model. Instead of having 60 minute staff meetings every week, staff participate in a model where staff meetings are held three weeks in a row with week one lasting 60 minutes and then weeks two and three lasting 90 minutes each. During week four, there is no staff meeting and then the 60/90/90 model repeats.

This year, Rio Lindo, Rio Rosales and Rio del Valles schools have requested to participate in this model again. All three school site staffs have agreed to this model and a MOU with RTA has been signed and agreed to.

It is recommended the board approve the RSD/RTA MOU for an alternative staff meeting schedule for these three schools for the 2017/2018 school year.

1718 Alternative Staff Meeting MOU.pdf (241 KB)

Administrative Content

Executive Content

**Memorandum of Understanding
Between the
Rio Teachers' Association and
Rio School District**


The Rio Teachers' Association and the Rio School District have entered into a Memorandum of Understanding for the 2017/2018 school year as it relates to staff meeting time for the following schools: Rio Rosales, Rio Lindo and Rio del Valle.

The unit members of these three schools in collaboration with RTA and the District agree to use an alternative schedule for staff meetings for the 2017/2018 school year. The attached schedule was developed collaboratively between RTA and the District and agreed to by the unit members at each of the listed schools.

The agreed to schedule reflects an alternative model for staff meeting time while still meeting the spirit of the current contract language. It is not intended to be a reflection of past practice.

This Memorandum of Understanding will expire at the end of the 2017/2018 school year.

Carolyn Bernal
Director Human Resources


District Representative 9-11-17

Marisela Valdez
President Rio Teachers' Association


Association Representative 09-11-17

9.3



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval of Proposals from Precision Plumbing - Mechanical
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	25,700.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the proposals from Precision Plumbing - Mechanical be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Kristen Pifko

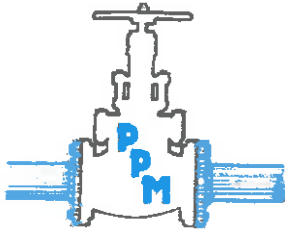
Rationale:

Drinking fountains at Rio Lindo Elementary School, and Rio Del Valle Middle schools are in need of upgrade and replacement of existing drinking fountains on campus. The Office of Student and Family Services also requires replacement of their drinking fountain. As part of the CUPCCA process, Precision Plumbing - Mechanical has submitted its bid for the work needed at all three sites. Rio Del Valle Middle School needs two fountains replaced and Office of Student and Family Services and Rio Lindo need one fountain each replaced.

Precision Plumbing Proposals (3).pdf (1,930 KB)

Administrative Content

Executive Content



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

PROPOSAL SUBMITTED TO Rio School District – Kristen Pifko		PHONE	Page No. _____ of Pages _____	DATE 10-5-17
STREET 2500 E Vineyard Ave #100		JOB NAME Rio School District Office of Student & Family		
CITY, STATE AND ZIP CODE Oxnard, CA 93036		JOB LOCATION Support		
ARCHITECT	DATE OF PLANS	kpifko@rioschools.org	JOB PHONE	

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and materials needed to install, one (1) new Haws Hi-Lo drinking fountain in place of one (1) existing Haws Hi-Lo style drinking fountains at the above referenced location, as directed by Balfour Beatty Construction.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED & EXCLUDED

Add Alternate:

If District would rather have a Hi-Lo drinking fountain with push button bottle filler.
Haws #1119.14 drinking fountain with Haws #120 bottle filler.

Add:\$935.00

PPM DIR #1000004502

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Five Thousand Nine Hundred Eighty Two Dollars & NO/100 dollars (\$ **5,982.00**)

Payment to be made as follows: _____

Monthly progress payments; Net 15 days invoice.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: *Daniel Bascom* **Daniel Bascom**

Note: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature: _____

Date of Acceptance: _____

Signature: _____

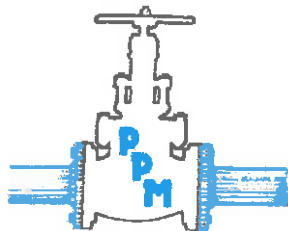
Attachment "A"
PROPOSAL #12298

The following items are included in this proposal:

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings for sanitary sewer piping within building above grade.
- Type L copper pipe with wrought copper solder type fittings for domestic cold water piping above grade.
- Demolition of one (1) drinking fountains.
- Provision and installation of one (1) Haws #1119.14 Hi Low drinking fountains with stainless steel backing plates.
- Temporary fencing needed for plumbing work.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Guardrails.
- Plumbing permits, plan check fees or plan check drawings.
- Bonds.
- Repairs to existing utilities or any underground piping not clearly identified prior to excavation.
- All electrical work needed for plumbing equipment, including low voltage electrical.
- Provision of SWPPP documents.
- Installation or maintenance of SWPPP.



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

PROPOSAL SUBMITTED TO Rio School District -- Kristen Pifko		PHONE	DATE 10-5-17
STREET 2500 E Vineyard Ave #100		JOB NAME Rio Lindo Drinking Fountains	
CITY, STATE AND ZIP CODE Oxnard, CA 93036		JOB LOCATION	
ARCHITECT	DATE OF PLANS	kpifko@rioschools.org	JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and materials needed to install, one (1) new Haws Hi-Lo drinking fountain in place of one (1) existing Haws Hi-Lo style drinking fountains at the above referenced location, as directed by Balfour Beatty Construction.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED & EXCLUDED

Add Alternate:

If District would rather have a Hi-Lo drinking fountain with push button bottle filler.
Haws #1119.14 drinking fountain with Haws #120 bottle filler.

Add:\$935.00

PPM DIR #1000004502

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Five Thousand Nine Hundred Eighty Two Dollars & NO/100

Payment to be made as follows: _____ dollars (\$ **5,982.00**)

Monthly progress payments; Net 15 days invoice.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Daniel Bascom Daniel Bascom

Note: This proposal may be withdrawn by us if not accepted within **15** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of Acceptance: _____

Signature _____

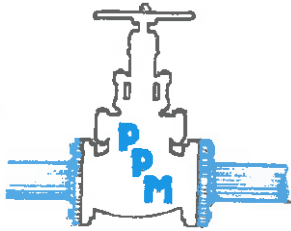
Attachment "A"
PROPOSAL #12297

The following items are included in this proposal:

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings for sanitary sewer piping within building above grade.
- Type L copper pipe with wrought copper solder type fittings for domestic cold water piping above grade.
- Demolition of one (1) drinking fountains.
- Provision and installation of one (1) Haws #1119.14 Hi Low drinking fountains with stainless steel backing plates.
- Temporary fencing needed for plumbing work.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Guardrails.
- Plumbing permits, plan check fees or plan check drawings.
- Bonds.
- Repairs to existing utilities or any underground piping not clearly identified prior to excavation.
- All electrical work needed for plumbing equipment, including low voltage electrical.
- Provision of SWPPP documents.
- Installation or maintenance of SWPPP.



PRECISION Plumbing - Mechanical

5350 Gabbert Road • Moorpark CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

PROPOSAL SUBMITTED TO Rio School District -- Kristen Pifko		PHONE	DATE 10-5-17
STREET 2500 E Vineyard Ave #100		JOB NAME Rio Del Valle Drinking Fountains	
CITY, STATE AND ZIP CODE Oxnard, CA 93036		JOB LOCATION	
ARCHITECT	DATE OF PLANS	kpifko@rioschools.org	JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and materials needed to install, two (2) new Haws Hi-Lo drinking fountains in place of two (2) existing Haws trough style drinking fountains at the above referenced location, as directed by Balfour Beatty Construction.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED & EXCLUDED

Add Alternate:

If District would rather have a Hi-Lo drinking fountain with push button bottle filler.
Haws #1119.14 drinking fountain with Haws #120 bottle filler.

Add: \$1,869.00

PPM DIR #1000004502

WE PROPOSE hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Ten Thousand Nine Hundred Thirty Two Dollars & NO/100 dollars (\$ **10,932.00**)

Payment to be made as follows: **Monthly progress payments; Net 15 days invoice.**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: *Daniel Bascom* Daniel Bascom

Note: This proposal may be withdrawn by us if not accepted within **15** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature: _____

Signature: _____

Date of Acceptance: _____

Attachment "A"
PROPOSAL #12225A

The following items are included in this proposal:

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings for sanitary sewer piping within building above grade.
- Type L copper pipe with wrought copper solder type fittings for domestic cold water piping above grade.
- Demolition of two (2) trough style drinking fountains.
- Provision and installation of two (2) Haws #1119.14 Hi Low drinking fountains with stainless steel backing plates.
- Temporary fencing needed for plumbing work.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Guardrails.
- Plumbing permits, plan check fees or plan check drawings.
- Bonds.
- Repairs to existing utilities or any underground piping not clearly identified prior to excavation.
- All electrical work needed for plumbing equipment, including low voltage electrical.
- Provision of SWPPP documents.
- Installation or maintenance of SWPPP.

9.4



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approval of Lease Agreement for 2714 E. Vineyard Avenue property Commonly Known as El Rio School Site
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	90,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approving the lease agreement with Pacific West Communities, Inc. for the property located at 2714 E. Vineyard Avenue.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Kristen Pifko

Rationale:

On June 30, 2017, RSD sold the property located at 2714 E. Vineyard Avenue. The district is still using this property to park our buses, house our maintenance office and store various documents and equipment. In order to protect both parties from unnecessary liability, the district needs to execute a lease with the new owner. The monthly rent is \$7,500.00, which is less than the interest payments that the district is receiving for the property.

2714 E Vineyard - Sublease Signed by PWC.pdf (1,165 KB)

Administrative Content

Executive Content

SUBLEASE AGREEMENT

made and entered into as of July 1, 2017

BETWEEN

**PACIFIC WEST COMMUNITIES, INC.,
an Idaho corporation
("Sublessor")**

and

**RIO SCHOOL DISTRICT,
a political subdivision of the State of California
("Sublessee")**

for the real property located at

2714 E. VINEYARD AVENUE, OXNARD, CA

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Agreement**”) is made and entered into as of July 1, 2017 (the “**Effective Date**”), by and between **PACIFIC WEST COMMUNITIES, INC.**, an Idaho Corporation (“**Sublessor**”), and **RIO SCHOOL DISTRICT**, a political subdivision of the State of California (“**Sublessee**”), with the consent of **2714 E. VINEYARD AVENUE, L.L.C.**, an Idaho limited liability company (“**Property Owner**”). Sublessor and Sublessee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. Sublessee was the owner of certain improved real property, approximately 9.9 acres in size, located at 2714 E. Vineyard Avenue in the sphere of influence of the City of Oxnard (the “**City**”), in the County of Ventura (the “**County**”), State of California (the “**State**”), together with all appurtenant improvements, rights, interests, easements, tenements and estates; as identified by APN 145-0-231-015 and more fully described on Exhibit “A,” which is attached to this Agreement and incorporated herein by reference (the “**Land**”).

B. The Land is improved with certain fixtures and structures, including, without limitation, the vacated El Rio School, together with various fields and paved areas, and Sublessee’s temporary operations and transportation facilities (the “**Improvements**”). The Land and the Improvements are collectively referred to hereinafter as the “**Property.**”

C. Pursuant to applicable law, on June 30, 2017, Property Owner purchased the Property from Sublessee with the intent to demolish the Improvements and to construct new improvements thereon. Property Owner subsequently entered into a ground lease with Sublessor, which ground lease provides that Sublessor may sublease or license the Premises.

D. Sublessee still operates certain temporary maintenance and transportation offices and storage facilities on the Property, and parks certain school buses on the Property. Accordingly, Sublessor desires to sublease the Property to Sublessee, and Sublessee desires to sublease the Property from Sublessor, on the terms and conditions contained in this Agreement.

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

ARTICLE I

SUBLEASE

Sublessor agrees to sublease the Property to Sublessee, and Sublessee agrees to sublease the Property from Sublessor "AS IS" and without any warranties or representations from Sublessor, on the terms and subject to the conditions set forth in this Agreement.

ARTICLE II

USE

Sublessee may use the Property solely for its current purposes, including temporary maintenance and transportation offices, storage, and parking. Sublessee acknowledges and agrees that all improvements on the Property existed prior to Property Owner's acquisition and Sublessor's lease of the Property and that same were included in the sale and are the property of Property Owner. Sublessee agrees that it shall not make or install any improvements on the Property without the prior written consent of Sublessor and that, in the event any improvements are installed, that such installation shall not create any license coupled with an interest in the Property or otherwise entitle Sublessee to extend the term of this Agreement beyond the ninety (90)-day notice period set forth below in Section 3.2.

ARTICLE III

TERM

SECTION 3.1. Initial Term. The initial term of this Agreement shall be twelve (12) months commencing at 12:01 A.M. on July 1, 2017 and ending at 11:59 P.M. on June 30, 2018 (the "Initial Term"). In the event that this Agreement has not been timely terminated pursuant to Section 3.2 by the end of the Initial Term, this Agreement shall automatically renew for an additional one (1)-year term. Any such additional term shall be subject to the same terms and conditions as are contained in this Agreement.

SECTION 3.2. Termination. This Agreement may be terminated by either Party upon ninety (90) days' prior written notice; provided, however, that, in order to guarantee occupancy of the Property by Sublessee through the Initial Term, Sublessor shall not have the right to provide such notice prior to March 31, 2018. Any notice of termination provided under this Section 3.2 shall be deemed effective on personal delivery to the recipient Party or on the date it is deposited in the United States mail in accordance with the provisions of Section 15.16.

SECTION 3.3. Occupancy. Sublessee may occupy, possess, and use the Property for the purposes set forth in Article II. It is acknowledged and agreed by the Parties that Sublessee has been in possession of the Property since July 1, 2017, and shall pay all rent from July 1, 2017 through the date this Agreement is executed, within five (5) days of this Agreement being executed by the Parties.

SECTION 3.4. Proration. Rent payable under this Agreement for any period of time less than one (1) month shall be determined by prorating the monthly rental specified herein based upon the actual number of days of usage in the month.

SECTION 3.5. Holdover. In the event that Sublessee remains in possession of the Property after the expiration of the applicable sublease lease term, or the expiration or termination of any extension or renewal thereof, this Agreement for that portion of the Property shall be automatically modified to provide for payment of increased rent to a monthly rent equal to one hundred twenty-five percent (125%) of the monthly rent initially charged under Article IV. Nothing in this Section shall or shall be deemed to cure any default of Sublessee in holding over or to create a new tenancy by virtue of such holding over.

SECTION 3.6. Surrender of Possession. Upon termination or expiration of this Agreement, Sublessee shall peacefully surrender to Sublessor the Property, which shall be in as good order and condition as when received, excepting reasonable use and wear; any damage caused by earthquake, fire, acts of God, or other circumstances over which Sublessee has no control or for which Sublessor is responsible; and any alterations in the condition of the Property upon which the Parties agree.

SECTION 3.7. Sublessee's Property. All desks, furniture, furnishings, pictures, wall hangings, vehicles, machinery and equipment, including, without limitation, Sublessee's school supplies, computers, office equipment and movable personal property used by Sublessee in connection with Sublessee's operations that can be removed without structural alteration or damage to a building shall be and remain the property of Sublessee and shall be fully removed by Sublessee upon the termination or expiration of this Agreement.

ARTICLE IV

RENT AND TAXES

SECTION 4.1. Rental Payments. Rental payments shall be paid by Sublessee, from legally available funds and subject to the California Constitution, in advance on the first (1st) day of each month. Rental payments shall be paid to Sublessor at the address specified in Section 15.16, or to such other address as Sublessor may designate by written notice.

SECTION 4.2. Rental Rate. The rental rate for the Property shall be Seven Thousand Five Hundred Dollars (\$7,500.00) per month.

SECTION 4.4. Taxes. It is the Parties' understanding that so long as Sublessee occupies at least fifty percent (50%) of the Property, the Property is exempt from real property taxes and assessments. Presently, Sublessee occupies the entire Property. Therefore, it is the Parties' understanding that the Property is currently exempt from real property taxes and assessments. It is the sole responsibility of Sublessor to determine the tax implications of Sublessee's use of and occupancy on the Property, and file any tax exempt applications with the County Assessor and any other applicable governmental authority; provided, however, that

Sublessee agrees to reasonably cooperate with Sublessor in regards to any such applications at no cost to Sublessee.

ARTICLE V

REPAIR AND MAINTENANCE OF PROPERTY

SECTION 5.1. Utilities. Sublessee agrees to contract for and pay for its usage of utilities on the Property related to Sublessee's occupancy of the Property, as well as for all other operating expenses for Sublessee's occupancy and use of the Property (including, but not limited to, insurance, standard services, including janitorial services, and all costs or charges for heating, ventilation, and air conditioning (*i.e.*, HVAC) systems, telephone, cleaning, sweeping, security, fire protection systems, automatic sprinkler and irrigation systems, lighting systems, storm drainage systems, trash removal, *etc.*), subject to the provisions of Section 11.1, below, pertaining to damage or destruction of the Property.

SECTION 5.2. Present Condition of Property. Sublessee leases the Property in its "AS IS" condition, and agrees and hereby stipulates with Sublessor that the Property is in good and tenable condition on the Effective Date.

SECTION 5.3. Ordinary Repair and Maintenance. Sublessee shall assume responsibility for the costs of required repair and maintenance of the Property so long as such repair and maintenance are a result of Sublessee's use of the Property, not caused as a result of vandalism or actions of any third party, and are not necessitated by Sublessor's entry onto or use of the Property. Sublessor makes no representation nor provides any warranty that the Property is fit for Sublessee's intended purpose. Sublessee has been in possession of the Property and desires to remain in possession in accordance with the terms and provisions of this Agreement and agrees that it shall remain in possession at its own risk and that, if any unsafe condition is discovered at the Property, it shall report such condition to Sublessor. Upon the discovery of any unsafe condition at the Property, Sublessee shall stop using such dangerous or unsafe area at the Property, or make such repairs or modifications as necessary to make the area safe for continued use.

ARTICLE VI

INSPECTION; QUIET ENJOYMENT

SECTION 6.1. Sublessee Alterations. Sublessee shall not make alterations and improvements to the Property without Sublessor's prior written approval, which Sublessor may in its sole and absolute discretion withhold.

SECTION 6.2. Sublessee Improvements and Trade Fixtures.

(a) Any alterations, improvements or installations made by Sublessee to the Property shall at once become a part of the realty and belong to Sublessor.

(b) Sublessee shall have the right to remove its trade fixtures from the Property at the expiration or earlier termination of this Agreement provided Sublessee is not then in default under this Agreement.

SECTION 6.3. Liens. Sublessee agrees to keep all of the Property and every part thereof and the building and other Improvements at any time located on the Property free and clear of any and all mechanics' and/or materialmen's liens, stop notices and/or other liens for or arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished for or in connection with any operations of Sublessee on or about the Property or any obligations of any kind incurred by Sublessee. Sublessee further agrees to promptly and fully discharge any and all claims on which any such lien or stop notice may or could be based and to save and hold Sublessor and all of the Property and the building and any other Improvements on the Property free and harmless from any and all such liens or stop notices and claims of liens and suits or other proceedings pertaining thereto. Notwithstanding the foregoing, Sublessee shall have the right to dispute any claims on which a lien or stop notice is placed on the Property, in which event Sublessee shall not be in default under this Agreement if it does not promptly and fully discharge any such disputed claim or claims.

SECTION 6.4. Sublessor's Rights of Entry. Sublessor reserves the right to enter and inspect the Property at reasonable times, and if necessary to render services or make any necessary repairs specifically required of Sublessor under this Agreement, if any. In addition, Sublessor, and its agents and employees, may enter the Property on two (2) days' written notice to Sublessee for the purposes of showing the Property to prospective purchasers, tenants or mortgagees, or posting notices of non-responsibility. Notwithstanding the foregoing, Sublessor, its agents and contractors shall have the right to enter the Property and inspect any physical, environmental, legal or other matter relating to the Property, including, without limitation, soil testing, title inspections, environmental tests, and survey work on the Property and demolition of existing structures on the Property, provided that Sublessor gives Sublessee at least two days' prior written notice or, in the case of demolition of existing structures, sixty (60) days' prior written notice before Sublessor takes such action(s). Sublessor shall defend, indemnify and hold harmless Sublessee, its officers, employees and agents from and against any loss, liability or damage to Sublessee's property, and any bodily injury or death, including, but not limited to, any bodily injury or death of Sublessor's members, managers, agents, employees and contractors, or any such person entering the Property on behalf of Sublessor, arising from any incident occurring while Sublessor's employees or agents are on the Property.

SECTION 6.5. Quiet Possession. Sublessor agrees that Sublessee, while keeping the covenants contained herein, shall at all times during the existence of this

Agreement, peacefully have, hold, and enjoy the leased portion of the Property without hindrance from Sublessor or any person claiming a right under Sublessor.

ARTICLE VII

COMPLIANCE WITH LAWS PERTAINING TO PUBLIC ENTITIES

SECTION 7.1. Prevailing Wage. During the term of this Agreement or any holdover, pursuant to Labor Code Sections 1720, *et seq.*, and if applicable to any work being done on the Property, Sublessor and Sublessee shall comply with the prevailing wage requirements for any projects constructed on any portion of the Property leased by Sublessee which are defined as "public works." The Sublessor/contractor shall furnish all subcontractors/employees with a copy of the Department of Industrial Relations prevailing wage rates which Sublessor shall post at the job site. Sublessor/contractor must obtain all prevailing wage rates from the Department of Industrial Relations.

SECTION 7.2. Employment of Apprentices. During the term of this Agreement or any holdover, and if applicable to any work being done on the Property, Sublessor/contractor, Sublessee/contractor and all subcontractors shall, in connection with all work performed on any portion of the Property leased by Sublessee comply with the provisions of the California Labor Code, including, but not limited to, Sections 1777.5, 1777.6 and 1777.7, concerning the employment of apprentices. If applicable to any work being done on the Property, the contractor and any subcontractor under him shall comply with the requirements of said Sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, Sublessor/contractor shall have full responsibility for compliance with said Labor Code Sections for all apprenticeable occupations regardless of any other contractual or employment relationships alleged to exist.

SECTION 7.3. Fair Employment Practices. If applicable to any work being done on the Property, in connection with all work performed on any portion of the Property leased by Sublessee during Sublessee's tenancy, there shall not be any discrimination against any prospective or active employee engaged in contractual work (*e.g.*, for repairs or construction) because of race, color, ancestry, national origin, religious creed, sex, age or marital status. If applicable to any work being done on the Property, Sublessor/contractor agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Sublessor/contractor agrees to require like compliance by any subcontractors employed on the work by Sublessor/contractor.

ARTICLE VIII

COMPLIANCE WITH LAWS; SIGNS

SECTION 8.1. Compliance with Laws. The Property shall not be used or permitted by either Party to be used in violation of any law or ordinance. The Parties shall maintain the Property in a clean and sanitary manner and shall comply with all laws, ordinances, rules and regulations related to Sublessee's specific use of the Property now in effect or subsequently enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Property.

SECTION 8.2. Signs.

(a) Sublessee may erect and maintain any signs on the Property relating to Sublessee's use of the Property, provided the signs so erected:

(i) Are removed at the sole cost and expense of Sublessee on expiration or sooner termination of this Agreement; and

(ii) Comply with any law or ordinance of any governmental agency having jurisdiction over the Property.

(b) Sublessor shall also have the right to place one (1) or more signs on the Property provided that the signs:

(i) Are approved in advance by Sublessee, whose approval shall not be unreasonably withheld;

(ii) Are placed and removed at the sole cost and expense of Sublessor; and

(iii) Comply with any law or ordinance of any governmental agency having jurisdiction over the Property.

ARTICLE IX

INSURANCE REQUIRED OF SUBLESSEE AND SUBLESSOR

SECTION 9.1. Sublessee Fire Insurance.

(a) Sublessee shall, at Sublessee's own cost and expense, at all times during the full term of this Agreement and any extended term of this Agreement, keep all buildings, Improvements and other structures on the Property insured

for at least ninety percent (90%) of their full replacement cost against loss or destruction by fire and other perils, including vandalism and malicious mischief.

(b) "Full replacement cost", as used in this Section, shall mean the actual cost of replacement for the building and other Improvements on the Property, as determined from time to time. If at any time during the term of this Agreement, Sublessor believes that the full replacement cost has increased, Sublessor shall notify Sublessee in writing. If Sublessee agrees with the increased full replacement cost set forth in Sublessor's notice, Sublessee shall, within sixty (60) days of the notice, increase the amount of insurance carried to the amount stated in the notice.

(c) The coverage set forth in this Section 9.1 shall only take effect if Sublessee desires to reoccupy the damaged portion of the Property, per the provisions set forth in Section 11.1 hereof, prior to the expiration of this Agreement. In the event that Sublessee elects not to reoccupy the damaged portion of the Property pursuant to Section 11.1 hereof, Sublessor shall only be entitled to insurance coverage on a demolition basis.

SECTION 9.2. Sublessee Liability Insurance. Sublessee shall, at Sublessee's own cost and expense, secure and maintain during the entire term of this Agreement and any extended term of this Agreement, public liability and property insurance or a fully self-funded self-insurance program, in the amount of Two Million Dollars (\$2,000,000.00) per occurrence, insuring Sublessee and Sublessee's employees against all bodily injury, property damage, personal injury and other loss or liability caused by or connected with Sublessee's occupation and use of the Property.

SECTION 9.3. Sublessee's Personal Property. Sublessee shall at all times during the term of this Agreement and at Sublessee's sole expense, keep all of Sublessee's personal property, including trade fixtures and equipment and all merchandise of Sublessee that may be on the Property from time to time insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Sublessee to fully replace the trade fixtures, equipment and merchandise.

SECTION 9.4. Sublessee's Workers' Compensation Insurance. Sublessee shall maintain in effect throughout the term of this Agreement, at Sublessee's sole expense, workers' compensation insurance in accordance with the laws of the State and employers' liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per employee and One Million Dollars (\$1,000,000.00) per occurrence.

SECTION 9.5. Deposit of Insurance Policies with Sublessor. Promptly on the issuance, re-issuance or renewal of any insurance policy required by this Agreement, including fire and liability insurance policies, Sublessee shall cause a duplicate copy of the policy or a certificate evidencing the policy executed by the insurance company issuing the policy or its authorized agent to be given to Sublessor or a coverage memorandum evidencing Sublessee's

participation in a fully self-funded public entity self-insurance pool and program meeting the minimum coverages of this Article. Sublessee shall name Sublessor as an additional insured under the above-referenced general liability and property insurance as applicable. Upon demand, Sublessee shall provide Sublessor with proof of insurance if same has not previously been provided as provided herein.

SECTION 9.6. Blanket Insurance Policy. To satisfy Sublessee's obligations under this Article, Sublessee may at any time during the term of this Agreement, have in full force and effect a "blanket" policy of insurance or coverage under a fully self-funded public entity self-insurance pool and program insuring the Property as well as other property owned or occupied by Sublessee, provided the blanket policy does not in any way diminish the amount or coverage of the insurance required under this Article and further provided that the blanket policy otherwise meets all requirements of this Article.

SECTION 9.7. Self-Funding Pool. To satisfy Sublessee's obligations under this Article, Sublessee currently is a member of Ventura County Schools Self-Funding Authority, a joint powers agency self-funding insurance pool and program ("VCSSFA"), and Sublessor shall be named as an additional covered party. The terms of Sublessee's participation and/or the coverage memorandum with VCSSFA shall provide substantially the same coverage required by this Article. Sublessee shall provide Sublessor with a copy of its coverage memorandum with VCSSFA.

SECTION 9.8. Sublessor's Right to Procure Insurance. If at any time Sublessee fails to procure or maintain the insurance or participate in a fully-funded public entity self-insurance pool and program as required by this Article, Sublessor may obtain that insurance and pay the premiums on it for the benefit of Sublessee. Any amounts paid by Sublessor to procure or maintain insurance pursuant to this Section shall be immediately due and repayable to Sublessor by Sublessee with the next then due installment of rent under this Agreement; failure to repay at that time any amount expended by Sublessor shall be considered the same as a failure to pay rent and a default by Sublessee under this Agreement.

SECTION 9.9. Sublessee Assumption of All Risks. Sublessee is occupying and using the Property and the Improvements at its own risk and, except as set forth in Sections 9.10 and 9.11, Sublessor is under no obligation or responsibility to inspect, maintain, repair, warn or to insure the Property or the Improvements.

SECTION 9.10. Sublessor General Liability Insurance. Sublessor shall, at Sublessor's own cost and expense, secure and maintain during the entire term of this Agreement and any extended term of this Agreement, general liability insurance and property insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and Four Million Dollars (\$4,000,000.00) aggregate, insuring Sublessor and Sublessor's employees and agents against all bodily injury, property damage, personal injury and other loss or liability caused by or connected with any work done at the Property by Sublessor, its employees, agents or contractors while the Property is occupied by Sublessee. Sublessor shall

name Sublessee as an additional insured under the above-referenced general liability and property insurance. Upon demand, Sublessor shall provide Sublessee with proof of insurance.

SECTION 9.11 Sublessor's Workers' Compensation Insurance. Sublessor, and its agents and contractors, while doing any work at the Property shall have and maintain, at Sublessor's sole expense, workers' compensation insurance in accordance with the laws of the State and employers' liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per employee and One Million Dollars (\$1,000,000.00) per occurrence.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

SECTION 10.1. In General. There are no representations, agreements, arrangements or circumstances, oral or written, between the Parties relating to the subject matter contained in this Agreement that are not fully expressed in this Agreement.

SECTION 10.2. Representations and Warranties of Sublessor. Sublessor makes the following representations, warranties and covenants to Sublessee:

(a) Sublessor is corporation duly organized, validly existing and in good standing under the laws of Idaho. Sublessor has the right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The persons executing this Agreement on behalf of Sublessor have the right, power and authority to bind Sublessor to this Agreement.

(c) This Agreement constitutes the legal, valid and binding obligation of Sublessor enforceable against Sublessor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Sublessor is a party or by which Sublessor is bound.

(d) To the best of Sublessor's knowledge, there are no lawsuits, claims, suits, proceedings or investigations pending or, to Sublessor's actual knowledge, threatened against Sublessor arising out of or concerning Sublessor's agreement to sublease the Property to Sublessee. There are no actions, suits or proceedings pending or, to Sublessor's actual knowledge, threatened which question the legality or propriety of the transactions contemplated by this Agreement.

SECTION 10.3. Representations and Warranties of Sublessee. Sublessee makes the following representations, warranties, and covenants to Sublessor:

(a) Sublessee is a political subdivision of the State, duly organized, validly existing and in good standing under the laws of the State.

(b) The persons executing this Agreement on behalf of Sublessee have the right, power, and authority to bind Sublessee to this Agreement.

(c) This Agreement constitutes the legal, valid, and binding obligation of Sublessee enforceable against Sublessee in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. To Sublessee's knowledge, neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any provision of any agreement or document to which Sublessee is a party or by which Sublessee is bound.

(d) Sublessee is not bankrupt or insolvent under any applicable federal or State standard, nor has Sublessee filed for protection or relief under any applicable bankruptcy or creditor protection statute or has been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

ARTICLE XI

DESTRUCTION, DAMAGE AND CONDEMNATION

SECTION 11.1. Destruction or Damage. If the Property is totally or partially destroyed due to a fire or other casualty, then Sublessee shall have the right, but not the obligation, to terminate this Agreement.

SECTION 11.2. Proration of Rent. If at any time during the term of this Agreement, all or any part of any Improvements on the Property are destroyed or damaged by any casualty, whether or not such casualty is required to be insured against under this Agreement, rent shall be prorated to an amount that reflects the percentage of the remaining usable portion of the Property and all other terms of this Agreement shall remain in full force and effect.

SECTION 11.3. Condemnation. If the Property or any portion of the Property is taken under the power of eminent domain or sold under the threat of the exercise of eminent domain, this Agreement shall terminate as to the part of the Property taken as of the date the condemning authority takes title or possession, whichever occurs earlier. If more than ten percent (10%) of the buildings or more than twenty-five percent (25%) of that portion of the Property not occupied by any building is taken by condemnation, then Sublessee may, at Sublessee's election to be exercised in writing within ten (10) days after Sublessor shall have given Sublessee written notice of the taking (or in the absence of such notice, within ten (10)

days after the condemning authority shall have taken possession), terminate this Agreement. If Sublessee does not terminate this Agreement, this Agreement shall remain in full force and effect as to the portion of the Property remaining. The rental amount shall not be reduced in proportion to the reduction of the utility of the Property caused by the condemnation or otherwise. Any condemnation awards shall be Sublessor's property, provided that Sublessee shall be entitled to compensation for relocation expenses, loss of goodwill, and/or the value of any trade fixtures. Whether this Agreement is or is not terminated by reason of condemnation, Sublessor shall have no obligation to repair or replace any damage to the Property caused by the condemnation except to the extent that condemnation consideration is paid specifically for and in relation to the damage in question. It is further understood and agreed by the Parties that the monthly rent paid by Sublessee shall not be reduced if any portion of the Property is taken by way of eminent domain, since the Sublessee is only using a small portion of the entire Property.

ARTICLE XII

INDEMNIFICATION

SECTION 12.1. Sublessee's Hold-Harmless Clause. To the fullest extent permitted by State law, Sublessee shall defend, indemnify and hold Sublessor and the partners, members, officers, directors, shareholders, employees and representatives of Sublessor and the property of Sublessor, including the Property, free and harmless from any and all liability, claims, loss, damages or expenses, including attorneys' fees and costs, arising by reason of the death or injury of any person, or by reason of damage to or destruction of any property caused by use of the Property by Sublessee or Sublessee's officers, agents, employees, or contractors.

SECTION 12.2. Sublessor's Hold-Harmless Clause. To the fullest extent permitted by California law, Sublessor shall defend, indemnify and hold Sublessee, its elected board members, officers, employees and agents harmless from any and all liability, claims, loss, damages or expenses, including attorneys' fees and costs, arising by reason of the death or injury of any person, or by reason of damage to or destruction of any property caused by Sublessor or Property Owner, or their respective officers, agents, employees or invitees.

SECTION 12.3. Sublessor's Loans. In the event that Sublessor enters into any loan agreements for the acquisition or development of the Property, Sublessor agrees to (a) provide Sublessee with any notices of default or potential default received by Sublessor from the applicable lender, and (b) indemnify, defend, protect and hold Sublessee free and harmless from and against any liabilities, claims, or damages, including attorneys' fees and costs, arising from Sublessor's default or alleged default under an agreement with any such lender, including Sublessee's compliance with a demand by such lender made in accordance with any subordination, non-disturbance or attornment agreement.

ARTICLE XIII

DEFAULT AND REMEDIES

SECTION 13.1. Remedies on Sublessee's Default. If Sublessee breaches this Agreement, and such breach is not cured by Sublessee within thirty (30) days of receiving written notice of said breach from Sublessor, Sublessor shall have the right to terminate this Agreement, recover exclusive possession of the Property and pursue any other remedies available under applicable law.

SECTION 13.2. Cumulative Remedies. The remedies granted to Sublessor in this Article shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law or authorized in this Agreement.

SECTION 13.3. Waiver of Breach. The waiver by Sublessor of any breach by Sublessee of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Sublessee either of the same or a different provision of this Agreement.

ARTICLE XIV

MEDIATION

SECTION 14.1 Mediation. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to this Agreement amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to this Agreement by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, or other proceeding related to or arising under this Agreement if that Party refused or failed to participate in mediation in good faith pursuant to this Section 14.1. The Parties further agree to act in good faith to identify a mutually-acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this Section 14.1 shall require mediation prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitations shall be tolled while the mediation procedures specified in this Agreement are

pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

SECTION 14.2 *Costs of Mediation.* The costs of any mediation, including any mediator's fees, administration fees, arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties.

ARTICLE XV

MISCELLANEOUS

SECTION 15.1. *No Sublessee Assignment; No Subletting.* Sublessee shall not assign this Agreement or its rights and obligations hereunder without obtaining Sublessor's prior written consent, which Sublessor may withhold in its sole and absolute discretion.

SECTION 15.2. *No Modifications.* No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the Parties.

SECTION 15.3. *Construction of Agreement.* Each Party and attorneys for each Party have participated in the drafting and preparation of this Agreement. Therefore, the provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties equally prepared this Agreement.

SECTION 15.4. *Headings.* The Article and Section headings herein are used for the purpose of convenience only and shall not be deemed to limit the subject of the Articles or Sections of this Agreement or to be considered in their construction. Unless otherwise specifically referring to another instrument or document, references to "Articles" or "Sections" refer to the Articles and Sections of this Agreement.

SECTION 15.5. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the State, without reference to conflict of laws. Any mediation, arbitration or similar proceeding concerning this Agreement shall be instituted and conducted in the County. In the event of any litigation, Sublessor and Sublessee hereby irrevocably submit themselves to the jurisdiction of the Courts of the State of California, Ventura County and the jurisdiction of the United States District Court for the Central District of California for the purpose of any suit, action or other proceeding arising out of or related to this Agreement. The Parties hereby waive and expressly agree not to assert, in any way, any claim or allegation that they are not personally subject to the jurisdiction of the courts named above. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

SECTION 15.6. *Days.* Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days.

SECTION 15.7. Successors and Assigns. Subject to the provisions of Section 15.1, all of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

SECTION 15.8. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of this Agreement.

SECTION 15.9. No Waiver. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

SECTION 15.10. Severability. If any provision of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

SECTION 15.11. Gender and Number. In this Agreement the masculine, feminine and neuter genders and the singular and the plural include one another, unless the context requires otherwise.

SECTION 15.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, including any letters of intent. The foregoing sentence shall in no way affect the validity of any instrument or document executed by the Parties in the form of the exhibits attached to this Agreement.

SECTION 15.13. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by this reference.

SECTION 15.14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by fax provided that original executed counterparts are delivered to the recipient on the next business day following the fax transmission.

SECTION 15.15. Attorneys' Fees. Subject to Section 14.1 of this Agreement, if any action or proceeding is instituted to enforce or interpret any provision of this Agreement, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party.

SECTION 15.16. Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), or by registered or certified mail, with return receipt requested, postage prepaid and addressed as follows:

(a) If to Sublessee: Rio School District
2500 E. Vineyard Avenue
Oxnard, California 93036
Attention: John Puglisi, Superintendent
Telephone: (805) 485-3111
Email: jpuglisi@rioschools.org

With copies to: Myers, Widders, Gibson, Jones &
Feingold, L.L.P.
5425 Everglades Street, P.O. Box 7209
Ventura, California 93006
Attention: Douglas A. Bordner, Esq.
Telephone: (805) 644-7188
Facsimile: (805) 644-7390
Email: dbordner@mwgjlaw.com

(b) If to Sublessor: Pacific West Communities, Inc.
430 E. State Street, Suite 100
Eagle, Idaho 83616
Attention: David Basel
Telephone: (208) 461-0022, ext. _____
Facsimile: (208) 461-3267
Email: davidb@tpchousing.com


With a copy to: Clayton W. Reynolds, Esq.
430 E. State Street, Suite 140
Eagle, Idaho 83616
Telephone: (208) 461-0022, ext. 3011
Facsimile: (208) 461 -3267
Email: clay@cwmmatt.com

Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. Any such notice shall be deemed to have been delivered upon its receipt or upon the second attempt at delivery, as evidenced by the regular records of the person or entity attempting delivery.

SECTION 15.17. Relationship of Parties. The Parties agree that their relationship is that of Sublessor and Sublessee, respectively, and that nothing contained herein shall make either Party the fiduciary of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the Parties, including, without limitation, a joint venture or partnership, nor is either Party granted any right or authority to assume or create any obligation or responsibility on behalf of the other Party, nor shall either Party be in any way liable for any debt of the other.

SECTION 15.18. Estoppel Certificates. At any time and from time to time, within fifteen (15) days after notice of request by Sublessor, Sublessee shall execute, acknowledge and deliver to Sublessor or to such other recipient as the notice shall direct, a statement certifying this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified in the manner specified in the statement, and such other matters as Sublessor reasonably shall require. The statement shall also state the dates to which rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by Sublessor and by any prospective purchaser or encumbrancer of the Property or Improvements or of all or any part or parts of Sublessor's interests under this Agreement. Sublessee's failure to execute, acknowledge and deliver, on request, the certified statement described above within the specified time shall constitute acknowledgment by Sublessee to all persons entitled to rely on the statement that the statements contained in the estoppel certificate are true and shall constitute a waiver, with respect to all persons entitled to rely on the statement, of any defaults that may exist before the date of the notice.

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

"SUBLESSOR"
PACIFIC WEST COMMUNITIES, INC.,
an Idaho corporation
By: 

CALEB KOOP (Print Name)
PRESIDENT / CEO (Title)

"SUBLESSEE"
RIO SCHOOL DISTRICT, a political subdivision
of the State of California
By: _____
Dr. John D. Puglisi, Superintendent

By: _____
Kristen Pifko, Assistant Superintendent

CONSENT OF PROPERTY OWNER

2714 E. VINEYARD AVENUE, L.L.C., an Idaho limited liability company, which is the owner of the Property that is being subleased by Sublessor to Sublessee, hereby consents to the sublease of the Property by Sublessor to Sublessee.

2714 E. VINEYARD AVENUE, L.L.C.
a Idaho limited liability company

By: _____

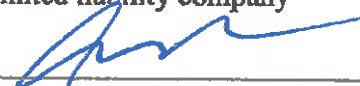

CALEB RAYE (Print Name)
PRESIDENT/CEO OF: (Title)
PACIFIC WEST COMMUNITIES, INC.,
ITS MANAGER

EXHIBIT "A"

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

A PORTION OF LOT 90 OF THE RANCHO SANTA CLARA DEL NORTE, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 26 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF THAT PUBLIC ROAD 50.00 FEET WIDE KNOWN AS VINEYARD AVENUE FROM WHICH A 4" X 4" POST COMMON TO LOTS 90 AND 91 BEARS NORTH 50° 20' 30" WEST A DISTANCE OF 10.09 FEET; THENCE

1ST: SOUTH 50° 20' 30" EAST ALONG THE LINE COMMON TO LOTS 90 AND 91 A DISTANCE OF 882.80 FEET TO A 4" X 4" POST SET AT THE NORTHWEST CORNER OF CLOVERDALE SUBDIVISION AS RECORDED IN BOOK 8, PAGE 38 OF MAPS; THENCE

2ND: SOUTH 39° 41' WEST ALONG THE WESTERLY LINE OF SAID CLOVERDALE SUBDIVISION A DISTANCE OF 492.55 FEET TO A POINT; THENCE

3RD: NORTH 57° 50' WEST A DISTANCE OF 810.77 FEET TO A POINT IN THE EASTERLY LINE OF VINEYARD AVENUE; THENCE

4TH: NORTH 32° 10' EAST A DISTANCE OF 603.38 FEET ALONG SAID EASTERLY LINE OF VINEYARD AVENUE TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR THE WINDENING OF VINEYARD AVENUE AS DESCRIBED IN GRANT DEED RECORDED NOVEMBER 3, 1970, IN BOOK 3743, PAGE 290 OF OFFICIAL RECORDS.

10.2



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of September 20, 2017
Access	Public
Type	Minutes
Minutes	View Minutes for Sep 20, 2017 - RSD Regular Board Meeting

Public Content

Speaker: Superintendent Puglisi

Rationale:

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
September 20, 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, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

1. Open Session 5:00 p.m.

1.1 Call to Order

President Esquivel opened the meeting at 5:17 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 Correction, Additions, Modifications

Trustee Torres pulled items 11.12 Approval of the Service Agreement Between Rio School District and Blaine Kutin to Provide Data Analysis Services FY 2017/2018; 11.18 Annual Membership Dues for California's Coalition for Adequate School Housing; 11.25 Approval of Invoice from California Department of Education for review of plans and specifications of STEAM Academy; and 11.30 Resolution No. 1718/20 for the Notice of Completion of the Upgrades to the District Wide MPR's Audio and Visual Systems and Trustee Eisenhauer pulled item 11.28 Resolution No. 1718/19 for the HVAC Pilot at Rio Del Norte Notice of Completion for separate action and discussion.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

3. Public Comment-Closed Session

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

There were no public comments on closed session items.

President Esquivel adjourned the meeting into closed session at 5:21 p.m.

4. Closed Session

4.1 Conference with Legal Counsel – Existing Litigation, pursuant to Government Code § 54956.9(d)(1) Name of Case and Case No.: Rio School District v. Negele & Associates, Santa Barbara Superior Court Case No. 16CV04043 (previously identified by Ventura County Superior Court Case No. 56-2016- 00480450-CU- PN-VTA)

This item was tabled.

4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2017/18 and Superintendent's Evaluation

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 took place during closed session:

In closed session the Board completed the evaluation of the Superintendent for the 2016/2017 school year, and by a vote of 4-0, approved a performance rating of satisfactory or better. Based on the provision of the Superintendent's contract, this action extends the term of his employment contract for an additional year to September 20, 2018.

6. Public Hearing

6.1 Public Hearing of Resolution#1718/09 Sufficiency of Instructional materials

President Esquivel opened the Public Hearing at 6:15 p.m. As there were no public comment the hearing was closed at 6:15 p.m.

7. Presentations/Recognitions

7.1 Recognition of the El Rio Girls 12U Champions

Oscar Hernandez, Assistant Superintendent of Educational Services, presented Carlo Godoy, President of the El Rio Girls ASA. Mr. Godoy in turn introduced Mr. Valadez, coach to the El Rio Girls U12 National Champions. The team was presented with certificates.

7.2 Recognition of Rio Real Dual Immersion Academy Students

Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Dr. Maria Hernandez, Principal of the Rio Real Dual Immersion Academy. Dr. Hernandez introduced students that took the Spanish Culture and Language AP Exam. Eight students tested and five passed with a 3 or better, the rest passed with a 2 or better.

Monique Murgia

Cindy Rubalcaba

Carlos Gaitan
Stephanie Rodriguez
Montserrat Ramos
Angelique Ybarra
Lisette Carranza
Diego Alvarez

8. Communications

8.1 Acknowledgement of Correspondence to the Board

There were no written correspondence to the board.

8.2 Board Member Reports

There were no board member reports.

8.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, RTA President and Henry Carreon, CSEA President.

8.4 Superintendent Report

Superintendent Puglisi presented a STEAM School Update. Supervisor Zaragoza attended Groundbreaking Ceremony and presented the Superintendent with a Certificate of Commendation.

8.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes. There were no public comments.

9. Information

9.1 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented an update on the Art Summer Institute that two of our teachers attended over the summer.

10. Discussion/Action

10.1 Appointment of Advisory Committee for Naming of Rio STEAM Academy.

It is recommended that the Board approve the formation of an advisory committee to name the Rio STEAM Academy. Trustee Rodriguez and President Esquivel will serve as members

Motion by Eleanor Torres, second by Ramon Rodriguez.

Final Resolution: Motion Carries

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

10.2 Authorizing the Creation of the Local Career Technical Education Advisory Committee and Directing the District to Solicit Committee Members

The Superintendent recommends approval of the creation of the CTEAC, and authorization of the District to select committee members.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.3 Authorization of Teaching Assignment – Speech and Hearing Therapy Services

It is recommended that the Governing Board authorize the teaching assignments for the teachers listed.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

10.4 Variable Term Waiver – Ms. Sonia Cortez

It is recommended that the Governing Board approve this action item for the Variable Term Waiver as described under Ed Code 44253.3 for Ms. Sonia Cortez to serve English Language Students for the 2017/2018 school year beginning 8/17/2017 at Rio Real (K-8) School while she completes the requirements for this authorization.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

10.5 17/18 Salary Schedules

It is recommended the board take action and approve the salary schedules for the 2017/2018 school year.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.6 17/18 Confidential Salary Schedule

It is recommended the board take action and approve the 17/18 Confidential Salary Schedule.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

Abstain: Eleanor Torres

10.7 Contract for Speech Pathologist Services

Staff recommends Board approval of the speech pathologist services contract.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.8 Approval of Resolution 1718/12 Second Amendment to Agreement for Program and Construction Management Services between Rio School District and Balfour Beatty Construction, LLC.

Staff recommends approval of the attached second amendment to Balfour Beatty's existing contract.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.9 Award of Bids for Rio STEAM Academy Construction – Bid Packages No. 8 (Sheet Metal), 14 (Specialties), 15 (Ceramic Tile) and 19 (HVAC).

It is recommended that the Board authorize District administration, staff and all relevant consultants to award contracts for the rebid trades. Amend to remove Bid 14 Specialties as no bids were received.

Motion by Joe Esquivel, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.10 Rejection of All Bids Received for Rio STEAM Academy Construction – Bid Package No. 22, Food Service.

It is recommended that the Board approve the attached resolution, which formally rejects all bids for Bid Package No. 22 (Food Service).

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.11 Authorizing the Filing of Applications for Funding under the State School Facility Program to the Office of Public School Construction and State Allocation Board, and Identifying and Authorizing District Representatives Who Will Certify Documents and Act as Liaisons to the Office of Public School Construction and State Allocation Board for State School Facility Program Applications.

The Superintendent recommends approval of the attached resolutions, which authorize the filing of funding applications for Rio STEAM Academy and/or modernization applications for other District schools with the OPSC, and designate the Superintendent and Assistant Superintendent of Business Services as authorized representatives of the District for SFP funding applications.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.12 Making Findings Regarding and Approving Request for Proposals No. 17-18-10 – Multifunction Digital Copier Equipment Lease and Maintenance Services.

It is recommended that the District’s Board of Trustees (the “Board”) adopt the attached resolution making a finding under Public Contract Code Section 20118.2 and approving the RFP.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

10.13 Purchase of Fiber Switch for the District Office to fulfill the 10G link
Staff recommends approval of Fiber Switch purchase

Motion by Joe Esquivel, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.14 Purchase of a 1 year warranty upgrade for Lenovo Chromebooks
Staff recommends the purchase of the warranty upgrade for Lenovo Chromebooks

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

10.15 Purchase of indoor and outdoor access points
Staff recommends the purchase of access points

Motion by Joe Esquivel, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.16 Approval of Resolution#1718/09 Sufficiency of Instructional materials

It is recommended that the Governing Board:

- (1) Adopt Resolution #1718/09 regarding Sufficiency of Textbooks; and
- (2) Certify compliance that each student has been provided with a standards-aligned textbook for reading/language arts, mathematics, history and science; and
- (3) Direct the Superintendent to keep the resolution and certification on file in the district for auditing purposes and to show that the provisions of the law have been met.

School district governing boards shall hold a public hearing and shall make determination through a Resolution, as to whether each pupil in the district, including English Learners, has or will have, prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in reading/language arts, mathematics, history and science, consistent with the content and cycles of the curriculum frameworks adopted by the state.

If the school district governing board determines that there are insufficient textbooks or instructional materials, or both, the governing board shall provide information to classroom teachers and the public as to the reasons and shall take action to ensure that the situation is remedied. Such action may involve using any funds available to the district for instructional materials from any state and local source.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.17 Second and Final Reading of CSBA Board Policies

Staff recommends approval.

Motion by Felix Eisenhauer, second by Ramon Rodriguez.

Final Resolution: Motion Carries

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

10.18 Approval of the Unaudited Actuals

Staff recommends approval of the Unaudited Actuals.

Motion by Eleanor Torres, second by Ramon Rodriguez.

Final Resolution: Motion Carries

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

11. Consent

11.1 Approval of the Consent Agenda

Staff recommends approval of the Consent Agenda as amended.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

11.2 Approval of the Minutes of the Regular Board Meeting of August 16, 2017

11.3 Approval of the Minutes of the Special Board Meeting of August 16, 2017

11.4 Approval of Donation Report

11.5 Approval of the Personnel Report

11.6 Ratification of the Commercial Warrant for August 3, 2017 through September 8, 2017

11.7 Approval of the Purchase of Instruments for Rio del Valle Middle School

11.8 Authorization of Teaching Assignment – Multiple Subject

11.9 Approval for the Superintendent to Attend the CAC Ed Spaces Conference in Kansas City, KS October 24-25, 2017

11.10 Approval for out of state travel to La Cosecha 2017 Annual Dual Language Conference

11.11 Approval for out of state travel to Redbird Conference in Seattle, Washington

11.12 Approval of the Service Agreement Between Rio School District and Blaine Kutin to Provide Data Analysis Services FY 2017/2018

Staff recommends approval of the service agreement between RSD and Blaine Kutin to provide Data Analysis services January 1st thru June 30, 2017

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

11.13 Approval of Contract Renewal with Sage Institutes FY 17/18

Resolution: Staff recommends approval of the contract renewal for Sage Institutes FY 17/18

11.14 Adoption of the GANN Limit/Resolution No. 1718/10

11.15 Approval of Lease Payments for 2714 E. Vineyard Avenue property

11.16 Approval of Proposal from Dave Bang, Inc. for Playground Repairs at Rio Plaza

11.17 Annual Membership Dues for California's Coalition for Adequate School Housing

Resolution: Staff recommends approval of the dues for membership to California Coalition for Adequate School Housing (CASH).

11.18 Proposal by Key Analytics for the preparation of School Facilities Needs Analysis and Developer Fee Justification Studies

It is recommended that the proposal from Key Analytics be approved for services to prepare the School Facilities Needs Analysis and Developer Fee Justification Study

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

11.19 Approval of Proposal from Omega Construction Company for work at OSFS and Rio Lindo.

11.20 Approval of Blanket Purchase Order with Morris Inspection Service

11.21 Approval of installation of new carpet in library and Room 23 at Rio Del Valle by Buena Ventura Flooring Covering

11.22 Approval of Change Order #1 for the HVAC Pilot at Rio Del Norte Elementary School by Reed Mechanical Systems, Inc.

11.23 Approval of Bid Proposal from M/M Mechanical, Inc. for Booster Pump Replacements at Rio Del Mar

11.24 Approval of Invoice from California Department of Education for review of plans and specifications of STEAM Academy.

11.25 Approval of open Purchase Order for ARC Document Solutions, LLC for digital processing of large documents for STEAM Academy

It is recommended that the Board approve the Open Purchase Order with ARC Document Solutions for digital processing of maps and large documents.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

11.26 Resolution No. 1718/18 for issuing a Notice of Completion for the HVAC Pilot at Rio Real School

11.27 Resolution No. 1718/19 for the HVAC Pilot at Rio Del Norte Notice of Completion

11.28 Notice of Change Order for Venco Electric, Inc. for the MPR Audio and Visual Upgrades district wide.

Staff recommends approval of the Change Order with Venco Electric for refund of the district wide MPR Audio and Visual Upgrades. (Credit)

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

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

11.30 Blanket Purchase Order with R. Indigenous Consultants Tribal Monitoring, LLC for weekly monitoring reports to ensure our compliance with CEQA and/or SB18 guidelines related to Native American monitoring.

Staff recommends approve the open purchase order with R. Indigenous Consultants tribal Monitoring, LLC

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

12. Organizational Business

Discussion: 12.1 Future Items for Discussion

Trustee Eisenhauer would like an update on traffic and crossing guards.

12.2 Future Meeting Dates: October 18, 2017

13. Adjournment

13.1 Adjournment

President Esquivel adjourned the meeting at 8:27 p.m.

Approved on this 18th day of October, 2017.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.3



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of Donation Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the Donation Report

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio del Norte	Coca Cola	Donation	74.11
Rio Vista	Coca Cola	Donation	44.47
Rio Vista	DoTopia	Promotion	187.37
Rio del Norte	Coca Cola	Incentives	42.03
Rio Real	Wells Fargo	Incentives	204.61

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.

10.4



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Personnel Report - October 18, 2017
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the October 18, 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 October 18, 2017 personnel report is presented for approval.

PERS Report - October 18, 2017.pdf (73 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

October 18, 2017

Certificated Personnel Report

Certificated Ratification of Employment:

Purcell, Carrie, SAI Teacher, Rio Rosales, (.50) FTE, Temporary, effective 9/29/2017

Classified Personnel Report

Classified Involuntary Transfer:

Catigan, Jeannie. Instructional Assistant/SPED, 5.75 hours. Rio Rosales to Rio Del Valle, 5.75 hours, effective 10/2/17

Classified Promotion:

Lopez, Jessica, Instructional Assistant/SPED, (4)hrs, Rio Real, to Instructional Assistsant/SPED, (5.75) hrs, Rio Del Mar, effective 10/11/17

Young, Brenda, from Food Service Worker I, (2) hr, Rio Rosales, to Food Service Worker I, (4.25) hr, Rio Rosales, effective 10/2/17

Classified Ratification of Employment:

Del Rio, Geovanna, Elementary Library Clerk, (4) hr, Rio Plaza, effective 9/18/17

Martinez, Veronica, Food Service Worker I, (2) hrs Rio Vista, & Food Service Worker I, (3) hrs, Rio Vista, effective 10/2/17

Ramirez Cardenas, Maria, Bus Driver, (5) hr, MOT, effective 9/20/17

Classified Resignation:

Martinez, Veronica, Food Service Worker I, (4) hrs, Rio Vista, effective 10/1/2017

Classified Voluntary Transfer:

Wiley, Margaret, from Food Service Worker I, (4) hrs, Rio Del Norte, to Food Service Worker I, (3) hrs & Food Service Worker I, (2) hours, Rio Del Norte, effective 10/2/17

10.5



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Ratification of the Commercial Warrant for 9/8/17 through 10/6/17.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,982,713.31
Budgeted	Yes
Budget Source	Various Funds as listed below
Recommended Action	Staff recommends the approval of the Commercial Warrant

Public Content

Speaker:
Kristen Pifko

Rationale:

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

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of \$2,498,967.83 which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$1,352,373.41
Fund 130 Cafeteria Fund	53,290.88
Fund 211 Building Fund	1,471,694.66
Fund 251 Capital Facilities – Residential	16,249.44
Fund 490 – Capital Projects Fund for Blen	-
Total	\$2,893,608.39
Less Unpaid Tax Liability	-895.08
Net	\$2,892,713.31

Commercial Warrant.pdf (4,544 KB)

Administrative Content

ReqPay12a

Board Report

Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027287	09/11/2017	Kimberlee A. Lopez	010-4300		18.72
5009027288	09/11/2017	Teresa R. Ivey	010-5200		13.85
5009027289	09/11/2017	Pamela Waltmann	010-5200		17.12
5009027290	09/11/2017	Elise Hirsty	010-5200		21.03
5009027291	09/11/2017	Aswell Trophy	010-4300	508.43	
			010-5800	48.49	554.92
5009027292	09/11/2017	ATDLE	010-8699		615.00
5009027293	09/11/2017	ATDLE	010-8699		615.00
5009027294	09/11/2017	ATDLE	010-8699		615.00
5009027295	09/11/2017	ATDLE	010-8699		615.00
5009027296	09/11/2017	ATDLE	010-8699		615.00
5009027297	09/11/2017	ATDLE	010-8699		615.00
5009027298	09/11/2017	ATDLE	010-8699		615.00
5009027299	09/11/2017	ATDLE	010-8699		615.00
5009027300	09/11/2017	ATDLE	010-8699		615.00
5009027301	09/11/2017	ATDLE	010-8699		615.00
5009027302	09/11/2017	ATDLE	010-8699		615.00
5009027303	09/11/2017	ATDLE	010-8699		615.00
5009027304	09/11/2017	ATDLE	010-8699		615.00
5009027305	09/11/2017	Julie Avrit	211-5800		3,360.00
5009027306	09/11/2017	Bertrand Music	010-5613		6,375.44
5009027307	09/11/2017	CABE Ventura County Chapter Attn: Soledad Molinar	010-5200		450.00
5009027308	09/11/2017	CADA Central	010-5200		75.00
5009027309	09/11/2017	EdLeader21	010-5200		11,996.00
5009027310	09/11/2017	Evita's Mexican Cafe	010-4300		343.58
5009027311	09/11/2017	THE GAS COMPANY	010-5530		277.59
5009027312	09/11/2017	I.M.S	010-5610		840.00
5009027313	09/11/2017	KONICA MINOLTA PREMIER FINANCE	010-5612		12.00
5009027314	09/11/2017	Learning Priority, Inc	010-5800		5,400.00
5009027315	09/11/2017	Marcus Lopez	010-5800		300.00
5009027316	09/11/2017	P & R Paper Supply Co., Inc.	130-9320		8,770.38
5009027317	09/11/2017	PEARSON EDUCATION, INC.	010-4300		340.55
5009027318	09/11/2017	Tri County Bread Service	130-4710		748.91
5009027319	09/11/2017	Ventura County SELPA	010-5200		40.00
5009027320	09/11/2017	School Specialty	211-6102		71,496.16
5009027321	09/11/2017	US AIRCONDITIONING DIST.	211-6202		83.89
5009027322	09/11/2017	U.S. Bank Corporate Payment Systems	010-4300	8,307.89	
			010-5200	1,487.48	9,795.37
5009027323	09/11/2017	VENTURA REFRIGERATION SALES & SERVICE	130-5600		973.34
5009027324	09/11/2017	Dr. Elizabeth Yeager	010-5800		280.07
5009027325	09/12/2017	Shannon Robinson	010-5200		10.38
5009027326	09/12/2017	Elise Hirsty	010-4300		194.65
5009027327	09/12/2017	CITY OF OXNARD	010-5540		1,351.73

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ESCAPE ONLINE

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Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027328	09/12/2017	SOUTHERN CALIF. EDISON	010-5520		18,087.13
5009027329	09/12/2017	Kimball Midwest	010-4300		1,148.80
5009027330	09/12/2017	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		2,651.55
5009027331	09/12/2017	McGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC	010-5800		450.00
5009027332	09/12/2017	Ford Crdit Dept 67-434	130-7438	115.99	
			130-7439	530.95	646.94
5009027333	09/12/2017	Pacific NW Publishing	010-4300		581.12
5009027334	09/12/2017	SolarWinds	010-5800		738.00
5009027335	09/12/2017	School Specialty	010-5800		3,699.00
5009027336	09/12/2017	U.S. Bank Corporate Payment Systems	010-4300	1,296.64	
			010-5300	1,299.28	
			010-5800	278.00	2,873.92
5009027337	09/14/2017	United of Omaha Life Ins. Co.	010-9534		595.92
5009027338	09/14/2017	SISC FINANCE	010-9516	9,643.83	
			010-9534	519,539.77	
			010-9537	32,024.70	561,208.30
5009027339	09/14/2017	Cameron L. Ohi	010-4300		12.89
5009027340	09/14/2017	Jessica Zarate-Martinez	010-5200		40.77
5009027341	09/14/2017	Areli G. Cruz	010-5200		19.26
5009027342	09/14/2017	Broadview Networks	010-5800		7,204.17
5009027343	09/14/2017	COUNTY OF VENTURA GENERAL SERVICES AGENCY	130-5800		610.00
5009027344	09/14/2017	SOUTHERN CALIF. EDISON	010-5520		7,867.07
5009027345	09/14/2017	Imagine Learning, Inc.	010-5800		300.00
5009027346	09/14/2017	KONICA MINOLTA PREMIER FINANCE	010-5612	2,351.65	
			130-5612	102.23	2,453.88
5009027347	09/14/2017	Lawrence Media	010-5800		1,517.25
5009027348	09/14/2017	The Math Learning Center	010-4140		28,647.87
5009027349	09/14/2017	McGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC	010-5800		36,600.00
5009027350	09/14/2017	MobyMax	010-5800		6,732.00
5009027351	09/14/2017	NASP	010-5300		210.00
5009027352	09/14/2017	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5610		90.00
5009027353	09/14/2017	The Predictive Index	010-5800		475.00
5009027354	09/14/2017	Steve Sunnarborg	010-5800		262.50
5009027355	09/14/2017	UNITED WATER CONSERVATION DIST.	010-5540		1,838.09
5009027356	09/14/2017	Ventura County Office of Education	010-5200		750.00
5009027357	09/14/2017	Ventura Unified School Dist.	010-5800		2,280.19
5009027358	09/18/2017	Josh Steiner	010-4300		420.00
5009027359	09/18/2017	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		570.00
5009027360	09/18/2017	Ralph Cordova Jr., Ph.D.	010-5800		9,600.00

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Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027361	09/18/2017	City Of Oxnard-City Treasurer	010-5561		80.46
5009027362	09/18/2017	Fry's Electronics customer #70893	010-4300		560.79
5009027363	09/18/2017	William Venegas Hip Hop Mindset	010-5800		3,500.00
5009027364	09/18/2017	Human Relations Media	010-4300	733.49	
5009027365	09/18/2017	MJP COMPUTERS	Unpaid Tax	52.75-	680.74
5009027366	09/18/2017	Murals by Lisa Kelly	010-5800		95.00
5009027367	09/18/2017	Myers, Widders, Gibson, Jones	010-5800		340.00
			010-5802	5,345.83	
			211-5802	7,385.34	
			251-5802	3,308.06	16,039.03
5009027368	09/18/2017	Nee Quaison Sackey	010-5800		1,400.00
5009027369	09/18/2017	SCHOOLDUDE.COM	010-5800		3,590.06
5009027370	09/21/2017	Yvonne Corral	010-5800		400.00
5009027371	09/21/2017	Matthew Klnefelter	010-4300		85.00
5009027372	09/21/2017	Jeannette D. Smith	010-5200		346.72
5009027373	09/21/2017	ARC	211-5800		598.65
5009027374	09/21/2017	Arrow Environmental Intl.	010-5540		2,150.00
5009027375	09/21/2017	BALFOUR BEATTY CONSTRUCTION	211-6272		144,258.00
5009027376	09/21/2017	BC Rincon Construction	010-5610		1,955.00
5009027377	09/21/2017	California Lutheran University CRLP	010-5200		5,000.00
5009027378	09/21/2017	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5200		620.00
5009027379	09/21/2017	C D W GOVERNMENT, INC.	010-4300		686.38
5009027380	09/21/2017	CITY OF OXNARD RECREATION SERVICES	010-5800		60.00
5009027381	09/21/2017	CITY OF OXNARD RECREATION SERVICES	010-5800		120.00
5009027382	09/21/2017	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		180.00
5009027383	09/21/2017	Emerald Solutions	010-5800		12,000.00
5009027384	09/21/2017	FOLLETT SCHOOL SOLUTIONS, INC.	010-9510		3,889.67
5009027385	09/21/2017	Fred Pryor Seminars	010-5200		139.00
5009027386	09/21/2017	John Gosnell DBA Gforce Printing	010-4300	727.31	
5009027387	09/21/2017	HOME DEPOT CREDIT SERVICES	010-5800	389.84	1,117.15
			010-4300	2,018.67	
			010-4360	186.83	
			130-4300	292.57	2,498.07
			211-5800		5,887.60
5009027388	09/21/2017	R. Indigenious Consultants Tribal Monitoring, LLC	211-6202		52,319.33
5009027389	09/21/2017	Reed Mechanical Systems Inc.	010-4300	1,975.70	
5009027390	09/21/2017	SC FUELS	010-4360	176.92	2,152.62
5009027391	09/21/2017	SCHOOL NURSE SUPPLY, INC.	010-4300		861.32
5009027392	09/21/2017	SCHOOL SPECIALTY	251-4300		2,512.53
5009027393	09/21/2017	Successories.com, LLC	010-4300	3,260.87	
			Unpaid Tax	255.32-	3,005.55

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Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027394	09/21/2017	Tech-Wall	010-6202		7,290.00
5009027395	09/21/2017	Tri County Power Washing	010-5610		5,000.00
5009027396	09/21/2017	VCSBA Stephen Blum, Treasurer	010-5300		200.00
5009027397	09/21/2017	Venco Electric	211-6102		151,784.92
5009027398	09/25/2017	Maria M. Hernandez	010-4300		42.67
5009027399	09/25/2017	Cesar Rosales	010-4300		6.99
5009027400	09/25/2017	Annette M. Lorenzana	010-4300		36.82
5009027401	09/25/2017	Leann M. Guzik	010-4300		56.48
5009027402	09/25/2017	Scott R. Barlow	010-4300		101.96
5009027403	09/25/2017	Jeannette D. Smith	010-4300		42.88
5009027404	09/25/2017	BC Rincon Construction	010-5610		36,053.56
5009027405	09/25/2017	California School Inspections	010-5800		2,800.00
5009027406	09/25/2017	CDE/CASHIER'S OFFICE	130-9320		1,526.20
5009027407	09/25/2017	Driftwood Dairy	130-4710		2,701.93
5009027408	09/25/2017	Durham Transportation	010-5800		1,800.00
5009027409	09/25/2017	Fry's Electronics customer #70893	010-4300		1,324.13
5009027410	09/25/2017	Gray Step Software, Inc. Attn. User Conference	010-5200		430.00
5009027411	09/25/2017	OFFICE DEPOT	010-4300		15,787.95
5009027412	09/25/2017	CITY OF OXNARD OXNARD FIRE DEPARTMENT	010-5800		1,604.40
5009027413	09/25/2017	ROBERT BROOKE & ASSOCIATES	010-4300	781.57	
		Unpaid Tax		49.53-	732.04
5009027414	09/25/2017	SIGN-A-RAMA	211-5800		746.08
5009027415	09/25/2017	SYSCO VENTURA	130-4710		17,886.77
5009027416	09/25/2017	THE BERRY MAN, INC.	130-4710		7,499.75
5009027417	09/26/2017	Maria M. Hernandez	010-4300		48.87
5009027418	09/26/2017	Marcela J. Ortiz	010-4300		300.00
5009027419	09/26/2017	4imprint, Inc.	010-4300		267.10
5009027420	09/26/2017	Alimed Inc.	010-4300		457.95
5009027421	09/26/2017	ALL-PHASE ELECTRIC SUPPLY	010-4300		1,407.57
5009027422	09/26/2017	AMERICAN BUILDING COMFORT	010-5610		410.87
5009027423	09/26/2017	Apple Inc.	010-4300	10,747.70	
			010-4400	2,759.39	13,507.09
5009027424	09/26/2017	Barnes & Noble Inc.	010-4300		430.84
5009027425	09/26/2017	BARON INDUSTRIES	010-4300		518.62
5009027426	09/26/2017	BRAINPOP	010-4300		2,395.00
5009027427	09/26/2017	Buena Ventura Flooring	251-4300		8,570.00
5009027428	09/26/2017	Bus West	010-4300		1,853.26
5009027429	09/26/2017	C D W GOVERNMENT, INC.	010-4400		3,021.12
5009027430	09/26/2017	Elenco Electronics, Inc.	010-4300	2,825.12	
		Unpaid Tax		185.94-	2,639.18
5009027431	09/26/2017	KONICA MINOLTA PREMIER FINANCE	010-5612		848.16
5009027432	09/26/2017	OFFICE DEPOT	010-4300		4,476.32
5009027433	09/26/2017	ROBERT BROOKE & ASSOCIATES	010-4300	3,521.36	
		Unpaid Tax		232.56-	3,288.80

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Board Report

Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027434	09/26/2017	SC FUELS	010-4300	1,292.39	
			010-4360	117.34	
			130-4300	141.05	1,550.78
5009027435	09/26/2017	Tax Deferred Services Corporate Office Suite 209	010-9539		72,490.00
5009027436	09/28/2017	Gilbert Acosta	010-3710		2,151.51
5009027437	09/28/2017	Maria Acosta	010-3710		2,151.51
5009027438	09/28/2017	Marylou Almilli	010-3710		2,151.51
5009027439	09/28/2017	SALLY ALVARADO	010-3710		2,151.51
5009027440	09/28/2017	BARBARA ALVIDREZ	010-3710		2,151.51
5009027441	09/28/2017	Maria Angeles	010-3710		2,151.51
5009027442	09/28/2017	Wayne Antrobus	010-3710		2,151.51
5009027443	09/28/2017	Sharon Bellman	010-3710		2,151.51
5009027444	09/28/2017	SHIRLEY BROWN	010-3710		2,151.51
5009027445	09/28/2017	Julie Burchmore	010-3710		2,151.51
5009027446	09/28/2017	Carmen Carillo	010-3710		2,151.51
5009027447	09/28/2017	Jonathan Castillo	010-3710		2,151.51
5009027448	09/28/2017	GAYLE COLEMAN	010-3710		2,151.51
5009027449	09/28/2017	John Cort	010-3710		2,151.51
5009027450	09/28/2017	Aria B Crane	010-3710		2,151.51
5009027451	09/28/2017	Kathleen Crowe	010-3710		2,151.51
5009027452	09/28/2017	David Davidson	010-3710		2,151.51
5009027453	09/28/2017	LaVerne Edgar	010-3710		2,151.51
5009027454	09/28/2017	Catherine Espinoza	010-3710		2,151.51
5009027455	09/28/2017	Carolee Felch	010-3710		2,151.51
5009027456	09/28/2017	Jeanne Foster	010-3710		2,151.51
5009027457	09/28/2017	KATHLEEN FRANKLIN	010-3710		2,151.51
5009027458	09/28/2017	Susanne Frank	010-3710		2,151.51
5009027459	09/28/2017	Ruth Fraser	010-3710		2,151.51
5009027460	09/28/2017	JARREL FULLER	010-3710		2,151.51
5009027461	09/28/2017	Claudene Garmon	010-3710		2,151.51
5009027462	09/28/2017	Sharon Gibson	010-3710		2,151.51
5009027463	09/28/2017	Geoff Godfrey	010-3710		2,151.51
5009027464	09/28/2017	Maria L. Godinez	010-3710		2,151.51
5009027465	09/28/2017	Helene Gollub	010-3710		2,151.51
5009027466	09/28/2017	CAROLYN GRACE	010-3710		2,151.51
5009027467	09/28/2017	Susan Hamada	010-3710		2,151.51
5009027468	09/28/2017	Milton R. Harlon	010-3710		2,151.51
5009027469	09/28/2017	Jean Keller	010-3710		2,151.51
5009027470	09/28/2017	Harold Kennedy	010-3710		2,151.51
5009027471	09/28/2017	Jo Ann Kennedy	010-3710		2,151.51
5009027472	09/28/2017	Georgia Kerns	010-3710		2,151.51
5009027473	09/28/2017	LAURA KRALL	010-3710		2,151.51
5009027474	09/28/2017	Meredith Kruger	010-3710		2,151.51
5009027475	09/28/2017	RENEE LANE	010-3710		2,151.51
5009027476	09/28/2017	Christina Leonard	010-3710		2,151.51

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ESCAPE

Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027477	09/28/2017	CONNIE LOMELI	010-3710		2,151.51
5009027478	09/28/2017	BEN LUCE	010-3710		2,151.51
5009027479	09/28/2017	Marcia Marino	010-3710		2,151.51
5009027480	09/28/2017	Joan Mayeda	010-3710		2,151.51
5009027481	09/28/2017	Shirley McCafferty	010-3710		2,151.51
5009027482	09/28/2017	Virginia Nedelev	010-3710		2,151.51
5009027483	09/28/2017	Phil Otero	010-3710		2,151.51
5009027484	09/28/2017	RUDY PALAZUELOS	010-3710		2,151.51
5009027485	09/28/2017	YVONNE RAILEY	010-3710		2,151.51
5009027486	09/28/2017	Jose Rodriguez	010-3710		2,151.51
5009027487	09/28/2017	SALLIE SANCHEZ	010-3710		2,151.51
5009027488	09/28/2017	Darlene Serros	010-3710		2,151.51
5009027489	09/28/2017	Linda Shaffer	010-3710		2,151.51
5009027490	09/28/2017	Andrea Shaub	010-3710		2,151.51
5009027491	09/28/2017	John Sherk	010-3710		2,875.41
5009027492	09/28/2017	LYNN SILVIERA	010-3710		2,151.51
5009027493	09/28/2017	CAROL SPRACKLEN	010-3710		2,151.51
5009027494	09/28/2017	BEVERLY STARK	010-3710		2,151.51
5009027495	09/28/2017	ROY SWICKARD	010-3710		2,151.51
5009027496	09/28/2017	Virginia Swickard	010-3710		2,151.51
5009027497	09/28/2017	Eleanor Syrett	010-3710		2,151.51
5009027498	09/28/2017	Gwen Thomas	010-3710		2,151.51
5009027499	09/28/2017	HELEN TORRES	010-3710		2,151.51
5009027500	09/28/2017	Christina Valdivia	010-3710		2,151.51
5009027501	09/28/2017	Lenora Welnerth	010-3710		2,151.51
5009027502	09/28/2017	Darylene Williams	010-3710		2,151.51
5009027503	09/28/2017	Sharlene Wilson	010-3710		2,151.51
5009027504	09/28/2017	Mike Wittlin	010-3710		2,151.51
5009027505	09/28/2017	Stephen R. Colvin	010-4300		256.27
5009027506	09/28/2017	Clara M. Mendez Montanez	010-5200		36.38
5009027507	09/28/2017	Cesar Rosales	010-4300		6.99
5009027508	09/28/2017	Henry L. Carreon	010-5200		218.70
5009027509	09/28/2017	Jennifer O'Toole	010-4300		300.00
5009027510	09/28/2017	American Integrated Resources	211-6102		1,002,250.00
5009027511	09/28/2017	Amy M Davis	010-5800		150.00
5009027512	09/28/2017	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		366.25
5009027513	09/28/2017	BARON INDUSTRIES	010-4300		450.20
5009027514	09/28/2017	BRAINPOP	010-4300		3,090.00
5009027515	09/28/2017	Bus West	010-4300		14.18
5009027516	09/28/2017	CANON BUSINESS SOLUTIONS, INC.	010-5612		547.94
5009027517	09/28/2017	CCP Industries	010-4300		840.80
5009027518	09/28/2017	COGGS TIRE SERVICE	010-5610		23.36
5009027519	09/28/2017	Crestline	010-4300	1,371.72	
			Unpaid Tax	95.07-	1,276.65
5009027520	09/28/2017	Ralph D'Oliveira	010-5800		2,800.00

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

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Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027521	09/28/2017	Department Of Toxic	010-5800		265.00
5009027522	09/28/2017	Discount School Supply	010-4300		107.95
5009027523	09/28/2017	Dual Language Education of New Mexico	010-4300	104.31	
5009027524	09/28/2017	DURBIANO FIRE EQUIPMENT, INC.	Unpaid Tax	6.66-	97.65
5009027525	09/28/2017	Famcon Pipe & Supply	010-5620		1,159.78
5009027526	09/28/2017	Fence Factory	010-4300		15.02
5009027527	09/28/2017	FERGUSON FACILITIES SUPPLY	010-5630		523.98
5009027528	09/28/2017	FGL Environmental	010-4300		672.29
5009027529	09/28/2017	FOLLETT SCHOOL SOLUTIONS, INC.	010-5800		84.00
			010-4140	7,863.16	
			010-4200	3,228.08	
5009027530	09/28/2017	FOUNDATION BUILDING MATERIALS	010-4300	6,088.57	17,179.81
5009027531	09/28/2017	Fry's Electronics customer #70893	010-4300		169.87
5009027532	09/28/2017	Fun and Function	010-4300		956.37
			010-4300	239.80	
5009027533	09/28/2017	GOPHER SPORTS	Unpaid Tax	17.25-	222.55
5009027534	09/28/2017	Graphaids Art Supplies	010-4300		11,351.09
5009027535	09/28/2017	Hayes Graphics	010-4300		774.84
5009027536	09/28/2017	Holly Wright	010-5800		78.19
5009027537	09/28/2017	Blaine Kufin	010-5800		100.00
5009027538	09/28/2017	Liebert Cassidy Whitmore	010-5800	183.00	1,009.89
			010-5802	81.00	264.00
5009027539	09/28/2017	MAXIM STAFFING SOLUTIONS	010-5800		240.00
5009027540	09/28/2017	Roger A Morgenthaler	010-4300	848.00	
			010-4400	2,600.00	3,448.00
5009027541	09/28/2017	Murals by Lisa Kelly	010-5800		2,000.00
5009027542	09/28/2017	Nina G Danza	010-5800		20.00
5009027543	09/28/2017	OFFICE DEPOT	010-4300	2,460.43	
			130-4300	1,563.92	4,024.35
5009027544	09/28/2017	Reed Mechanical Systems Inc.	010-5610		230.00
5009027545	09/28/2017	Shelley M Littleton	010-5800		100.00
5009027546	09/28/2017	Sunbelt Rentals	010-5830		317.06
5009027547	10/02/2017	Olga Alvarado	010-5200		178.83
5009027548	10/02/2017	Pamela Waltmann	010-5200		35.90
5009027549	10/02/2017	Robert J. Guynn Jr.	010-4300		127.00
5009027550	10/02/2017	Jeannette D. Smith	010-4300		12.86
5009027551	10/02/2017	AT&T	010-5900		46.51
5009027552	10/02/2017	AT&T	010-5900		280.08
5009027553	10/02/2017	Broadview Networks	010-5900		7,218.09
5009027554	10/02/2017	California Commission on Teacher Credentialing	010-5800		100.00
5009027555	10/02/2017	SASS/MESTMAKER INSURANCE	010-5460		160.00
5009027556	10/02/2017	David Taussig & Assoc. Inc	010-5800		1,135.88
5009027557	10/02/2017	E J Harrison & Sons	010-5560		5,975.99

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Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027558	10/02/2017	EBS HEALTHCARE	010-5100	7,442.87	
			010-5800	1,197.33	8,640.00
5009027559	10/02/2017	Eckharts Traller Hitch & Welding, Inc.	010-4300		975.66
5009027560	10/02/2017	FEDEX	010-5900		132.93
5009027561	10/02/2017	Fence Factory	010-5610	2,537.00	
			211-6102	2,382.00	4,919.00
5009027562	10/02/2017	FGL Environmental	010-5800		84.00
5009027563	10/02/2017	THE GAS COMPANY	010-5530		693.88
5009027564	10/02/2017	John Gosnell DBA Gforce Printing	010-4300		2,185.17
5009027565	10/02/2017	GIBBS INTERNATIONAL	010-4300	4,489.70	
			010-5610	7,182.00	11,671.70
5009027566	10/02/2017	Golden State Alarms, Inc.	010-5800		390.00
5009027567	10/02/2017	GOLDEN STATE SYSTEMS	010-4300		869.54
5009027568	10/02/2017	GOPHER SPORTS	010-4300		3,927.43
5009027569	10/02/2017	Gralnger	010-4300	591.57	
			010-4325	276.50	
			010-4360	90.28	
			010-4400	955.26	
			130-4300	56.29	1,969.90
5009027570	10/02/2017	Green Thumb Nursery	010-4360		925.77
5009027571	10/02/2017	HARRIS WATER CONDITIONING	010-5540		48.75
5009027572	10/02/2017	KENCO CONSTRUCTION SERVICES	211-5800		14,260.00
5009027573	10/02/2017	Douglas L. Morris	211-5800		13,050.00
5009027574	10/02/2017	Mybinding	010-5800		825.00
5009027575	10/02/2017	Nee Quaison Sackey	010-5800		1,912.79
5009027576	10/02/2017	OFFICE DEPOT	010-4300		2,580.37
5009027577	10/02/2017	P & R Paper Supply Co., Inc.	130-9320		4,322.98
5009027578	10/02/2017	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5610		1,505.64
5009027579	10/02/2017	PARADIGM HEALTHCARE SERVICES	010-5800		2,829.86
5009027580	10/02/2017	Tri County Bread Service	130-4710		5,130.20
5009027581	10/02/2017	Hekar Rivera	010-5800		2,800.00
5009027582	10/02/2017	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-4300	5,527.69	
			010-5800	6,978.42	12,506.11
5009027583	10/02/2017	VENTURA REFRIGERATION SALES & SERVICE	130-5600		269.39
5009027584	10/02/2017	Dr. Elizabeth Yeager	010-5800		2,175.00
5009027585	10/03/2017	Elise Hirsty	010-5200		124.01
5009027586	10/03/2017	Wendy Doling	010-4300		120.42
5009027587	10/03/2017	AE Group Mechanical Engineers	211-6250		1,680.00
5009027588	10/03/2017	AMAZON.COM CORPORATE CREDIT	010-4200	22.56	
			010-4300	9,268.99	
			251-4300	1,858.85	11,150.40
5009027589	10/03/2017	APPLIED BACKFLOW TECHNOLOGIES	010-5540		504.50
5009027590	10/03/2017	AT&T	010-5900		131.48

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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Board Report

Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009027591	10/03/2017	BrightBytes, Inc.	010-5800		7,863.27
5009027592	10/03/2017	THE GAS COMPANY	010-5530		318.39
5009027593	10/03/2017	HOME DEPOT CREDIT SERVICES	010-4300	701.33	
			010-4360	180.83	882.16
5009027594	10/03/2017	RIO PLAZA WATER COMPANY #518	010-5540		4,123.34
5009027595	10/03/2017	TAFT ELECTRIC	211-8202		333.00
5009027596	10/03/2017	The Willis corporation DBA Ventura County Overhead Door	010-5610		2,955.00
5009027597	10/05/2017	Josefina Carrillo	010-5200		26.32
5009027598	10/05/2017	Augustine Garcia	010-5200		25.00
5009027599	10/05/2017	Rosaizela M. Gutierrez	130-4300		22.92
5009027600	10/05/2017	Jacob R. Waltrip	010-4300	572.17	
			010-5200	844.45	1,416.62
5009027601	10/05/2017	Michelle Duckett	010-5200		185.34
5009027602	10/05/2017	Jessica Serrano	010-5200		25.00
5009027603	10/05/2017	Jacquelyn Fonseca	010-5200		71.32
5009027604	10/05/2017	Dana Mainzer	010-4300		321.46
5009027605	10/05/2017	APPLIED BACKFLOW TECHNOLOGIES	010-5540		512.50
5009027606	10/05/2017	Aswell Trophy	010-4300		2,259.63
5009027607	10/05/2017	Bertrand Music	010-5613		721.76
5009027608	10/05/2017	Building Block Entertainment aka Shows that Teach	010-5800		795.00
5009027609	10/05/2017	Bus West	010-4300		634.49
5009027610	10/05/2017	Copy Court	010-4300		25.88
5009027611	10/05/2017	Global Equity Communications	010-5800		2,242.50
5009027612	10/05/2017	Carlo Andre Godoy dba Godoy Studios	010-5800		15,825.00
5009027613	10/05/2017	Golden State Alarms, Inc.	010-5800		585.00
5009027614	10/05/2017	Guitar Planet.us	010-5613		210.00
5009027615	10/05/2017	William Venegas Hip Hop Mindset	010-5800		3,150.00
5009027616	10/05/2017	KONICA MINOLTA PREMIER FINANCE	010-5612		789.08
5009027617	10/05/2017	Marcus Lopez	010-5800		150.00
5009027618	10/05/2017	Money Hoskoetter	010-5800		9.24
5009027619	10/05/2017	OFFICE DEPOT	010-4300		13,980.53
5009027620	10/05/2017	SC FUELS	010-4300	2,349.56	
			010-4360	213.28	
			130-4300	45.11	2,607.93
5009027621	10/05/2017	School Services Of California	010-5800		3,120.00
5009027622	10/05/2017	Sunbelt Rentals	010-5630		1,273.97
5009027623	10/05/2017	Steve Sunnarborg	010-5800		3,981.61
5009027624	10/05/2017	U.S. Bank Corporate Payment Systems	010-4300	3,806.76	
			010-5200	419.61	
			010-5800	3,700.45	7,926.82
Total Number of Checks			338		2,892,713.31

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

ESCAPE ONLINE

Checks Dated 09/08/2017 through 10/06/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
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Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	309	1,352,373.41
130	Cafeteria Fund	19	53,290.88
211	Building Fund	16	1,471,694.66
251	CAPITAL FACILITIES - RESIDENTI	4	16,249.44
Total Number of Checks		338	2,893,608.39
Less Unpaid Tax Liability			895.08-
Net (Check Amount)			<u>2,892,713.31</u>

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

ESCAPE ONLINE

10.6



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends board approval of williams quarterly complaint report during the months of July throught September, 2017.

Public Content

Speaker: Oscar Hernandez

Rationale:

Education Code Section 35186 (d) requires a school district to report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

1 - UCP Quartely Report for October 2017.pdf (24 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.

Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2017-18

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: October 2017 (7/1/17 to 9/30/17)
 (check one) January 2018 (10/1/17 to 12/31/17)
 April 2018 (1/1/18 to 3/31/18)
 July 2018 (4/1/18 to 6/30/18)

Date for information to be reported publicly at governing board meeting: October 18, 2017

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
Totals	0	0	0

 Name of District Superintendent

 Signature of District Superintendent

10.7



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of Revised Contract with Nee Sachey to provide Music Instruction to Elementary Sites
Access	Public
Type	Action (Consent)
Dollar Amount	40,000.00
Budget Source	LCFF
Recommended Action	Staff recommends the revised contract with Nee Sachey to provide music instruction to elementary sites.

Public Content

Speaker: Superintendent Puglisi

Rationale:

Mr. Sackey provides music instruction at the elementary sites.

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.

10.8



Agenda Item Details

Meeting	Oct 18, 2017 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Proposal of Kiwitts General Building for replacement of glass and wall panels at Rio Del Valle Library
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,800.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	Staff recommends approving the proposal from Kiwitts General Building.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:

Kristen Pifko, Assistant Superintendent of Business Services

Rationale:

The library at Rio Del Valle has a wall that has dry rot on the east side wall. Kiwit's General Building has provided RSD a proposal to remove the existing glass on the east side window and replace it with a wall. They will replace the 8x8 wood panels on the south wall and paint the walls to match the existing interior. Their proposal is \$14,800.00. RSD also received a proposal from Omega Construction for the same job. The proposal from Omega came in at \$28,500.00.

[Kiwit's Proposal - Omega Proposal.pdf \(581 KB\)](#)

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

KIWITT'S GENERAL BUILDING

P.O. Box 135
Oxnard, CA 93036

PROPOSAL

PHONE (805) 488-4882 FAX (805) 531-0035

***** LIC # 431960

Rio School District
2500 E. Vineyard Avenue, Suite 100
Oxnard CA 93036

805/983-1329

9/26/2017

Rio Del Valle (library)

- Remove existing 9' glass on east side and install new 9' x 8' wall with existing upper glass.
- Fill in outside crawl space with base plus 4" concrete
- Remove and replace approximately 8' x 8' panels on south wall, paint to match existing.
- Remove and replace approximately 16 lin feet of 2 x 10 facial board, paint to match existing.

We Propose

Fourteen Thousand Eight Hundred and 00/100 Dollars

14,800.00

Prior to start must have purchase order in place. Upon Completion.

GENERAL BUILDING AND PAINTING CONTRACTORS
P.O. BOX 7038 NORTHRIDGE CA 91327
CSLB B C33 464910
ph. (818) 364-9421 fax (818) 364-9422

Date : August 3, 2017

Proposal # 17-8001

Charles Fichtner / Facilities
Rio Unified School District
2500 E. Vineyard Ave. #100
Oxnard, CA 93036
P: (805) 983-1329 xt.101 E: Cfichtner@rioschools.org

Project Location: Rio Del Valle Junior High, 3100 N. Rose Ave., Oxnard, CA 93036

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, perform and complete in a good workmanlike manner the following:

I. Library

- Demolish & haul away wall and salvage window for re-use.
- Provide new concrete footing and new exterior slab to match existing concrete walk.
- New 2x4 framing for new wall enclosure and install salvaged window.
- Provide & install plywood siding, waterproof paper and light coat stucco sand finish to match existing.
- Replace some 2x fascia boards on east wall showing rot damage.
- Provide & install new drywall, tape mud, sand.
- Provide (1) coat primer and (2) coat paint for interior and exterior to match existing.
- Install rubber cove base to match existing.

II. Exclusions

- Permit fees, Lead / Asbestos test and abatement

**All the above work to be completed for the sum of Twenty-Eight Thousand Five Hundred Dollars.
{ \$28,500.00 }**

The above Proposal is based on the following Terms and Conditions:

1. Special Engineering drawings of any kind are not included in this Proposal for the purpose of obtaining Building Permits or any reason. If Building and Safety requires drawings, a separate Proposal will be presented to the City for Acceptance unless stated different above.
2. If unforeseen conditions are discovered during the course of construction, these conditions will be presented to the Owner and any additional work required will be extra. A proposal will be provided by Omega Construction Detailing extra work to be approved by the Owner. No extra work will be performed without written approval of Owner.
3. All work will be performed during business hours, Mon. - Fri. 7am-4pm.

Respectfully Submitted,

Acceptance:

Parasko Saroukos,

By:

Vice President, Omega Construction Co Inc.

Date: