



**SCHOOL**  
**DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR BOARD MEETING**

**October 17, 2018**

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

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

**Board of Education  
Felix Eisenhower, DMA, President  
Eleanor Torres, Clerk  
Joe Esquivel  
Edith Martinez-Cortes  
Rosa Balderrama**



2.0





**Wednesday, October 17, 2018**  
**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 Moment of Silence

1.4 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 Conference with Legal Counsel-Existing Litigation-Subdivision (a) of Government Code Section 54956.9 Name of Case: OAH Case No. 2018060375 and 2018070234

4.2 Conference with Legal Counsel - anticipated litigation, significant exposure to litigation, pursuant to Government Code § 54956.9(d)(2). Number of potential cases: 1.

4.3 Conference with Legal Counsel - initiation of litigation, pursuant to Government Code § 54956.9(d)(4). Number of potential cases: 1.

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

4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019

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

---

5.1 Report of Closed Session

**6. Presentations/Recognitions**

---

6.1 Rio Vista ASB Student Presentation

**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 Educational Services Report****8.2 First Reading of CSBA Board Policies**

---

**9. Discussion/Action****9.1 Approval of Agreement for Purchase and Sale and Escrow instructions for the Acquisition of 1800 Solar Drive Oxnard CA with Oxnard Union High School District****9.2 Approval of Second Modification Agreement to Promissory Note with 2714 E. Vineyard Avenue, LLC****9.3 Parking Lot Lease Agreement with Southern California Conference of Seventh-Day Adventists****9.4 Approval to Purchase Winsor Learning Sunday System 1 and 2 to Include Professional Development****9.5 Approval of the Variable Term Waiver****9.6 Approval to attend AVID Summer Institute 2019****9.7 Approval of eSpark Learning - Frontier Pilot Proposal****9.8 Approval of the Rio School District Aims FY 2018/2019**

---

**10. Consent****10.1 Approval of the Consent Agenda****10.2 Approval of the Minutes of the Regular Meeting September 19, 2018****10.3 Approval of Donation Report****10.4 October 2018 Personnel Report****10.5 Ratification of the Commercial Warrant****10.6 18/19 Rio Rosales Bell Schedule****10.7 RSD and University of LaVerne Partnership Award Agreement****10.8 MOU for Educator Support and Effectiveness Programs****10.9 Approval of Williams Quarterly Report for October 2018**

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

- 10.10 Approval to Renew Contract for Brighbytes Technology & Learning and Parent Data modules
- 10.11 Approval to Renew AVID Excel Contract for the 2018-2019 School Year
- 10.12 Ratification of Proposal for AE Group Mechanical Engineers, Inc. for services at Rio Rosales
- 10.13 Ratification of Proposal for AE Group Mechanical Engineers, Inc. for services at Rio Del Norte
- 10.14 Approval of Proposal from Pure Play Design Build, Inc. for replacement of playground equipment.
- 10.15 Approval of proposal from Kiwitt's General Building Contractor for Hopper Windows at Rio Del Valle.
- 10.16 Approval of Proposal to extend DSA Inspection Services with Kenco Construction
- 10.17 Approval of Change Order with Taft Electric
- 10.18 Approval of Change Order with RAN for revisions to the bid set of plans.

**11. Organizational Business**

---

- 11.1 Future Items for Discussion
- 11.2 Future Meeting Dates: November 14, 2018

**12. Adjournment**

---

- 12.1 Adjournment





4.1





**Agenda Item Details**

**Meeting** Oct 17, 2018 - RSD Regular Board Meeting

**Category** 4. Closed Session

**Subject** 4.1 Conference with Legal Counsel-Existing Litigation-Subdivision (a) of Government Code Section 54956.9 Name of Case: OAH Case No. 2018060375 and 2018070234

**Access** Public

**Type**

**Public Content**

**Speaker:**

**Rationale:**

**Administrative Content**

**Executive Content**









**Agenda Item Details**

Meeting Oct 17, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Conference with Legal Counsel – anticipated litigation, significant exposure to litigation, pursuant to Government Code § 54956.9(d)(2). Number of potential cases: 1.

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





4.3





**Agenda Item Details**

Meeting Oct 17, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Conference with Legal Counsel – initiation of litigation, pursuant to Government Code § 54956.9(d)(4). Number of potential cases: 1.

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



4.4





**Agenda Item Details**

Meeting Oct 17, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Caleb Roope, Pacific West Communities, Inc., an Idaho corporation Under negotiation: price and terms of payment

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





4.5





**Agenda Item Details**

Meeting Oct 17, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.5 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8  
Property: 1800 Solar Drive, Oxnard CA Agency negotiators: Dr. John Puglisi, District  
Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties:  
Fred Ferro, NAI Capitol Under negotiation: price and terms of payment

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



4.6





**Agenda Item Details**

Meeting Oct 17, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.6 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





7.4





**Agenda Item Details**

Meeting Oct 17, 2018 - 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:

- Del Sol Update
- 2018/2019 Goals Update
- Enrollment/Attendance/Discipline Update

**Administrative Content**

**Executive Content**



8.1





**Agenda Item Details**

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 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:

- CAASPP Update

**Administrative Content**

**Executive Content**





8.2





**Agenda Item Details**

Meeting Oct 17, 2018 - RSD Regular Board Meeting  
Category 8. Information  
Subject 8.2 First Reading of CSBA Board Policies  
Access Public  
Type Information

**Public Content**

Speaker: Superintendent Puglisi

Rationale:

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

**Administrative Content**

**Executive Content**



9.1





### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of Agreement for Purchase and Sale and Escrow instructions for the Acquisition of 1800 Solar Drive Oxnard CA with Oxnard Union High School District
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	4,125,000.00
Budget Source	Surplus property funds
Recommended Action	Staff recommends approval of the Agreement for Purchase and Sale and Escrow instructions for the Acquisition of 1800 Solar Drive Oxnard CA with Oxnard Union High School District
Goals	<p><b>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</b></p> <p><b>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</b></p>

### Public Content

Speaker: Superintendent Puglisi

### Rationale:

On June 11, June 30, and August 29, 2013, the Rio School District ("District") Surplus Property Advisory Committee (the "Committee") evaluated whether to declare the District's administrative office, located at 2500 E. Vineyard Avenue, Oxnard, California 93036, to be surplus property. The Committee recommended that the District administrative office be declared surplus property, and that the District utilize proceeds from the disposition of the District administrative office and other surplus properties to remodel or construct another facility. On October 16, 2013, the District's Board of Trustees ("Board") adopted Resolution No. 1314/03, which approved the Committee's recommendations. Subsequently, in accordance with the surplus property laws, the District sold the District administrative office to a third party for \$7,000,000.00. That transaction was subject to a deed of trust that was satisfied in November 2017. Concurrently with the closing of the District administrative office transaction, the District executed a five-year leaseback agreement for the space at a rate of \$18,964.26 per month for the period of July 1, 2017 to July 1, 2018, with annual increases of the monthly rate to \$19,533.19, \$20,119.18, \$20,722.76 and \$21,344.44 respectively. The District also executed a leaseback agreement for the former El Rio School site, where the District currently stores buses.

The District has now identified the real property located at 1800 Solar Drive as a potential replacement site for the District administrative office. The site has an approximately 115,612 square foot office building located on BRP zoned land and related parking. The District would jointly acquire the site with Oxnard Union High School

District ("OUHSD"). The District would occupy the third floor of the building, OUHSD would occupy the first and second floors, and the districts would share certain common areas. The District may also be able to store buses and/or other vehicles and equipment at the site. The attached resolution grants approval of a purchase and sale agreement for the joint acquisition of the Solar property.

As set forth in the attached agreement, the purchase price for the entire site is \$13,750,000.00, with 70% of the cost paid by OUHSD (\$9,625,000.00) and 30% of the cost (\$4,125,000.00) paid by the District. Additional costs include any site improvements. In accordance with the Committee's recommendations, the District's portion of the costs would be paid by surplus property funds, including funds from the disposition of the former El Rio School site.

The purchase agreement provides for a due diligence period, during which the District and OUHSD can investigate any and all aspects of the property. If the transaction is consummated, the District will be able to terminate its lease at 2500 E. Vineyard and may be able to terminate its lease at the former El Rio School site. This transaction presents a unique opportunity for the District and OUHSD to collaborate on the site acquisition and other matters, such as programming.

[2018.10.17 - Approval Solar Drive purchase - Resolution.docx \(32 KB\)](#)

[Agmt\\_\\_ OUHSD\\_ Solar Building\\_ Purchase and Sale Agreement - clean as of 2018.10.11.pdf \(158 KB\)](#)

## **Administrative Content**

## **Executive Content**



**RIO SCHOOL DISTRICT  
RESOLUTION NO. 1819/06**

**APPROVAL OF PURCHASE AND SALE AGREEMENT AND ESCROW  
INSTRUCTIONS FOR THE ACQUISITION OF 1800 SOLAR DRIVE OXNARD CA  
IN CONJUNCTION WITH OXNARD UNION HIGH SCHOOL DISTRICT**

---

*WHEREAS*, Rio School District ("District") desires to acquire that certain parcel of real property located at 1800 Solar Drive, Oxnard CA 93030 with Ventura County APN 213-0-070-045 (the "Property"); and

*WHEREAS*, the Property, which includes an approximately 115,612 square foot office building located on BRP zoned land and related parking, is owned by Thatch, Inc., a California corporation ("Seller"); and

*WHEREAS*, District and Oxnard Union High School District ("OUHSD") would like to jointly purchase the Property for their respective administrative offices and ancillary uses; and

*WHEREAS*, District, OUHSD and Seller have agreed upon the terms and conditions of a purchase and sale agreement and escrow instructions for the disposition of the Property (the "Agreement"), which agreement is attached hereto as Exhibit "A" and incorporated herein by reference, with all final terms and conditions to be approved by the District's Board of Trustees ("District's Board") pursuant to this resolution and separately by OUHSD's Board of Trustees ("OUHSD's Board") pursuant to action of that public entity's governing body; and

*WHEREAS*, the purchase price for the Property is \$13,750,000.00, which is lower than the appraised value of \$14,400,000.00; and

*WHEREAS*, it is anticipated that if the transaction contemplated under the Agreement is consummated, the District will contribute thirty percent (30%) of the purchase price for the Property and that OUHSD will contribute seventy percent (70%) of the purchase price for the Property, as set forth in the Agreement; and

*WHEREAS*, it is also anticipated that if the transaction contemplated under the Agreement is consummated, further terms and conditions of the joint ownership of the Property will be set forth in a separate agreement between the District and OUHSD, which will be brought back to the District's Board for review and approval; and

*WHEREAS*, the District's administration has determined that it is desirable and in the best interest of the District to acquire the Property in collaboration with OUHSD; and

**WHEREAS**, it has been determined that the terms and conditions of the Agreement are consistent with applicable laws regarding the acquisition of real property by a school district and applicable Board policies;

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The recitals set forth above are true and correct.
2. The Board hereby authorizes the Superintendent, or his designee(s), to execute the Agreement in its current form. The Superintendent, or his designee(s), shall also be authorized to negotiate any necessary changes to the Agreement; provided, however, that if any minor changes are made to the Agreement, then the Agreement shall be brought back to the Board for ratification, and if any substantive changes are made to the Agreement, then the Agreement shall be brought back to the Board for review and approval.
3. If the Agreement is executed in its current form or with only minor changes, then the Board hereby further authorizes the Superintendent, or his designee(s), to take all other reasonable steps necessary and advisable to effectuate the purpose of this Resolution, including, but not limited to, directing staff and/or consultants to open escrow, pay deposits, undertake due diligence on the Property, and close the transaction in accordance with the Agreement and the best interests of the District, with subsequent documentation brought back to the Board for review and approval as advisable and necessary.

**PASSED AND ADOPTED** by the Rio School District Board of Trustees at a regular meeting held on the 17th day of October, 2018 by the following vote on roll call:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Felix Eisenhauer, DMA, President of the Board of Trustees

---

Eleanor Torres, Clerk of the Board of Trustees

**EXHIBIT "A"**

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS  
FOR  
1800 SOLAR DRIVE, OXNARD CA**



## AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Reference Date"), by and between THATCH, INC., a California corporation ("Seller"), and OXNARD UNION HIGH SCHOOL DISTRICT and RIO SCHOOL DISTRICT, both of which are political subdivisions of the State of California (collectively, "Buyer"), with reference to the following facts:

A. Seller is the owner of that certain real property, commonly known as 1800 Solar Drive, City of Oxnard, County of Ventura, California, and further identified as Lot 4 of Tract No. 4159 (APN: 213-0-070-045), improved with an approximately 115,612 square foot office building, with the legal description and depiction set forth in the Deed (as defined in Section 1(b)), together with all parking areas, improvements, driveways and landscaped areas located thereon.

B. Seller desires to sell the Property (as defined in Section 1(c)) to Buyer, and Buyer, subject to its compliance with the California Environmental Quality Act ("CEQA") as set forth herein, desires to purchase the Property from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. *Definitions.*

(a) "*Buyer.*" As defined herein, Buyer shall refer to the Oxnard Union High School District ("*OUHSD*") and Rio School District ("*RSD*"). To the extent any action is permitted by or required of Buyer herein, such action shall be permitted by or required of *both* OUHSD and RSD, except with respect to any obligations to deposit funds with Escrow Holder, in which case only one joint obligation shall exist to deposit the funds so required.

(b) "*Real Property.*" That certain land (the "*Real Property*") described and depicted in the Grant Deed, in the form attached as Exhibit A (the "*Deed*"), and all rights, privileges and easements owned by Seller and appurtenant thereto, free and clear of all liens and encumbrances other than the Permitted Exceptions to Title (as defined in Section 5(a)).

(c) "*Improvements.*" All improvements and fixtures located on the Real Property (all of which are collectively referred to as the "*Improvements*"), free and clear of all liens and encumbrances other than the Permitted Exceptions to Title.

(d) "*Property.*" All of the items described in Sections 1(b) and (c) are hereinafter collectively referred to as the "*Property*."

(e) "**Brown Act.**" Refers to the Ralph M. Brown Act as set forth in Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the California Government Code.

(f) "**CEQA.**" Refers to the California Environmental Quality Act as set forth in Division 13 (commencing with Section 21000) of the California Public Resources Code and Chapter 3 (commencing with Section 15000) of Division 6 of Title 14 of the California Code of Regulations.

(g) "**CPRA.**" Refers to the California Public Records Act as set forth in Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the California Government Code.

## 2. **Purchase and Sale.**

(a) **Purchase and Sale.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, upon all of the terms, covenants and conditions set forth in this Agreement.

(b) **Purchase Price.** Buyer shall pay, as the "**Purchase Price**" for the Property, the sum of Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000.00). The Purchase Price shall be paid to Seller at Closing as follows: Ten Million Seven Hundred Fifty Thousand Dollars (\$10,750,000.00) in immediately available funds (the "**Cash Payment**") and Three Million Dollars (\$3,000,000.00) in the form of that certain Promissory Note Secured by Deed of Trust, the form of which is attached as Exhibit B (the "**Promissory Note**"). Buyer's payment obligation under the Promissory Note shall be secured by the Real Property as evidenced by a first Deed of Trust with Assignment of Rents as Additional Security, the form of which is attached as Exhibit C (the "**Deed of Trust**"), recorded in the Official Records of Ventura County at Closing.

(c) **Payment of Purchase Price.** As between OUHSD and RSD, the Purchase Price shall be paid in the amount of 70 percent from OUHSD and 30 percent from RSD, unless otherwise amended as between Buyer with special instructions to Escrow Holder. The deposit obligations of Buyer, though joint and several obligations as to both agencies, shall be paid to Escrow in the same proportion as their respective shares of the Purchase Price.

## 3. **Deposit; Liquidated Damages.**

(a) **Deposit.** Upon the mutual execution of this Agreement, as an earnest money deposit on account of the Purchase Price, Buyer shall deposit, via cashiers' check, wire transfer or other immediately available funds, with Escrow Holder (as defined in Section 6(b)), the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Deposit**"). The Deposit shall be held by Escrow in an interest-bearing account on behalf of Buyer and any interest earned thereon shall be included as part of the Deposit. Buyer's obligation to make the Deposit, as required by this Section 3(a), shall be joint and several as between OUHSD and RSD.

(b) *Release of Deposit.* If Buyer has not previously terminated this Agreement pursuant to Section 4(c), upon the expiration of the Due Diligence Period (as defined in Section 4(b)) and Buyer's unconditional waiver of contingencies by Buyer notifying Seller and Escrow Holder of Buyer's approval of its due diligence investigations and inspections, as described in the form of approval letter attached as Exhibit D, the Deposit: (1) shall be immediately released by Escrow Holder to Seller; (b) shall be treated as liquidated damages in the event Buyer fails to close escrow as a result of a default or breach of contract by Buyer; and (3) shall be non-refundable, but shall be applied to the Purchase Price at Closing. In the event Buyer has objected to any exceptions to title as contemplated by Section 4(e) below, Buyer shall be deemed not to have unconditionally waived contingencies under this Section, and any Deposit held by Escrow shall continue to be so held until such time as Seller has complied with its responsive obligations under Section 4(e) and either removed any objectionable exceptions, or elected not to cause exceptions to be removed and Buyer elects not to terminate this Agreement.

(c) *Deposit as Liquidated Damages.* FROM AND AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD, IN THE EVENT THE SALE OF THE PROPERTY AS CONTEMPLATED HEREUNDER IS NOT CONSUMMATED AS A RESULT OF A DEFAULT BY BUYER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE DEPOSIT (INCLUDING ALL INTEREST EARNED FROM THE INVESTMENT THEREOF) SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES (THE "LIQUIDATED DAMAGES"). THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT THAT THE SALE IS NOT CONSUMMATED WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY SEPARATELY EXECUTING THIS SECTION 3(c), THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT THE CLOSING DOES NOT OCCUR AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER ARISING FROM SUCH FAILURE OF THE SALE TO CLOSE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THIS SECTION LIMIT THE DAMAGES RECOVERABLE BY SELLER AGAINST BUYER DUE TO BUYER'S OBLIGATION TO INDEMNIFY, DEFEND, PROTECT AND HOLD SELLER HARMLESS IN ACCORDANCE WITH THE PROVISIONS HEREIN. BY SEPARATELY INITIALING THIS SECTION, BOTH BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE ABOVE PROVISION DESCRIBING LIQUIDATED DAMAGES, AND THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS EXECUTED.

Initials of Seller: \_\_\_\_\_ / \_\_\_\_\_

Initials of Buyer: \_\_\_\_\_ / \_\_\_\_\_

**4. Buyer's Conditions Precedent to Closing.**

(a) **Right to Review Property.** Buyer's obligation to purchase the Property is conditioned upon Buyer's compliance with CEQA and review and approval, in Buyer's sole discretion, of all aspects of the Property. Specifically, but without limiting the generality of the foregoing, Buyer shall have the right to review and satisfy itself, in its sole discretion, that: (1) the soils, drainage, seismic, and environmental conditions on, under and about the Real Property are satisfactory to Buyer; (2) that condition of title to the Real Property is acceptable to Buyer; (3) that the physical condition of the Real Property is acceptable to Buyer, including, without limitation, its compliance with laws, codes regulations, and governmental approvals; and (4) all other matters germane to Buyer's decision, in its sole and absolute discretion, to proceed with the purchase and sale of the Property pursuant to this Agreement are satisfactory and acceptable to Buyer.

(b) **Efforts to Review Property.** Buyer shall conduct and complete its review of the Property and compliance with CEQA under Section 4(a) by 11:59 p.m. on the date ending sixty (60) days from the opening of Escrow (the "**Due Diligence Period**"). The parties shall reasonably cooperate in Buyer's review of the Property, communicating with each other on the progress of such review and making timely requests for cooperation where such cooperation would be useful in such review. Seller's cooperation with Buyer hereunder shall be without material cost or expense to Seller. Buyer may elect to extend the Due Diligence Period for one sixty (60) day period upon written notice to Seller of such election and deposit with Escrow Holder of an additional Twenty Thousand Dollars (\$20,000.00) ("**Extension Deposit**"), which Extension Deposit: (1) shall be immediately released by Escrow Holder to Seller; (2) shall be treated as liquidated damages in the event Buyer fails to close escrow as a result of a default or breach of contract by Buyer; and (3) shall be non-refundable, but shall be applied to the Purchase Price at Closing. Buyer's obligation, if so elected, to make the Extension Deposit shall be joint and several as between OUHSD and RSD.

(c) **Fulfillment and Waiver.** If Buyer determines within the Due Diligence Period not to purchase the Property for any reason in Buyer's sole and absolute discretion, then Buyer shall terminate this Agreement by written notice to Seller and Escrow Holder given within and prior to the expiration of the Due Diligence Period. Buyer's due diligence review of the Property is solely for the benefit of Buyer, and Buyer may waive such review at any time during the Due Diligence Period, but only by written notice by Buyer to Seller and Escrow Holder. If Buyer has not given written notice of its approval of the Property or termination of this Agreement within the Due Diligence Period, then Buyer shall be deemed to have disapproved of the Property. If Buyer terminates this Agreement as provided in this Section 4(c), the Deposit and all interest thereon, less One Hundred Dollars (\$100.00) as consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer, shall be returned to Buyer, the Escrow cancellation fees and charges shall be the sole responsibility of Buyer and the parties shall have no further rights, obligations or liability hereunder, except for the express indemnification and defense obligations contained herein.



(d) ***Right of Entry; Applications for Approvals; Indemnification.*** Not later than ten (10) calendar days after the opening of Escrow, Seller shall deliver to Buyer for Buyer's review copies of the following documents relating to the Property to the extent currently in the possession or under the control of Seller or Seller's affiliates or property manager, or their respective agents and employees or is in the possession of third parties and reasonably available to Seller (collectively, the "***Seller Information***"): (1) a current Preliminary Report with all appropriate backup documentation prepared by Title Company (as defined in ***Section 4(e)***); (2) ALTA survey(s) in Seller's possession; (3) copies of any reports by third-party consultants or governmental entities concerning environmental, soils, and/or civil matters; (4) Property operating statements in Seller's possession; (5) all Property and building plans; and (6) all correspondence, notices of violation or other documentation from any environmental agency with respect to the Property. Notwithstanding the foregoing, all plans and specifications in Seller's possession shall be made available to Buyer for inspection during the Due Diligence Period and copies shall be delivered to Buyer through Escrow. Seller does not warrant that any plans and specification provided to Buyer are current "as built" with the present existing building improvements.

Buyer, and its authorized representatives and agents, shall have the right at reasonable times, after reasonable (defined to be not less than forty-eight (48) hours) prior written notice to Seller, so that Seller can arrange access with the property manager, to enter the Property in order to perform such tests, inspections, sampling or surveys deemed necessary or appropriate by Buyer, in its sole discretion, in connection with Buyer's analysis of the Property. Seller, at Seller's option, may have Seller's representative observe Buyer's testing, inspections, sampling or surveys. As soon as reasonably practicable after performing any test, inspection or survey hereunder, Buyer shall restore the affected portion of the Property to a condition reasonably similar to that immediately prior to such test, inspection or survey. Buyer shall indemnify, defend, protect and hold Seller harmless from and against any and all claims, losses, damages, liabilities, injuries, costs or expenses (including reasonable attorneys' fees) arising out of or related to such entry, or performance of such tests, sampling, inspections or surveys, except that Buyer shall have no liability due to the discovery of any hazardous materials contamination or other property defect. At the end of the Due Diligence Period, if Buyer elects to terminate this Agreement, Buyer shall, if requested in writing by Seller, deliver to Seller copies of all reports of Buyer's consultants regarding the tests and inspections undertaken by Buyer under this Section (the "***Reports***"), but without warranty or representation of any kind, including, without limitation, regarding the consultants' conclusion or recommendations contained in the Reports. Seller recognizes that Buyer's compliance with such request, and release of such documents to Seller, may render such documents disclosable public records under Section 6254.5 of the CPRA.

(e) ***Approval of Title.*** In accordance with Section 4(d)(1) above, Buyer will receive a Preliminary Report issued by Chicago Title Company (the "***Title Company***"). Buyer shall have the Due Diligence Period to review and approve all exceptions to coverage set forth in such Preliminary Report. Buyer shall notify Seller what exceptions to title, if any, will not be accepted by Buyer. Buyer may approve such matters in its sole discretion. If Buyer timely

objects in writing to any exceptions to title, Seller shall have ten (10) days after receipt of Buyer's objections to notify Buyer: (1) that Seller will remove any objectionable exceptions from title and provide Buyer with evidence reasonably satisfactory to Buyer of such removal, or provide Buyer with evidence reasonably satisfactory to Buyer that said exceptions will be removed on or before the Closing; or, (2) that Seller elects not to cause such exception(s) to be removed; *provided, however*, that Seller agrees to remove any deeds of trust, mechanics' liens and tax liens (other than tax liens for real property taxes and assessments not yet due and payable) on or before Closing. Notwithstanding any other provisions of this Agreement, in the event Seller elects not to cause such exceptions timely objected to by Buyer to be removed, Buyer shall have twenty (20) days to terminate this Agreement without forfeiture of the Deposit.

If this Agreement is terminated pursuant to the foregoing provisions of this Section 4, then neither party shall have any further rights or obligations hereunder, except for any express indemnification and defense obligations contained herein.

(f) **Compliance by Seller.** Seller shall have complied with each and every condition of this Agreement to be kept or complied with by Seller.

(g) **Title Policy.** Buyer's obligation to purchase the Property is conditioned upon the Title Company being irrevocably and unconditionally committed (subject only to payment of its regularly scheduled premiums) to issue the Title Policy (as defined in Section 5(b)) to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions to Title.

(h) **Vesting.** Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller and Escrow Holder in writing the exact legal title vesting that Buyer requires for the Deed. After such designation, no changes to the Deed will be made by Seller. If Buyer decides to change the vesting after such designation, Buyer shall double-deed title concurrent with Closing, but after the original Grant Deed and Deed of Trust have been recorded.

## 5. **Title Matters.**

(a) **Manner of Conveyance.** Title to the Real Property shall be conveyed from Seller to Buyer by the Deed, subject to restrictions, easements and encumbrances approved by Buyer prior to the expiration of the Due Diligence Period (the "*Permitted Exceptions to Title*").

(b) **Buyer's Title Policy.** At the Close of Escrow, Escrow Holder shall cause the Title Company to issue to Buyer a CLTA Standard Coverage Owner's Policy of Title Insurance (the "*Title Policy*") which: (1) shall be written with liability in the amount of the Purchase Price; and (2) shall insure title to the Property, to be vested in Buyer, subject only to the Permitted Exceptions to Title.

(c) **ALTA Policy and Endorsements.** Buyer shall have the right to procure additional endorsements or an ALTA Extended Coverage Owner's Policy of Title Insurance

("ALTA Policy") as long as the issuance of the ALTA Policy does not delay or extend the Closing Date. Seller shall provide Buyer, without any representation or warranty, with copies of any and all surveys for the Property in Seller's possession. Buyer shall pay for any endorsements and the increased cost of such ALTA Policy, including the cost of a new or updated survey, and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage provided in the Title Policy.

(d) **Survey.** In connection with Buyer's review of the Property pursuant to Section 4(a), at any time within the Due Diligence Period, Buyer may, at Buyer's cost and expense, procure an ALTA survey of the Real Property, prepared by a licensed surveyor or civil engineer acceptable to Buyer, and in form and substance acceptable, and properly certified, to Buyer and Title Company. If the results of such survey show an encroachment, easement or other title defect not acceptable to Buyer in its sole discretion, Buyer shall notify Seller of such unacceptable condition within ten (10) days after Buyer's receipt of such survey. Seller shall have until the end of the Due Diligence Period to cure the unacceptable defect in title to Buyer's sole satisfaction. If Seller cannot make reasonably adequate arrangements to remove and/or relocate such matter, or obtain title insurance protection with respect thereto, on or before the end of the Due Diligence Period, then Buyer may either terminate this Agreement or consummate the purchase of the Property pursuant to this Agreement. If Buyer elects to consummate this transaction, all matters disclosed by the survey shall constitute Permitted Exceptions to Title.

(e) **Title Insurance Policies.**

(1) **Owner's Policy.** Evidence of delivery of title to the Real Property in accordance with this Section 5 shall be the irrevocable and unconditional commitment of Title Company to issue the Title Policy or ALTA Policy, upon payment of its regularly scheduled premium for that policy of title insurance selected by Buyer, with any endorsements specified by Buyer, in the amount of the Purchase Price (or such greater amount as Buyer may specify and Title Company may accept), showing title to the Real Property, vested of record in Buyer, subject to no exceptions, conditions, easements, reservations or encumbrances of any kind or character, other than the Permitted Exceptions to Title.

(2) **Lender's Policy.** Title Company shall be irrevocably and unconditionally committed to issuing, as of the Close of Escrow, an ALTA Lender's Policy of Title Insurance (the "**Lender's Policy**"), insuring the first priority and enforceability of the Deed of Trust. The cost of the Lender's Policy shall be the sole expense of Buyer.

6. **Escrow.**

(a) **Agreement to Constitute Escrow Instructions.** This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder for this purpose. The "**Effective Date**" of this Agreement shall be the date the last signatory to this

Agreement, whose execution is required to make it binding on the parties hereto, shall have executed this Agreement.

(b) **Escrow Holder.** This escrow shall be with Chicago Title Company, Attn: Lisa Rowlands, 500 E. Esplanade Drive, Suite 102, Oxnard, CA 93036 (the "**Escrow Holder**").

(c) **Opening of Escrow.** Escrow shall be opened by delivery of a fully-executed copy of this Agreement (which may be executed in counterparts) and the Deposit to the Escrow Holder. Escrow Holder shall deliver one (1) fully-executed copy to Seller and two (2) fully-executed copies to Buyer.

(d) **Close of Escrow; Closing Date.** Close of Escrow (the "**Closing**") shall occur no later than thirty (30) days following the expiration of the Due Diligence Period and Buyer's unconditional waiver of all contingencies, but no later than December 31, 2018, unless extended in writing by mutual agreement of Buyer and Seller. On such date the Grant Deed and Deed of Trust shall be recorded in the Official Records of Ventura County (the "**Closing Date**"), which recordings shall be considered the "**Close of Escrow.**"

(e) **Delivery by Buyer.** Prior to the Closing Date, Buyer shall deliver to Escrow Holder the Cash Payment, less the Deposit, as adjusted by an amount equal to Buyer's share of the closing costs and prorations, and shall deliver the following to Escrow Holder: (1) the duly executed Promissory Note; (2) the Deed of Trust duly executed and acknowledged, in recordable form, and ready for recordation on the Closing Date; (3) such documents or agreements relating to Buyer as Seller shall reasonably require in connection with this transaction; and (4) any other documents or instruments called for hereunder which have not been previously delivered.

(f) **Delivery by Seller.** Prior to the Closing Date, Seller shall deliver the following to Escrow Holder: (1) the Deed duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date; (2) a FIRPTA affidavit prepared by the Title Company and a California Form 593-C, each duly executed by Seller; and (3) any other documents or instruments called for hereunder which have not previously been delivered. Notwithstanding anything to the contrary elsewhere in this Agreement, Buyer, in its sole discretion, may waive Seller's obligation to deliver at the Closing any of the items described above in this Section 6(f), but such waiver shall only be effective if it is in writing, executed by Buyer, and delivered to Seller at or prior to the Closing.

(g) **Conditions to the Close of Escrow.** Escrow shall not close unless and until:

(1) Both parties have deposited with Escrow Holder all sums and documents required to be deposited hereunder; and

(2) Title Company is irrevocably and unconditionally committed to issuing the Title Policy insuring Buyer as fee owner of the Property subject only to the usual

printed title company exceptions in the Title Policy and the Permitted Exceptions to Title, in an amount equal to the Purchase Price, issued by Title Company and dated the date of the Close of Escrow. At the election of Buyer and made by written notice to Seller and Escrow Holder at least five (5) days prior to the Close of Escrow, at Buyer's incremental cost (over the CLTA owners policy), the policy shall be an ALTA Policy.

(3) Title Company is irrevocably and unconditionally committed to issuing the Lender's Policy insuring the first priority and enforceability of the Deed of Trust.

(4) The conditions set forth in Section 4 of this Agreement have been satisfied or waived by Buyer.

(h) **Recordation of Documents and Delivery of Funds.** Upon receipt of the funds and instruments described in this Section 6, and upon the satisfaction or waiver of the contingencies specified in this Section 6, Escrow Holder shall cause the Deed and Deed of Trust to be recorded in the office of the County Recorder of Ventura County, California.

(1) Upon the Close of Escrow, Escrow Holder shall deliver to Seller: (a) the Cash Payment, less the Deposit, as adjusted by an amount equal to Seller's share of the closing costs and prorations; (b) the original, executed Promissory Note and a conformed copy of the recorded Deed of Trust; and (c) any other documents described in this Section to be delivered to Seller.

(2) Upon the Close of Escrow, Escrow Holder shall deliver to Buyer: (a) a conformed copy of the recorded Deed and Deed of Trust; (b) a copy of the executed Promissory Note; and (c) any other documents described in this Section to be delivered to Buyer.

(i) **Prorations and Apportionments.**

(1) All expenses of the Property shall be prorated and apportioned as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property through and including the period preceding the Closing Date. Any expense amount which cannot be ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimates of such amount, and shall be the subject of a final proration sixty (60) days after Closing Date or as soon thereafter as the precise amounts can be ascertained, but in no event shall such final proration occur later than six (6) months after the Closing.

(2) All non-delinquent general and special real property taxes and assessments shall be prorated as of the Close of Escrow on the basis for a 360-day year (i.e., 30-day months). Seller shall be responsible for the payment of all property taxes and assessments, if any, in connection with the Property before the Close of Escrow, including all past-due, current and future special taxes, assessments, benefit assessments, and improvements fees, assessments and charges levied on or against the property by any community facilities district, assessment district or other special district or governmental entity in existence on the Closing Date. Thereafter, the Property shall be tax exempt and any applicable property taxes and assessments

will be the responsibility of Buyer. Seller's sole obligation for the payment of all property taxes, including supplement taxes, assessed or accrued before the Close of Escrow shall survive Closing.

(3) The quarterly dues and assessments related to the Oxnard Pacific Commerce Center shall be prorated as of the Closing Date. Escrow Holder shall be responsible for processing the documentation required to transfer the ownership with the property manager, Community Property Management, for the Oxnard Pacific Commerce Center. Seller shall provide Buyer with all information relative to current assessments and dues for Buyer's review during the Due Diligence Period.

(j) **Payment of Adjustments to Proration.** Either party owing the other party a sum of money based on adjustments made to prorations after the Closing Date shall promptly pay that sum to the other party, together with interest thereon at the rate of five percent (5.0%) per annum from the date of demand therefor to the date of payment, if payment is not made within twenty (20) days after delivery of a statement therefor.

(k) **Closing Costs and Other Expenses.**

(1) Seller shall pay the following closing costs, charges, fees and expenses: (a) one-half (½) of the cost of all Escrow charges; (b) all title fees incurred in obtaining a CLTA Standard Coverage Owners Policy of Title Insurance; (c) all of Seller's own legal and accounting fees and expenses; (d) documentary transfer taxes and recording expenses; and (e) the real estate brokerage commission described in Section 12.

(2) Buyer shall pay the following closing costs, charges, fees and expenses: (a) one-half (½) of the cost of all Escrow charges; (b) the cost of obtaining or updating an ALTA Survey, if any; (c) the additional cost of the ALTA Policy and any endorsements, if Buyer so elects; (d) the cost of the Lender's Policy; (e) all of Buyer's own legal and accounting fees and expenses; (f) all costs of inspecting the Property; and (g) all costs related to financing obtained by Buyer, if any.

(3) All other costs and charges of escrow for the transaction contemplated hereby shall be borne exclusively by the party incurring the same, without reimbursement, unless otherwise expressly provided in this Agreement or by custom and practice in Ventura County, California.

(l) **Close of Escrow; Actions of Escrow Holder.** Provided that Buyer and Seller deliver to Escrow Holder the documents and funds described in this Section 6, and further provided that the Title Company has issued or is unconditionally prepared and committed to issue to Buyer the Title Policy, or ALTA Policy, as appropriate, and Lender's Policy, the parties shall instruct Escrow Holder on the Closing Date to deliver the Cash Payment, less the Deposit, as adjusted by an amount equal to Buyer's share of the closing costs and prorations, to Title Company by wire transfer or other immediately available funds, for deposit by Escrow Holder



into that escrow account which has been designated for this transaction and thereafter Escrow Holder shall record the Deed and Deed of Trust in the Official Records of Ventura County.

(m) *After Close of Escrow.* Within ten (10) days after the Closing Date, Seller shall deliver the following to Escrow Holder: (1) all original warranties; and (2) all original books records, plans, documents, permits, files and other materials in Seller's possession described in Section 3.1, which are necessary in Buyer's discretion to maintain the continuity of operation of the Property and Escrow Holder will deliver such original documents to Buyer promptly upon receipt. Escrow Holder shall deliver a complete set of all documents, including, without limitation, endorsed filed copies of recorded instruments to Buyer, Seller and the parties respective legal counsel as soon as is reasonably possible after the Close of Escrow.

#### 7. "AS IS" Sale.

(a) *Knowledge of Seller.* Since [REDACTED], 1994, when Seller's predecessor-in-interest, Flag Properties, a California limited partnership, purchased the Property, the Property was leased to GTE California Incorporated, a California corporation, and its successors-in-interest, Verizon California Inc., a California corporation, and Frontier California Inc., a California corporation, until the expiration of the lease on February 28, 2018. Such lease was a triple net lease whereby the tenant was responsible for all: (1) repair, maintenance and upkeep of the Property; (2) violations of applicable federal, state and local rules, regulations, statutes ordinances, and laws; and (3) costs and expenses associated with the Property, including, but not limited to, insurance, real property taxes, utilities, repair and maintenance. The term "*Seller's Current Actual Knowledge*" as used in this Agreement shall mean the current actual knowledge of Seller without the duty of investigation or inquiry.

(b) *"AS IS," "WHERE IS" Sale.* BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND BUYER CONFIRMS THAT, EXCEPT AS MAY BE EXPRESSLY OTHERWISE SET FORTH IN THIS AGREEMENT, SELLER AND/OR SELLER'S AGENTS HAVE NOT MADE, AND ARE NOT MAKING, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ITS PHYSICAL, SEISMIC OR STRUCTURAL CONDITION, ITS ENVIRONMENTAL CONDITION, THE USE OR DEVELOPMENT THEREOF, THE REQUIREMENTS OF ANY OR ALL FEDERAL, STATE, COUNTY OR LOCAL LAWS, REGULATIONS, ADMINISTRATIVE OR REGULATORY RULINGS OR ANY OTHER LEGAL MATTERS RELATING TO THE PROPERTY OR ANY OTHER MATTERS WHATSOEVER. BUYER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT, WITH THE EXCEPTION OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY SELLER IN THIS AGREEMENT, BUYER IS RELYING UPON BUYER'S OWN INDEPENDENT INVESTIGATION OF THE PROPERTY IN CONNECTION WITH ITS EXECUTION AND DELIVERY OF THIS AGREEMENT AND/OR BUYER'S PERFORMANCE HEREUNDER. BUYER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT AS OF THE CLOSING BUYER HAS THOROUGHLY INSPECTED THE PROPERTY AND ALL

FACTORS RELEVANT TO BUYER'S USE, INCLUDING THE PHYSICAL CONDITION OF THE PROPERTY, THE INTERIOR AND EXTERIOR, THE STRUCTURE, CONDITION OF SOILS AND GROUNDWATER, ALL UTILITIES AND ALL PHYSICAL AND FUNCTIONAL ASPECTS OF THE PROPERTY; ALL OPERATING RECORDS, CONTRACTS, DOCUMENTS AND OTHER MATERIAL AFFECTING THE OPERATION OF THE PROPERTY; ALL MATTERS RELATING TO TITLE TO THE PROPERTY; TOGETHER WITH ALL FEDERAL, STATE, COUNTY, MUNICIPAL AND OTHER LEGAL REQUIREMENTS CONCERNING THE PROPERTY SUCH AS TAXES, ASSESSMENTS, ZONING, ENVIRONMENTAL REGULATION AND/OR CONDITION, USE PERMITS AND BUILDING CODES. BUYER FURTHER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT, WITH THE EXCEPTION OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY SELLER IN THIS AGREEMENT, IT IS ACQUIRING THE PROPERTY IN AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION, SOLELY IN RELIANCE ON ITS OWN INSPECTIONS AND EXAMINATIONS. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 8, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES, ATTORNEYS, OR EMPLOYEES, OR ANY OF THEM, HAVE MADE REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, VERBAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

(c) **No Seller Title Representations and Warranties.** With respect to title of the Property, Buyer acknowledges, represents and warrants that Buyer is relying and shall rely solely on and shall seek recourse solely against the Title Policy, or ALTA Policy, as appropriate, that Buyer will receive pursuant to this Agreement, and that Seller makes absolutely no warranties or representations concerning title to the Property.

(d) **Survival of Buyer's Representations and Warranties.** Except for Buyer's express indemnification and defense obligations herein, each representation and warranty in Section 7 shall survive the Close of Escrow for a period of one (1) year after the Closing Date and shall not merge with the delivery to Buyer of the Deed.

8. **Seller's Covenants, Representations and Warranties.** Seller covenants, represents and warrants to Buyer as of the Closing Date as follows:

(a) **Hazardous Materials.**

(1) **Seller's Representations.** Seller represents and warrants to Buyer that to Seller's Current Actual Knowledge, except hazardous materials commonly used in connection with the former tenant's business that were used and stored in full compliance with all applicable federal, state and local rules, regulations, statutes, ordinances, laws and building codes, there are no hazardous materials present on, at or under the Property, which shall be deemed to include surface and subsurface soil, soil vapor and groundwater.

(2) **Disclaimer.** Seller has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under, at or from the



**Real Property.** To Seller's Current Actual Knowledge, no predecessor in interest as owner, occupant or operator of the Real Property, or any portion of the Real Property, or any facility located thereon, nor any other third person, used, generated, manufactured, stored, released or disposed of on, in, at, or under the Real Property any hazardous materials, or transported to or from the Real Property any hazardous materials, in violation of applicable laws, ordinances, rules and regulations.

(3) **Definition of Hazardous Materials.** As used herein, "*hazardous materials*" includes: petroleum; asbestos; radioactive materials; and all substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "solid wastes," "pollutants" or "contaminants" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 *et seq.*), the Porter-Cologne Water Quality Control Act (California Water Code 13000, *et seq.*), the Hazardous Waste Control Law (California Health and Safety Code 25100, *et seq.*), and any other similar applicable laws or the regulations promulgated thereunder.

(b) **Pending Assessments and Eminent Domain.** Seller has not received any notice of, and has no Current Actual Knowledge of, any pending proceeding for the imposition of any special assessment, or the formation of a special assessment district, or for a proceeding in eminent domain, any of which would affect in any manner the Real Property, or any portion thereof.

(c) **Copies of Documents.** Seller has provided or will provide to Buyer the Seller Information in its possession and to the extent any such Seller Information was in Seller's possession, to Seller's Current Actual Knowledge, such Seller Information is complete, true and correct.

(d) **Non-Foreign Status.** Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Regulations thereunder. At the Close of Escrow, Seller shall deliver to Buyer a fully-executed Non-Foreign Status Affidavit.

(e) **Authority.** Seller has full power and authority, and has obtained all necessary consents, to enter into this Agreement, to sell and transfer the Property and good title to Buyer and to otherwise perform its obligations under this Agreement. The persons executing this Agreement on behalf of Seller have full power and authority so to do in accordance with the foregoing.

(f) **No Litigation, Default, or Other Breach.** No litigation, proceeding (administrative or otherwise), order, or judgment is pending or outstanding or, to Seller's Current Actual Knowledge, threatened against, or affects, Seller, or the Real Property, or any portion thereof, and Seller has not committed any breach of any agreement, document or instrument to which Seller is a party which could in any manner adversely affect the Real Property, or any

portion thereof, or adversely affect Seller's ability to perform its obligations under this Agreement.

(g) **Compliance with Laws.** To Seller's Current Actual Knowledge, the Real Property, and every portion thereof, is in material compliance with all laws, ordinances, rules and regulations governing the use and operation thereof and Seller has not received any notice of violation of any such laws, ordinances, rules or regulations.

(h) **Agreements With Respect to Property.** On or before the Close of Escrow, Seller shall not: (1) enter into any contracts or agreements which would create any rights in or encumbrance on the Property, or any portion thereof or interest therein, which would survive the Close of Escrow; or (2) enter into any new lease(s), or modify, amend or terminate the existing Contracts without Buyer's prior written consent which it shall not unreasonably withhold, condition or delay prior to the expiration of the Due Diligence Period and which may be withheld in Buyer's sole discretion after the expiration of the Due Diligence Period. On or before the Close of Escrow, Seller shall perform all normal obligations which pertain to the Property, or the ownership, use or occupancy thereof, and maintain the Property in its present condition, subject to normal wear and tear excepted, all in a manner consistent with Seller's past practice.

(i) **Contracts.** Schedule 8(i) is a true, correct and complete list of all service, maintenance, supply and other agreements entered into by Seller relating to the operation of the Real Property (together with all modifications and amendments thereof and supplements relating thereto) in effect as of the date hereof (the "Contracts").

(j) **Survival and Restatement of Seller's Representations and Warranties.** Except for Seller's express indemnification and defense obligations contained herein, each representation and warranty in this Section 8 shall survive the Close of Escrow for a period of one (1) year after the Closing Date and shall not merge with the delivery to Buyer of the Deed.

9. **Buyer's Covenants, Warranties and Representations.** Buyer covenants, represents and warrants to Seller as of the Closing Date as follows:

(a) **Authority.** Buyer has full power and authority, and has obtained all necessary consents, to enter into and deliver this Agreement, to purchase the Property to and to otherwise perform its obligations under this Agreement. The person(s) executing this Agreement on behalf of Buyer have full power and authority so to do in accordance with the foregoing.

(b) **No Litigation or Other Breach.** No litigation, proceeding (administrative or otherwise), order, or judgment is pending or outstanding against, or affects, Buyer, and Buyer has not committed any breach of any agreement, document or instrument to which Buyer is a party, any of which could adversely affect Buyer's ability to perform its obligations under this Agreement.

10. **Loss by Fire or Other Casualty; Condemnation.**

**(a) Damage or Destruction.**

(1) If prior to the Closing Date, the Improvements are damaged or destroyed by fire or other casualty for which Seller has insurance, such damage or destruction is estimated to cost \$250,000.00 or less in the aggregate to repair or replace (as verified by an architect or contractor mutually selected by Buyer and Seller), then the Closing Date shall occur as scheduled without any reduction in the Purchase Price notwithstanding such damage or destruction, and all proceeds of insurance payable to Seller (plus the amount of any deductible, if any) by reason of such damage or destruction shall be paid or assigned to Buyer, it being agreed that in such event Seller shall have no obligation to repair or restore the Property. If such damage is caused by an uninsured peril, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) days after the occurrence of the later of the damage or destruction or written notification from Seller that the damage was caused by an uninsured peril.

(2) If prior to the Closing Date, any of the Improvements are damaged or destroyed by fire or other casualty, and such damage or destruction is estimated to cost more than \$250,000.00 in the aggregate to repair or replace (as verified by an architect or contractor mutually selected by Buyer and Seller), then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) days of the later of (a) the written notification to Buyer of the occurrence of the damage or destruction or (b) the written notice to Buyer that the damage or destruction exceeds \$250,000.00. In the event of such termination, then neither Buyer nor Seller shall thereafter have any obligations or liabilities hereunder, except for the express indemnification and defense obligations contained herein, the Deposit shall be returned to Buyer and each party shall bear its own costs incurred hereunder. In the event Buyer does not terminate this Agreement in accordance with this Section, the Closing Date shall occur as scheduled without any reduction in the Purchase Price notwithstanding such damage or destruction, and all proceeds of insurance payable to Seller (plus the amount of any deductible, if any, which would be paid by Seller) by reason of such damage or destruction shall be paid or assigned to Buyer, it being agreed that in such event Seller shall have no obligation to repair or restore the Property.

**(b) Condemnation.** If prior to the Closing Date, a governmental entity commences (which includes receipt of an official notice from any governmental authority having eminent domain power over the Real Property of its intention to take, by eminent domain proceeding, any part of or interest in the Real Property) any eminent domain proceeding to take any material portion (defined to be ten percent (10%) or greater of the rentable area) of the Real Property or more than five percent (5%) of the parking lot, then Buyer shall have the option to elect either of the following:

(1) Terminate this Agreement by written notice to Seller within ten (10) days after receiving written notice of such action of condemnation, in which event, neither Buyer nor Seller shall thereafter have any obligations or liabilities hereunder, except for the express indemnification and defense obligations contained herein. The Deposit shall be returned

to Buyer and each party shall bear its own costs incurred hereunder. All Escrow cancellation charges shall be paid by Buyer and Seller equally; or

(2) Elect to proceed with the transaction, in which case the Purchase Price shall not be reduced and Buyer shall be entitled to the net award paid to Seller for such taking, if any, and Seller shall assign and transfer to Buyer all right, title and interest in and to any awards, it being expressly agreed that in such event Seller shall have no obligation to repair or restore the Property or any portion thereof.

11. **Seller's Disclosures.** Seller discloses the following information to Buyer:

(a) **Natural Hazards Disclosure.** Seller will purchase and deliver to Buyer a Statutory Natural Hazards Disclosure Report disclosing, among other things, flood, fire and seismic information.

(b) **Environmental Hazard Consultation.** Buyer and Seller acknowledge: (1) Federal, state and local legislation impose liability upon existing and former owners and users of real property, inapplicable situations, for certain legislatively defined, environmentally hazardous substances; and (2) Buyer is advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

(c) **Americans with Disabilities Act.** The Americans with Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, buildings to be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. Buyer is advised to contact an attorney, contractor, architect, engineer, or other qualified professional of its own choosing to determine to what degree, if at all, the ADA impacts upon that principal or this transaction. Seller makes no representations concerning the applicability of the ADA to the Property or whether any ADA work will be required. Seller hereby notifies Buyer that Seller has not had the Real Property inspected by a Certified Access Specialist (as that term is defined in California Civil Code Section 55.52) and, in addition, Seller makes no representations or warranties regarding whether or not such an inspection of the Real Property has been performed by any other party.

12. **Brokerage Commission.** Buyer has informed Seller that Buyer has retained Lee & Associates – LA North/Ventura, Inc. (David Kim) and Sage Realty Group, Inc. (Joel Kirschenstein) as Buyer's real estate broker in connection with the transaction contemplated by this Agreement. Seller has informed Buyer that Seller has retained NAI Capital, Inc. (Oxnard Office – Fred Ferro) as Seller's real estate broker in connection with the transactions contemplated by this Agreement. If and when the Close of Escrow occurs, and only if the Close of Escrow occurs, Seller shall pay from the proceeds of the sale of the Property, an amount equal to one and seventy-five hundredths percent (1.75%) of the Purchase Price to Buyer's broker and

an amount equal to one and seventy-five hundredths percent (1.75%) of the Purchase Price to Seller's broker. Subject to the foregoing, Buyer and Seller each represent and warrant to the other that they have dealt with no real estate broker, agent or finder in connection with the transaction contemplated by this Agreement, in a manner that would give rise to a claim by any such person as a procuring cause of the transactions contemplated by this Agreement, or payment of any fee or commission on account thereof. Each party shall indemnify, defend, protect and hold the other party harmless from and against any and all demands, claims, liabilities, losses, causes of action, costs or expenses (including reasonable attorneys' fees), arising out of the breach by the indemnifying party of the foregoing warranty and representation.

**13. Successors and Assigns.** Prior to the expiration of the Due Diligence Period, Buyer may assign its rights hereunder to an entity which controls, is controlled by or under common control with Buyer, without the consent of Seller. In the event Buyer effects an assignment of this Agreement, in whole or in part, pursuant to the foregoing provisions, then Buyer shall provide Seller and Escrow Holder written notice of such assignment. After such assignment, the assignee shall be the "Buyer" hereunder and Seller shall recognize and be bound to any such assignee provided that Seller and Escrow Holder receive the required written notice of such assignment. Subject to the foregoing, the terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**14. Notices.** Any and all notices, demands, requests or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any party hereto by any other party to this Agreement shall be in writing and shall be deemed duly served, given or delivered upon delivery: (a) by electronic means (confirmed by any of the methods that follow); (b) by courier service or overnight delivery service (with proof of service); or (c) by certified or registered mail (return receipt requested and first-class postage prepaid), and addressed as follows:

**To Buyer:** Oxnard Union High School District  
 Attn.: Dr. Penelope DeLeon, Superintendent  
 309 South K Street  
 Oxnard, CA 93030  
 Telephone: 805-385-2527  
 Email: Penelope.deleon@oxnardunion.org

and

Rio School District  
 Attn.: Dr. John Puglisi, Superintendent  
 2500 E. Vineyard Avenue, Suite 100  
 Oxnard, CA 93036  
 Telephone: 805-485-3111  
 Email: jpuglisi@rioschools.org

With copies to: Atkinson, Andelson, Loya, Ruud & Romo  
Attn.: Jeff A. Hoskinson, Esq.  
20 Pacifica, Suite 1100  
Irvine, CA 92618  
Telephone: 949-453-4287  
Email: jeff.hoskinson@aalrr.com

Myers, Widders, Gibson, Jones & Feingold, L.L.P.  
Attn.: \_\_\_\_\_  
5425 Everglades Street  
Ventura, CA 93003  
Telephone: 805-644-7188  
Email: \_\_\_\_\_

**To Seller:** Thatch, Inc.  
c/o Christopher K. Kitasaki  
Ferguson Case Orr Paterson LLP  
1050 South Kimball Road  
Ventura, CA 93004  
Email: ckitasaki@fcoplaw.com

With copies to (which shall not constitute notice):

Paul W. Kurzeka  
Email: tightwd@outlook.com

**To Title:** Chicago Title Company  
Attn: Denise Hume, Title Officer  
500 E. Esplanade Drive, Suite 102  
Oxnard, CA 93036  
Telephone: (805) 656-1300 ext.5216  
Facsimile: (805) 642-8279  
Email: humed@ctt.com

**To Escrow Holder:** Chicago Title Company  
Attn: Lisa Rowlands, CSEO  
500 E. Esplanade Drive, Suite 102  
Oxnard, CA 93036  
Telephone: (805) 477-5227  
Facsimile: (805) 477-5296  
Email: lisa.rowlands@ctt.com

Any notice that is addressed and delivered in the manner herein provided shall be conclusively presumed to have been duly served, given or delivered to the party to which it is addressed upon actual or attempted but refused delivery. Any notice, demand, request or other communication



required or permitted by this Agreement or by law shall refer to the specific Section of this Agreement under which notice, demand, request or other communication is being given and describe with specificity the reason for such notice, demand, request or other communication. Any party may change their address for the purposes of this Agreement by giving notice of the change, in the manner required by this Section, to the other parties.

**15. Entire Agreement; Amendment.** This Agreement, together with the Exhibits and Schedule hereto, contains all the representations and the entire understanding between the parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced and superseded in total by this Agreement and the Exhibits and Schedule hereto. This Agreement may be amended only by a written agreement executed by both parties.

**16. Construction and Interpretation.** This Agreement has been fully negotiated at arms-length between the parties, after advice by counsel and other representatives chosen independently by each party, and the parties are fully informed with respect thereto. Neither party shall be deemed the scrivener of this Agreement and the provisions of this Agreement, Exhibits and Schedule hereto shall be construed as a whole according to their common meaning and not strictly for or against either party. The captions preceding the text of each Section and subsection are included for convenience of reference only and shall be disregarded in the construction and interpretation of this Agreement. Use in this Agreement of the words "including", "such as," or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to the specific items or matter, whether or not language of non-limitation such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall refer to all other terms or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. Numbered or lettered articles, sections and paragraphs herein contained refer to articles, sections and paragraphs of this Agreement unless otherwise expressly stated.

**17. No Merger.** Notwithstanding anything to the contrary contained in this Agreement, all representations, warranties, indemnities and obligations contained in this Agreement, intended by their terms to survive the Close of Escrow hereunder, shall survive the Close of Escrow and shall not merge into any instrument conveying the Property, or any interest therein, to Buyer.

**18. Exhibits and Schedule.** The following Exhibits and Schedule, to which reference is made in this Agreement, are deemed incorporated into this Agreement in their entirety:

- Exhibit A - Grant Deed
- Exhibit B - Promissory Note
- Exhibit C - Deed of Trust
- Exhibit D - Approval Letter
- Schedule 8(i) - Contracts

**19. Standard of Approval and Performance.** Unless otherwise provided in this Agreement, (a) each party shall act in a reasonable manner in exercising or undertaking its rights, duties and obligations under this Agreement, and (b) whenever approval, consent or

satisfaction (collectively, an "*approval*") is required of a party pursuant to this Agreement, such approval shall not be unreasonably withheld, conditioned or delayed. Nothing contained in this Agreement, however, shall limit the right of a party to exercise its business judgment, or act, in a subjective manner, with respect to any matter as to which it has specifically been granted the right to act in its sole discretion or sole judgment, whether "objectively" reasonable under the circumstances, and any such exercise shall not be deemed inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be part of this Agreement. Where the parties have stated a specific standard or procedure with respect to their rights, duties and obligations in this Agreement, the parties intend such standard or procedure to set forth their entire understanding with respect to which those rights, duties and obligations are to be judged and the performance of those rights, duties and obligations are to be measured.

**20. *Governing Law.*** This Agreement shall be construed and governed by the laws of the State of California, without regard to the conflict of laws rules of the State of California or any other jurisdiction that would call for the application of the laws of any jurisdiction other than the State of California. The parties hereto acknowledge that this Agreement was executed and will be performed in Ventura County, California. By execution and delivery of this Agreement, the parties hereto agree and accept that any legal action or proceeding with respect to this Agreement shall be brought in the federal or state courts for the State of California, County of Ventura, and the parties expressly waive any objection to personal jurisdiction, venue or *forum non conveniens*.

**21. *Limitation of Liability.*** Notwithstanding anything to the contrary contained in this Agreement, but subject to the terms of Section 3(c) above, the monetary liability of each party hereto resulting from the breach or default by either party shall be limited to direct actual damages incurred by the injured party and the parties hereto hereby waive their right to recover from the other party consequential, punitive, exemplary, and/or speculative damages. Nothing in this Section 21 shall prevent Buyer from seeking specific performance of this Agreement in the event of a breach by Seller, to the extent otherwise permitted by law. The provisions of this Section shall survive the Closing of the transaction contemplated hereby.

**22. *Attorneys' Fees.*** If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party shall pay the prevailing party's actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceedings costs and reasonable experts' fees and reasonable attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have substantially prevailed or who prevails by dismissal, default, or otherwise.

**23. *Time of the Essence.*** Time is of the essence for every provision of this Agreement that specifies a time for performance.



24. **Confidentiality.** To the maximum extent permitted by law, including, but not limited to, the CRPA and Brown Act, all information, studies and reports relating to the Property obtained by Buyer, either by the observations and examinations by its agents and representatives or as disclosed to it by Seller, which are not available to the general public, shall remain confidential and if the transaction contemplated herein fails to close for any reason, Buyer shall deliver to Seller upon written request, without representations or warranties of any kind, at Buyer's actual and reasonable cost of duplication, all such information, reports and studies and Buyer shall make no further distributions or disclosures of any such information, reports and studies unless required by law; *provided, however,* that Buyer may disclose such information to Buyer's accountants, attorneys, prospective lenders and consultants (together, the "Representatives") to the extent such Representatives require such information to assist or perform services on behalf of Buyer. The Parties acknowledge that (1) Buyer is subject to Article I, Section 3 of the California Constitution, the provisions of the CPRA, and the Brown Act; (2) the provisions of the CPRA and Brown Act, with respect to Buyer, control over, and as such shall be exceptions to, this Section 24; (3) the Brown Act mandates that, following approval of this Agreement, Buyer publicly report such approval along with the substance of this Agreement, which would include specifically the purchase price; and (4) the CPRA mandates that copies of approved agreements be made available to the public on request. In the event either Buyer receives a request under the CPRA relative to this Agreement following approval but prior to the Close of Escrow, Buyer shall notify Seller of such request.

25. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

26. **Damages.** In no event shall Section 21 limit the damages recoverable by either party against the other party due to (a) the other party's obligation to indemnify, defend, protect and hold such party harmless in accordance with this Agreement or (b) third party claims.

27. **Form 1099-S.** For the purpose of complying with Section 6045 of the Internal Revenue Code of 1986, as amended, Escrow Holder shall be deemed the "person responsible for closing the transaction," and shall be responsible for obtaining information necessary to file with the Internal Revenue Service Form 1099-S (Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions).

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, fully-executed Agreement, and all of which will constitute one (1) and the same instrument, binding on the parties hereto. This Agreement, if signed and delivered by a party by electronic mail transmission (such as a PDF), shall (a) be binding upon and fully enforceable against that party as though that party had delivered a manually-signed counterpart to the recipient and (b) be accepted by any court as equivalent to a manually-signed counterpart for purposes of any evidentiary rule, and no party shall object to the effectiveness or validity of such signature delivered by electronic mail transmission. The failure to deliver the original executed copy and the non-receipt of the original executed copy shall have no effect on

the binding and enforceable nature of this Agreement.

*[Signatures on next page.]*

IN WITNESS WHEREOF, the duly authorized representatives of Seller and Buyer, intending on being bound hereunder, have executed this Agreement as of the Effective Date.

Dated: \_\_\_\_\_

THATCH, INC.,  
a California corporation

By: \_\_\_\_\_  
Flavia S. May, *President*

By: \_\_\_\_\_  
Paul W. Kurzeka, *Secretary*

**"Seller"**

Dated: \_\_\_\_\_

OXNARD UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Penelope DeLeon, *Superintendent*

Dated: \_\_\_\_\_

RIO SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. John Puglisi, *Superintendent*

**"Buyer"**

*[SIGNATURE PAGE FOR AGREEMENT FOR PURCHASE AND SALE]*

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

**Form of GRANT DEED**

[To be attached]

**Exhibit B**

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

**Form of PROMISSORY NOTE SECURED BY DEED OF TRUST**

[To be attached]

**Exhibit C**

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

**Form of DEED OF TRUST WITH ASSIGNMENT  
OF RENTS AS ADDITIONAL SECURITY**

[To be attached]

AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS

Form of APPROVAL LETTER

\_\_\_\_\_, 2018

Chicago Title Company  
Attn: Lisa Rowlands, CSEO  
500 E. Esplanade Drive, Suite 102  
Oxnard, CA 93036

Re: APN: 213-0-070-045  
Escrow No. 131810924

Dear Ms. Rowlands:

In accordance with Section 3(b) of that certain Agreement for Purchase and Sale and Escrow Instructions for the above-referenced purchase and sale transaction, the undersigned Buyer hereby unconditionally and irrevocably approves and/or waives all of the contingencies to Buyer's performance (but not Buyer's conditions precedent to Closing), and further unconditionally authorizes Escrow Holder to immediately disburse Buyer's Deposit in the amount of One Hundred Thousand Dollars (\$100,000) to Seller.

Dated: \_\_\_\_\_

OXNARD UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Penelope DeLeon, Superintendent

Dated: \_\_\_\_\_

RIO SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. John Puglisi, Superintendent

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

**Contracts**



9.2





### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval of Second Modification Agreement to Promissory Note with 2714 E. Vineyard Avenue, LLC
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	4,125,000.00
Budget Source	Surplus Property Funds
Recommended Action	Staff recommends approval of Second Modification Agreement to Promissory Note with 2714 E. Vineyard Avenue, LLC
Goals	Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

### Public Content

Speaker: Dr. Joel Kirschenstein, District Consultant

#### Rationale:

On June 30, 2017, the District sold the former El Rio School site located at 2714 E. Vineyard Avenue Oxnard CA to an entity named 2714 E Vineyard Avenue, LLC, an Idaho limited liability company ("Buyer") for \$8,116,250.00. The District carried a note in the amount of \$7,000,000.00 (the "Note"). The original Note matured on June 30, 2018. The Buyer requested an extension of the maturity date due to certain unforeseen development matters involving Buyer's water allocation. At a regular meeting held on June 27, 2018, the Rio School District ("District") Board of Trustees ("Board") approved a first amendment to the Note, pursuant to which the Buyer made a principal payment in the amount of \$1,000,000.00 in July 2018 and further pursuant to which the maturity date was extended to January 10, 2019. The Buyer has requested certain additional changes to the Note, including an additional extension of the maturity date to July 10, 2019; a reallocation of a percentage of District's water allocation, which District does not require, to Buyer; and the ability to reduce the remaining principal in the event that Buyer's project density is reduced because of the water allocation issues. In exchange, Buyer has agreed to make a principal payment of \$4,500,000.00 to the District by January 4, 2019. These terms are set forth in the attached Second Modification Agreement.



## SECOND MODIFICATION AGREEMENT

THIS SECOND MODIFICATION AGREEMENT (this "Second Modification") is made as of October 17, 2018, by and between 2714 E VINEYARD AVENUE LLC, an Idaho limited liability company ("Borrower"), and RIO SCHOOL DISTRICT, a political subdivision of the State of California ("Lender").

### RECITALS

A. Borrower and Lender entered into a Promissory Note in the original principal amount of \$7,000,000.00 (the "Note"), dated June 30, 2017. Pursuant to the Note, the original Maturity Date of the Loan was June 30, 2018.

B. On June 21, 2018, Borrower and Lender modified the Note (the "First Modification"). Pursuant to the First Modification, Borrower and Lender agreed to extend the Maturity Date of the Loan to January 10, 2019, and that Borrower would make a principal payment in the amount of \$1,000,000.00 by July 10, 2018. The remaining principle balance of the Note is \$6,000,000.00.

C. Borrower and Lender now desire to modify the Note and enter into this Second Modification Agreement to extend the Maturity Date to July 10, 2019. As a condition for this modification, Borrower must make a principal payment in the amount of \$4,500,000.00 on or before January 4, 2019. After Borrower makes this principal payment to Lender, the remaining principal balance of the Note will be \$1,500,000.00.

D. Borrower and Lender acknowledge that Borrower purchased Lender's property for the express purpose of developing the "Rio Urbana Project" ("Borrower's Project"). As further conditions to this Second Modification, Borrower and Lender have agreed that Lender will allocate to Borrower at least fifty percent (50%) of Lender's remaining unused District-wide water allocation. If Borrower's Project experiences a reduction in density due to issues related to water allocation, Lender will reduce the remaining principal amount equal to that of the density reduction Borrower experienced multiplied by the original purchase price related to the residential portion of Borrower's Project.

E. Capitalized terms used in this Second Modification that are not otherwise defined shall have the meanings designated in the Note.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Maturity Date shall be extended to July 10, 2019. All references to "Maturity Date" in the Note shall refer to July 10, 2019; provided, however, that Borrower shall have the right to a three (3)-month extension of the July 10, 2019 Maturity Date if necessary to complete resolution of the water allocation issue. Borrower shall provide Lender with at least thirty (3) days' advance written notice of the Maturity Date extension.

2. Borrower shall make a principal payment in the amount of \$4,500,000.00 by January 4, 2019, without which, this Second Modification shall be voided.

3. Lender shall allocate to Borrower fifty percent (50%) of Lender's remaining unused District-wide water allocation for Borrower's Project.

4. If Borrower's Project must experience a density reduction due to the water allocation issue, Lender shall reduce the remaining principal in an amount equal to the density reduction Borrower experienced multiplied by the original purchase price related to the residential portion of Borrower's Project. By way of example, if Borrower's Project is reduced by thirty (30) units, Lender shall reduce the remaining principal by \$38,000.00 to \$40,000.00 per door not to exceed thirty (30) units. In no event shall Lender's reduction of the principal exceed \$1,500,000.00.

5. Lender and Borrower shall meet and confer regarding the ownership of that certain one-(1) acre portion of the real property parcel designated as a potential site for Lender's new administrative offices in that certain First Amendment to Purchase and Sale Agreement between Lender and Borrower. Notwithstanding anything to the contrary herein, Lender shall have and maintain a first right of refusal regarding the acquisition of the designated portion of the parcel.

6. Except as expressly modified by this Second Modification, all other provisions of the Note are unmodified and continue in full force and effect.

**IN WITNESS WHEREOF**, Borrower and Lender have executed and delivered this Second Modification as of the date first above written.

**BORROWER:**

**2714 E. VINEYARD AVENUE LLC,**  
an Idaho limited liability company

By: \_\_\_\_\_

Name: Caleb Roope

Title: President

**LENDER:**

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

By: \_\_\_\_\_

Name: Dr. John Puglisi

Title: Superintendent









### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Parking Lot Lease Agreement with Southern California Conference of Seventh-Day Adventists
Access	Public
Type	Discussion
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

### Public Content

Speaker: Superintendent Puglisi and Dr. Joel Kirschenstein, District Consultant

#### Rationale:

Rio Real Elementary School has limited parking and limited space for student drop off and pickup. The El Rio Seventh-Day Adventist Church (the "Church") owns an adjacent property that is partially improved with a parking lot and partially unimproved. The Church is willing to lease the adjacent property to the District in order to meet Rio Real's need for additional parking and student drop off/pickup space.

Under the terms of the lease, the District will be responsible for improving the unimproved portion of the Church property with a parking lot, including obtaining any required permits. The cost of the improvements is estimated to be \$51,934.96, plus ancillary costs. The District's rent will be 33,264.00 per year, with the initial rental payments offset by the cost of the improvements because the Church will own the improvements post-construction. Therefore, it is anticipated that the rental credit of \$51,934.96 plus ancillary costs will cover approximately the first eighteen months of rent.

The lease agreement is for ten years, with two potential three-year extensions. Either party can terminate on sixty days' notice. However, if the Church terminates prior to the full application of the rental credit, then the Church must pay the District the balance of the cost of improvements.

The attached lease is in draft form. The final version of the lease will be brought back to the Board for review and approval.

Rio Real parking lot lease v2.pdf (207 KB)

### Administrative Content

**Executive Content**

**PARKING LOT LEASE AGREEMENT**

**made and entered into as of November 14, 2018**

**BETWEEN**

**SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS,  
a California nonprofit corporation  
("Lessor")**

**and**

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

**for the real property identified as**

**VENTURA COUNTY ASSESSOR APN 145-0-202-125 IN OXNARD, CA**

## ***PARKING LOT LEASE AGREEMENT***

***THIS PARKING LOT LEASE AGREEMENT*** (this "Agreement") is made and entered into as of November 14, 2018 (the "Effective Date"), by and between ***SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS***, a California nonprofit corporation ("Lessor"), and ***RIO SCHOOL DISTRICT***, a political subdivision of the State of California ("Lessee"). Lessor and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS:**

A. Lessor is the owner of that certain parcel of real property, approximately 38,515 square feet in size, located in 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 Ventura County APN 145-0-202-125 and more fully described on Exhibit "A," which is attached to this Agreement and incorporated herein by reference (the "Property"). Approximately 31,200 square feet of the Property is improved with a parking lot and approximately 15,000 square feet of the Property is unimproved.

B. Lessee, a public school district, is the owner of that certain parcel of real property, approximately 371,566 square feet in size, located in the City, County and State, together with all appurtenant improvements, rights, interests, easements, tenements and estates, as identified by Ventura County APN 145-0-170-105 and more fully described and pictorially depicted on Exhibit "B," which is attached to this Agreement and incorporated herein by reference (the "Rio Real Property"). The Rio Real Property is adjacent to the Property.

C. Lessee operates the Rio Real Elementary School on the Rio Real Property. Lessee has limited space for parking, student drop off and student pickup on the Rio Real Property. The Parties have agreed that Lessee may improve the Property with a parking lot lease the Property from Lessor in accordance with 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*

### *DEFINITIONS*

- Section 1.1.* “**Additional Term**” is defined in Section 4.1.
- Section 1.2.* “**Alterations**” is defined in Section 3.2.
- Section 1.3.* “**Agreement**” is defined in the Preamble.
- Section 1.4.* “**City**” is defined in the Recitals.
- Section 1.5.* “**County**” is defined in the Recitals.
- Section 1.6.* “**Designated Lessee Time Periods**” is defined in Section 3.1.
- Section 1.7.* “**Effective Date**” is defined in the Preamble.
- Section 1.8.* “**Hazardous Materials**” is defined in Section 9.3.
- Section 1.9.* “**Initial Improvements**” is defined in Section 3.2.
- Section 1.10.* “**Initial Term**” is defined in Section 4.1.
- Section 1.11.* “**Lessor**” is defined in the Preamble.
- Section 1.12.* “**Lessee**” is defined in the Preamble.
- Section 1.13.* “**Party**” and “**Parties**” are defined in the Preamble.
- Section 1.14.* “**Property**” is defined in the Recitals.
- Section 1.15.* “**Rent**” is defined in Section 5.2.
- Section 1.16.* “**Rental Credit**” is defined in Section 5.2.
- Section 1.17.* “**Rio Real Property**” is defined in the Recitals.
- Section 1.18.* “**State**” is defined in the Recitals.
- Section 1.19.* “**Term**” is defined in Section 4.1.
- Section 1.20.* “**VCSSFA**” is defined in Section 10.1.

## **ARTICLE II**

### **LEASE**

Lessor agrees to lease the Property to Lessee, and Lessee agrees to lease the Property from Lessor, on the terms and subject to the conditions set forth in this Agreement.

## **ARTICLE III**

### **PERMITTED USES; INITIAL IMPROVEMENTS; CHANGES BY LESSOR**

**Section 3.1. Lessee's Permitted Uses.** Lessee may use the Property, including the 31,200 square feet currently improved with a parking lot and the remaining 15,000 square feet to be improved as a parking lot, as a parking lot and student drop off/pickup location to serve the Rio Real Property. Lessee shall not use the Property for any unlawful or dangerous purpose. Lessee shall be entitled to use the Property as a parking lot during the following time periods: Monday through Friday from 7:00 a.m. to 5:00 p.m.; for special evening school functions provided that Lessee provides prior notice to Lessor; and as otherwise agreed between the Parties (the "Designated Lessee Time Periods").

**Section 3.2. Limitation of Use of Property by Lessor.** Lessee's right to use the Property during the Designated Lessee Time Periods shall be exclusive. Lessor shall not use or permit third parties to use the Property during the Designated Lessee Time Periods. However, Lessor and Lessor's invitees may use the Property at any time other than the Designated Lessee Time Periods.

**Section 3.3. Improvements by Lessee.** Lessee shall have the right, at any time and from time to time during the Term, to improve the unimproved 15,000 square feet of the Property with a parking lot, including, but not limited to, installing asphalt and striping thereon (the "Initial Improvements"), and to make such changes and alterations to the Initial Improvements as Lessee deems necessary or desirable (the "Alterations"); provided, however, that the construction of the Initial Improvements and the Alterations shall be subject to the following conditions:

(a) The Initial Improvements shall be substantially in compliance with the depiction set forth in Exhibit "C," which is attached hereto and incorporated herein by reference, or such other plan mutually agreed upon in advance by the Parties;

(b) Before undertaking the construction of the Initial Improvements and any Alterations, Lessee shall procure and pay for any and all municipal and other governmental permits and authorizations that may be required;

(c) All work in connection with the Initial Improvements and the Alterations shall be undertaken in a good and workmanlike manner and in



compliance with all applicable laws, ordinances, orders and requirements of all applicable federal, state and municipal laws, and once commenced, shall be prosecuted with reasonable diligence to completion;

(d) Lessee shall comply with the provisions of Section 3.5, below, regarding liens; and

(e) The Initial Improvements and Alterations made by Lessee to the Property shall at once become a part of the realty and belong to Lessor.

**Section 3.4. Lessor Cooperation.** Lessor shall be a co-applicant for any required permits and authorizations and agrees to provide reasonable cooperation and assistance to Lessee in any and all applicable permit and authorization application processes.

**Section 3.5. Liens.** Lessee agrees to keep all of 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 Lessee on or about the Property or any obligations of any kind incurred by Lessee and Lessee 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 Lessor and all of 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 (provided, however, that Lessee shall have the right to dispute any claims on which a lien or stop notice is placed on the Property, in which event Lessee shall not be in default under this Agreement if it does not promptly and fully discharge any such disputed claim or claims).

**Section 3.6. Construction Access.** Lessor hereby grants Lessee and Lessee's agents, employees, contractors, subcontractors and agents a non-exclusive license to enter at all reasonable times on, over and across the Property for the purpose of all reasonable activities required to construct the Initial Improvements, including, but not limited to, any reasonably necessary pre-construction activities. Lessee shall contact Lessor to arrange reasonable dates and times for accessing the Property and commencing construction thereon. Lessor's consent to Lessee's request to access the Property shall not be unreasonably withheld. Lessee shall indemnify, defend and hold Lessor harmless from all loss and liability (including, but not limited to, reasonable attorneys' fees) arising from such activities of Lessee and its agents, employees, contractors, subcontractors and agents during pre-construction and construction; provided, however, that Lessee shall have no liability for any loss or damage attributable to the acts or omissions of Lessor or Lessor's agents, employees, invitees or licensees (other than Lessee).

**Section 3.7. Lighting Improvements by Lessor.** Lessor shall make improvements to the lighting on the Property in a manner to be mutually agreed upon by the Parties. Lessor agrees to complete the lighting improvements prior to Lessee's estimated completion of the

Initial Improvements. Lessee shall be entitled to use the existing and future lighting improvements during the Designated Lessee Time Periods.

**Section 3.8. Additional Changes to the Property by Lessor.** Except for the lighting improvements expressly contemplated in Section 3.7, Lessor shall not make any other improvements to the Property during the Term without Lessee's prior written consent. By way of example only, Lessor shall not construct any buildings or other structures on the Property, demolish the Initial Improvements, cause or permit any third parties to construct any buildings or other structures on the Property, or otherwise reduce or eliminate the parking lot contemplated hereunder without Lessee's prior written consent. Lessee's prior consent shall not be unreasonably withheld.

#### ARTICLE IV

##### TERM

**Section 4.1. Initial Term.** The initial term of this Agreement shall be ten (10) years commencing at 12:01 A.M. on November 15, 2018 and ending at 11:59 P.M. on November 14, 2028 (the "Initial Term"). Lessee shall have the right, but not the obligation to renew this Agreement for up to two additional three (3)-year terms (each an "Additional Term"). Any such Additional Term shall be subject to the same terms and conditions as are contained in this Agreement. The Initial Term and any Additional Term are collectively referred to herein as the "Term."

**Section 4.2. Termination.** This Agreement may be terminated by either Party upon sixty (60) calendar days' prior written notice. Any notice of termination provided under this Section 4.2 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 16.16. Notwithstanding the generality of the foregoing, in the event that Lessor elects to terminate this Agreement prior to the date that the Rental Credit has been fully applied to the initial Rent (as explained in Section 5.2(a), below), then, prior to the effective date of the termination, Lessor shall pay Lessee the balance of the cost of the Initial Improvements.

**Section 4.3. Holdover.** In the event that Lessee remains in possession of the Property after the expiration of the applicable Term, 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 V. Nothing in this Section shall or shall be deemed to cure any default of Lessee in holding over or to create a new tenancy by virtue of such holding over.

**Section 4.4. Surrender of Possession.** Upon termination or expiration of this Agreement, Lessee shall peacefully surrender to Lessor 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 Lessee has no control or for which Lessor is responsible; and any alterations in the condition of the



Property upon which the Parties agree, including, but not limited to, the Initial Improvements and any Alterations.

## ARTICLE V

### RENT, TAXES AND UTILITIES

**Section 5.1. Rental Rate.** The monthly rental rate for the Property shall be Two Thousand Seven Hundred Seventy-Two Dollars (\$2,772.00), which is based upon the fair market value of Twelve Cents (\$0.15) per square foot multiplied by fifty percent (50%) due to the fact that both Parties shall use the Property (the "Rent").

#### **Section 5.2. Rental Payments.**

(a) No Rent shall be accrued until Lessee has completed the Initial Improvements and is actually using the Property for the purposes contemplated hereunder.

(b) Lessee shall be entitled to a credit against the initial Rent payments in an amount equal to the actual cost of the Initial Improvements (the "Rental Credit"). The purpose of this provision is to account for the fact that Lessee shall pay for the Initial Improvements even though the Initial Improvements shall become a part of the realty. The estimated value of the Rental Credit is Fifty-One Thousand Nine Hundred Thirty-Four Dollars and Ninety-Six Cents (\$51,934.96) as set forth on Exhibit "D," which is attached hereto and incorporated herein by reference, plus various ancillary costs such as design fees, permitting costs, etc. The Parties anticipate that the Rental Credit shall be applicable to the first eighteen (18) months of use of the Property by Lessee as set forth in Exhibit "E," which is attached hereto and incorporated herein by reference.

(c) After the Rental Credit has been fully applied, any subsequent Rent payments shall be paid by Lessee, from legally available funds and subject to the California Constitution, in arrears on the first (1st) day of each month. Rental payments shall be paid to Lessor at the address specified in Section 16.16, or to such other address as Lessor may designate by written notice.

**Section 5.3. 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 5.4. Taxes.** It is the Parties' understanding that so long as Lessee occupies at least fifty percent (50%) of the Property, the Property is exempt from real property taxes and assessments. Notwithstanding the foregoing, in no event shall Lessee be liable for any

taxes on the Property. The Parties expressly agree that it is the sole responsibility of Lessor to determine the tax implications of Lessee'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 Lessee agrees to reasonably cooperate with Lessor in regards to any such applications at no cost to Lessee.

**Section 5.5. Utilities.** The Parties anticipate that electricity will be the only utility applicable to Lessee's use of the Property. The Parties further anticipate that any such utility usage attributable to Lessee will be minimal in consideration of the Designated Lessee Time Periods set forth in Section 3.1 above. Therefore, Lessee shall not be liable for any utility expenses under this Agreement.

## **ARTICLE VI**

### **REPAIRS AND MAINTENANCE**

**Section 6.1. Ordinary Repairs and Maintenance.** Lessee and Lessor shall assume equal responsibility for the ordinary repairs and maintenance on the Property. For the purposes of this paragraph, "ordinary repairs and maintenance" means the routine, minor upkeep of the parking lot, such as trash cleanup, weed abatement, and minor resealing or minor restriping of the parking lot.

**Section 6.2. Major Repairs and Maintenance.** Unless the Parties otherwise agree in writing, Lessee shall not be responsible for any major repairs and maintenance work on the Property. For the purposes of this paragraph, "major repairs and maintenance" means any work beyond the regular, normal upkeep of the parking lot, such as refilling of potholes, the substantial resurfacing or replacement of the parking lot; any repairs or maintenance necessitated by acts or omissions of Lessor; or any work necessitated by the acts or omissions of third parties (e.g., vandalism). Lessor shall be solely responsible for such major repairs and maintenance. Lessor shall promptly commence such major repairs and maintenance work, the timing and execution of which Lessor shall coordinate with Lessee in order to minimize disruption to Lessee's use of the Property.

## **ARTICLE VII**

### **INSPECTION; QUIET ENJOYMENT**

**Section 7.1. Lessor's Rights of Entry.** Lessor 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 Lessor under this Agreement. In addition, Lessor, and its agents and employees, may enter the Property on two (2) days' advance written notice to Lessee for the purposes of showing the Property to prospective purchasers, tenants or mortgagees, or posting notices of non-responsibility. Notwithstanding the foregoing, Lessor, 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, provided that Lessor gives Lessee at least two days' advance written notice. Lessor shall defend, indemnify and hold harmless Lessee, its officers, employees and agents from and against any loss, liability or damage to Lessee's property, and any bodily injury or death, including, but not limited to, any bodily injury or death of Lessor's members, managers, agents, employees and contractors, or any such person entering the Property on behalf of Lessor, arising from any incident occurring while Lessor's employees or agents are on the Property.

**Section 7.2. Quiet Possession.** Lessor agrees that Lessee, while keeping the covenants contained herein, shall at all times during the existence of this Agreement, peacefully have, hold, and enjoy the Property without hindrance from Lessor or any person claiming a right under Lessor.

## ARTICLE VIII

### COMPLIANCE WITH PUBLIC ENTITY LAWS AND OTHER LAWS

**Section 8.1. 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, the Parties shall comply with the prevailing wage requirements for any projects constructed on any portion of the Property which are defined as "public works." The Lessor/contractor shall furnish all subcontractors/employees with a copy of the Department of Industrial Relations prevailing wage rates which Lessor shall post at the job site. Lessor/contractor must obtain all prevailing wage rates from the Department of Industrial Relations.

**Section 8.2. Employment of Apprentices.** During the Term of this Agreement or any holdover, and if applicable to any work being done on the Property, Lessor/contractor, Lessee/contractor and all subcontractors shall, in connection with all work performed on any portion of the Property leased by Lessee 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, Lessor/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 8.3. 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 Lessee during Lessee'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, Lessor/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, Lessor/contractor agrees to require like compliance by any subcontractors employed on the work by Lessor/contractor.

**Section 8.4. Compliance with Other 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 Lessee'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.

## **ARTICLE IX**

### **ADDITIONAL COVENANTS**

**Section 9.1. Signs.** Either Party may erect and maintain any signs on the Property relating to such Party's use of the Property, provided the signs so erected: (a) are approved in advance by the other Party, whose approval shall not be unreasonably withheld; (b) are removed at the sole cost and expense of Lessee at on the expiration or sooner termination of this Agreement, if the signs were erected by Lessee; and (c) comply with any law or ordinance of any governmental agency having jurisdiction over the Property.

**Section 9.2. Hazardous Materials.** Except as commercially reasonable in relation to the construction of the Initial Improvements and Alterations, neither Party shall permit or suffer the release or disposal of any asphalt/fill or other hazardous materials on the Property.

**Section 9.3. Discovery of Hazardous Materials or Other Unsafe Conditions.** If either Party discovers, or has reasonable cause to believe, that a hazardous material or other unsafe condition has come to be located on the Property, then such Party shall promptly notify the other Party of such matter. The Party that caused or permitted the hazardous material or unsafe condition to be on the Property shall be liable for the remediation thereof; provided, however, that Lessee shall not be liable to remediate any conditions caused by the acts or omissions of third parties (expressly excluding Lessee's agents, employees and invitees).

## **ARTICLE X**

### **INSURANCE**

**Section 10.1. Lessee's Insurance.** Lessee shall, at Lessee's own cost and expense, secure and maintain during the entire Term of this Agreement, including any Additional Term, the following insurance:

- (a) general liability insurance in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per occurrence, insuring Lessee and Lessee's employees and invitees against all bodily injury, property damage, personal injury and other

loss or liability caused by or connected with Lessee's occupation and use of the Property;

(b) automobile liability insurance in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per occurrence;

(c) personal property insurance, as deemed advisable or necessary by Lessee in Lessee's sole discretion;

(d) workers' compensation insurance in accordance with the laws of the State; and

(e) employers' liability insurance with a limit of not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per employee and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per occurrence.

To satisfy Lessee's obligations under this Article, Lessee may at any time during the Term of this Agreement, have in full force and effect a "blanket" policy of insurance insuring the Property as well as other property owned, leased or occupied by Lessee, 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. Additionally, Lessee may satisfy its obligations under this Article by Lessee's membership in Ventura County Schools Self-Funding Authority, a joint powers agency self-funding insurance pool and program ("VCSSFA").

**Section 10.2. Lessee's Evidence of Insurance or Self-Insurance.** Upon demand by Lessor, Lessee shall promptly cause a certificate of insurance or copy of the applicable coverage memorandum with VCSSFA to be provided to Lessor.

**Section 10.3. Lessor's Insurance.** Sublessor shall, at Sublessor's own cost and expense, secure and maintain during the entire Term of this Agreement, including any Additional Term, the following insurance:

(a) general liability insurance in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per occurrence, insuring Lessor and Lessor's employees and invitees against all bodily injury, property damage, personal injury and other loss or liability caused by or connected with Lessor's occupation and use of the Property;

(b) automobile liability insurance in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per occurrence;

(c) personal property insurance, as deemed advisable or necessary by Lessor in Lessor's sole discretion;

(d) workers' compensation insurance in accordance with the laws of the State; and

(e) employers' liability insurance with a limit of not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per employee and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence.

To satisfy Lessor's obligations under this Article, Lessor may at any time during the Term of this Agreement, have in full force and effect a "blanket" policy of insurance insuring the Property as well as other property owned, leased or occupied by Lessor, 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 10.4. Primary Insurance; Broader Coverage.* The coverages provided by Lessor's general liability and automobile liability policies shall be primary and non-contributory with respect to any insurance or self-insurance programs covering Lessee. Furthermore, the insurance coverages set forth herein are not intended to and shall not in any manner be deemed or construed to limit or qualify the liabilities and obligations otherwise assumed by Lessor. If Lessor maintains broader coverage or higher limits than the minimum coverages and amounts set forth herein, Lessee shall be entitled to such broader coverages or higher limits, or both the broader coverages and higher limits, as applicable.

*Section 10.5. Waiver of Subrogation.* Lessor shall waive any and all rights of subrogation that Lessor may have against Lessee.

*Section 10.6. No Claims Made Policies.* For this Agreement, Lessor shall not procure any insurance written on a "claims made" basis.

## **ARTICLE XI**

### **REPRESENTATIONS AND WARRANTIES**

*Section 11.1. 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 11.2. Representations and Warranties of Lessor.* Lessor makes the following representations, warranties and covenants to Lessee:

(a) Lessor is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State. Lessor 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 Lessor have the right, power and authority to bind Lessor to this Agreement.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessor enforceable against Lessor 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 Lessor is a party or by which Lessor is bound.

(d) To Lessor's knowledge, Lessor is not in default under, and Lessor has received no notice that any event has occurred which, with the giving of notice or the passage of time, or both, would constitute a material default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance, or instrument pertaining to the Property.

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

(f) Lessor has made no oral or written commitments or representations to, or understandings or agreements with, any person, firm or entity or any adjoining property owner which would in any way be binding on Lessee or would interfere with Lessee's ability to construct the Initial Improvements or any Alterations or use the Property as a parking lot, and Lessor shall not make or enter into any such commitment, representations, understandings or agreements without Lessee's prior written consent (which shall not be unreasonably withheld).

(g) Lessor is not bankrupt or insolvent under any applicable federal or state standard, nor has Lessor 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. Lessor is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other.

**Section 11.3. Representations and Warranties of Lessee.** Lessee makes the following representations, warranties, and covenants to Lessor:



(a) Lessee 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 Lessee have the right, power, and authority to bind Lessee to this Agreement.

(c) This Agreement constitutes the legal, valid, and binding obligation of Lessee enforceable against Lessee 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 Lessee'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 Lessee is a party or by which Lessee is bound.

(d) Lessee is not bankrupt or insolvent under any applicable federal or State standard, nor has Lessee 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 XII**

### **DESTRUCTION, DAMAGE AND CONDEMNATION**

**Section 12.1. Destruction or Damage.** If the Property is totally or partially destroyed due to a fire or other casualty, then Lessee shall have the right, but not the obligation, to terminate this Agreement.

**Section 12.2. Proration of Rent Due to Damage.** If at any time during the term of this Agreement, all or any part of the Initial Improvements or Alterations on the Property are destroyed or damaged by any casualty, whether or not such casualty is required to be insured against under this Agreement, the 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 12.3. Condemnation.** If the Property or any portion thereof 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 twenty-five percent (25%) of the Property is taken by condemnation, then Lessee may, at Lessee's election to be exercised in writing within ten (10) calendar days after Lessor shall have given Lessee written notice of the taking (or in the absence of such notice, within ten (10) calendar days after the condemning authority shall have taken possession), terminate this Agreement. If Lessee does not terminate this Agreement, this Agreement shall remain in full force and



effect as to the portion of the Property remaining. The Rent shall be reduced in proportion to the reduction of the utility of the Property caused by the condemnation or otherwise. Any condemnation awards shall be Lessor's property. Whether this Agreement is or is not terminated by reason of condemnation, Lessor 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.

### **ARTICLE XIII**

#### **INDEMNIFICATION**

**Section 13.1. Lessee's Hold-Harmless Clause.** To the fullest extent permitted by State law, Lessee shall defend, indemnify and hold Lessor and its officers, directors, employees and representatives, harmless from any and all liability, claims, loss, damages or expenses, including reasonable attorneys' fees and costs, to the extent the underlying injury or damage was caused by the negligent act or omission or willful misconduct of Lessee in connection with its performance under this Agreement.

**Section 13.2. Lessor's Hold-Harmless Clause.** To the fullest extent permitted by State law, Lessor shall defend, indemnify and hold Lessee and its officers, directors, employees and representatives, harmless from any and all liability, claims, loss, damages or expenses, including reasonable attorneys' fees and costs, to the extent the underlying injury or damage was caused by the negligent act or omission or willful misconduct of Lessor in connection with its performance under this Agreement.

### **ARTICLE XIV**

#### **DEFAULT AND REMEDIES**

**Section 14.1. Material Breach.** A Party shall be in default of this Agreement if the Party fails to properly perform any of its material obligations hereunder.

**Section 14.2. Notice and Opportunity to Cure.** In the event that an alleged material breach of this Agreement, the non-breaching Party shall deliver to the breaching Party a written request to perform or remedy the issue. The notice shall specify the nature of the alleged breach. The non-breaching Party shall have a period of sixty (60) calendar days, which shall commence on delivery of the notice of breach; provided, however, that where the alleged breach cannot be reasonably cured within sixty (60) calendar days, then there shall be a default only if the breaching Party fails to diligently and continuously pursue the cure of such breach. The failure of a Party to give, or delay in giving, a notice of breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder.

**Section 14.3. Remedies upon Default.** If the breaching Party fails to timely cure the breach, then the non-breaching Party shall have the right, but not the obligation, to terminate this Agreement effective upon the end of the cure period.

**Section 14.4. Cumulative Remedies.** The remedies granted 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 14.5. Force Majeure.** Notwithstanding anything herein to the contrary, no liability shall result to either Party from such Party's delay in performance or non-performance caused by circumstances beyond such Party's control, including, but not limited to, acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, or change in applicable law. The non-performing Party shall promptly notify the other Party of the force majeure event and shall take all reasonable steps to mitigate damages related thereto.

## **ARTICLE XV**

### **DISPUTE RESOLUTION**

**Section 15.1. 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 15.1. 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 15.1 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. 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 XVI

### MISCELLANEOUS

**Section 16.1. No Lessee Assignment or Subletting.** Lessee shall not assign this Agreement or its rights and obligations hereunder without obtaining Lessor's prior written consent, which Lessor may withhold in its sole and absolute discretion.

**Section 16.2. 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 16.3. 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 16.4. 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 16.5. 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, the Parties hereby irrevocably submit themselves to the jurisdiction of the Courts of the State of California, Ventura County or, if federal jurisdiction is appropriate, the United States District Court for the Central District, 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 16.6. Days.** Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days.

**Section 16.7. Successors and Assigns.** Subject to the provisions of Section 16.1, 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 16.8. 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 16.9. 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 16.10. 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 16.11. 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 16.12. 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 16.13. Incorporation of Exhibits.** All exhibits to this Agreement are incorporated herein by this reference.

**Section 16.14. 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 16.15. Attorneys' Fees.** Subject to Section 15.1 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 16.16. 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 Lessee: Rio School District  
2500 E. Vineyard Avenue  
Oxnard, California 93036  
Attention: Superintendent John Puglisi  
Telephone: (805) 485-3111  
Email: jpuglisi@rioschools.org
- (b) If to Lessor: Southern California Conference of  
Seventh-Day Adventists  
c/o El Rio Seventh-Day Adventist Church  
2670 Alvarado Street  
Oxnard, California 93036  
Attention: Pastor Alfredo Lee  
Telephone: (805) 485-3819  
Email: alfredolee79@yahoo.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 16.17. Relationship of Parties.** The Parties agree that their relationship is that of lessor and lessee, 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 16.18. Estoppel Certificates.** At any time and from time to time, within fifteen (15) days after notice of request by Lessor, Lessee shall execute, acknowledge and deliver to Lessor 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 Lessor 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 Lessor and by any prospective purchaser or encumbrancer of the Property or the Initial Improvements or of all or any part or parts of Lessor's interests under this Agreement. Lessee's failure to execute,

acknowledge and deliver, on request, the certified statement described above within the specified time shall constitute acknowledgment by Lessee 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.

**"LESSOR"**

**SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a California nonprofit corporation**

By: \_\_\_\_\_  
\_\_\_\_\_

**"LESSEE"**

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

By: \_\_\_\_\_  
Dr. John D. Puglisi, Superintendent

By: \_\_\_\_\_  
Wael Saleh, Assistant Superintendent

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The Northeasterly half of Lot 50, of Cloverdale Subdivision, in the county of Ventura, state of California, as per map thereof recorded in Book 8, page 38 of Maps, in the office of the County Recorder of Ventura County.

EXCEPTING AND RESERVING THEREFROM all the minerals, oil, gas, or other hydrocarbon substances in and under said land, without however, any right of surface entry or any right of entry in and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances.

[To be confirmed for final draft]

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF RIO REAL PROPERTY**

[To be inserted for final draft]

**DRAFT**



**EXHIBIT "C"**

**PICTORIAL DEPICTION OF PROPERTIES AND INITIAL IMPROVEMENTS**



EXHIBIT "D"

ESTIMATED COST OF INITIAL IMPROVEMENTS

DRAFT

**EXHIBIT "E"**

**ESTIMATED RENTAL CREDIT TABLE**

Monthly rental rate = \$2772.00

total square footage of 46,200 square feet x price per SF of \$0.12 x 0.50 for shared use

Estimated cost of improvements = \$52,000.00

Rental Credit of \$52,000 divided by monthly rate of \$2772.00 = 18.75

Time period	Rental rate
Months 1-18	\$0 (Credit of \$2772/month)
Month 19	\$668.00 (Credit of \$2104)
Month 20+	\$2772.00



9.4





### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approval to Purchase Winsor Learning Sondag System 1 and 2 to Include Professional Development
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	33,128.18
Budgeted	No
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Winsor Learning Sondag System.
Goals	<b>Goal 1-Improved student achievement at every school and every grade in all content areas</b>

### Public Content

Speaker: Rebecca Rocha

#### Rationale:

In order to meet the academic needs of special education students in the Rio School District, these students need access to high quality, high interest reading materials with research based instructional delivery.

Winsor Learning provides Orton-Gillingham Sondag System Programs and Training. Educational experts at industry leading organizations such as the National Center for Learning Disabilities and the International Dyslexia Association have evaluated the Sondag System® and deemed that the program contained the required elements for teaching reading identified by the Nation Reading Panel. They've partnered with one of the country's foremost experts in the Orton-Gillingham multisensory method for reading intervention to create the Sondag System, a simple, cost-effective tool for K-12 educators to identify and quickly intervene with struggling readers.

More than 40,000 educators in schools around the country are using the Sondag System to get students caught up to their peers. When a student is falling behind in reading, time matters. The Sondag System was created with Orton-Gillingham expert, Arlene Sondag, to create a powerful tool that preserves the widely studied and proven Orton-Gillingham method while improving its usability and accessibility.

Administration is recommending the purchase of Sondag System as a supplemental, research based reading program for Kindergarten through Eighth grade students. The program is designed as a complete step by step program for teachers to teach early decoding skills to English Language Learners, students needing intervention, and students with dyslexia. A full day of training is included in the purchase.

Both Sondag System 1 and Sondag System 2 are currently being used in many districts around the county and state with great success. Legal counsel also recommends adopting a program specifically to address dyslexia in order to provide proven, effective reading interventions to students and has concurred that Sondag System is a program widely known and approved to teach students with dyslexia and other reading problems as a successful program.







Proposal For: (Good until December 31, 2018) Submit Purchase Orders to:

District/School: Rio Elementary School District, CA  
 Contact: Rebecca Rocha, Director of Pupil Personnel Services  
 Phone: 805-485-1442  
 Date Submitted: 14-Sep-18  
 Submitted By: Amanda Burnette

Winsor Learning, Inc.  
 3001 Metro Dr, Suite 480  
 Bloomington MN 55425  
 Tel: 800.321.7585  
 Fax: 651.222.3969

Item #	Item Description	Qty.	Price	Total
210-1600	Sonday System 1 Intervention Set with Workbook Blackline Master on Flash Drive	10	\$ 1,295.00	\$ 12,950.00
310-1600	Sonday System 2 Intervention Set with Workbook Blackline Master on Flash Drive	8	\$ 1,295.00	\$ 10,360.00
	<b>Materials Sub Total</b>			\$ 23,310.00
	<b>Shipping and Handling</b>	10%		\$ 2,331.00
	<b>Sub Total</b>			\$ 25,641.00
	<b>State Tax</b>	7.75%		\$ 1,987.18
	<b>Materials Total</b>			\$ 27,628.18

**Professional Services**

**Training Description**

<b>Sonday System 1 Installation Training</b>	<b>Sonday System 1 Reading Intervention</b> This training will be an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System®1 Reading Intervention Program. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sonday System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction.
<b>Sonday System 2 Installation Training</b>	<b>Sonday System 2 Reading Intervention</b> This training will build on the Multisensory Teaching Methodology introduced in Sonday System 1. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Syllable Types, Syllable Division, Prefixes, Suffixes With Governing Rules, Roots, Contractions, Non-Phonetic Words, Vocabulary and Comprehension.

Professional Services	# Days	Fee	Total
<b>Professional Services Total</b>	2	\$ 2,750.00	\$ 5,500.00
<b>Materials and Services Total</b>			\$ 33,128.18

**Terms and Conditions**

- By accepting this proposal you are accepting the following terms and conditions:
1. EVERY participant in any Sonday System training *must have* a Sonday System kit to use for that training.
  2. Maximum number of participants is thirty (30) per training day.
  3. Payment in full will be required for any training or coaching cancelled less than 30 days prior to scheduled date.
  4. Above fees include all related consulting preparation, travel fees and expenses, administrative costs and insurance.



9.5





### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Approval of the Variable Term Waiver
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	It is recommended the board take action and approve the Variable Term Waiver 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:** This year, we have a need for a fully credentialed Special Education Preschool teacher. There is a State-wide shortage of teachers holding this type of credential authorization.

After several attempts to recruit fully-credentialed teachers via Edjoin.org, Job Fair, and out-of-state recruiting, etc, the District was unsuccessful in securing a teacher for the SPED Preschool program holding the full authorization.

Ms. Irene Toribio is on track to complete all requirements by January 2019.

The California Commission on Teacher Credentialing makes a document available to school districts, allowing districts to support teachers while they complete the requirements for the full credential.

**Variable Term Waiver - I. Toribio.pdf (2,847 KB)**

### Administrative Content

### Executive Content





Commission on Teacher Credentialing  
 Certification Division  
 ATTN: Waiver Unit  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [waiver@ctc.ca.gov](mailto:waiver@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

CTC Use Only

CTC Use Only	
W	Z

## VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for first time and subsequent waivers only.

1. EMPLOYING AGENCY (include mailing address) Rio School District 2500 E. Vineyard Ave. Oxnard, CA 93036  NPS/NPA (list county code _____)	County/District CDS Code 72561	Contact Person: Jillian Ramos  Telephone #: (805) 485-3111  EMail: <a href="mailto:jramos@rioschools.org">jramos@rioschools.org</a>
-----------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------

### 2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number:

*All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.*

Full Legal Name Irene Toribio  
First Middle Last

Former Name(s) \_\_\_\_\_ Birth Date \_\_\_\_\_

Applicant's Mailing Address \_\_\_\_\_

Phone# \_\_\_\_\_ Email ltoribio@rioschools.org

Waiver Title Basic Skills

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Special Education Preschool (Mild/Moderate)

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- e For bilingual assignment list LANGUAGE: \_\_\_\_\_
- e Is this a full time position?  Yes  No
- e If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) \_\_\_\_\_
- e Is this a subsequent waiver? (see #9 for additional information)  Yes  No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specify section(s) covering the assignment: 44252(b)

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 08 / 16 / 2018 to 08 / 15 / 2019

Ending date of school term, track, or year: 06 / 14 / 2019

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- |                                                              |                                                        |
|--------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Special Education        | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute             |
| <input type="checkbox"/> Speech-Language Pathology Services  |                                                        |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- |                                                                  |                                                                     |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Advertised in local/national newspapers | <input checked="" type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals     | <input checked="" type="checkbox"/> Distributed job announcements   |
| <input type="checkbox"/> Attended job fairs in California        | <input checked="" type="checkbox"/> Internet                        |
| <input type="checkbox"/> Attended recruitment out-of-state       |                                                                     |

Other \_\_\_\_\_

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

This candidate has the drive and willingness to complete the necessary requirements to allow her to serve the students' specific needs as a quality Special Education Preschool teacher.



6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- |                                                                                     |                                                                                        |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Administrative Services                                    | <input type="checkbox"/> Multiple Subject Teaching                                     |
| <input type="checkbox"/> Single Subject Teaching (all subject areas)                | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate                                |
| <input type="checkbox"/> Teacher Librarian Services                                 | <input checked="" type="checkbox"/> Teacher of English Learner Students                |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. must be attached.

The employer must verify all of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. [www.edjoin.org](http://www.edjoin.org))

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other \_\_\_\_\_

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position?

2 \_\_\_\_\_

How many individuals credentialed in the authorization of the waiver request were interviewed?

2 \_\_\_\_\_

What were the results of those interviews? (Please indicate answers in numbers)

- 1 Applicant(s) withdrew
- 0 Candidate(s) declined job offer
- 0 Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Knowledge of: The California content standards; California Standards for the teaching profession; best practices in teaching; effective strategies in the classroom management; and other related curriculum objectives.

Licenses/Certificates/Special Requirements: A valid California teaching credential authorizing instruction to Special Education Preschool students

**e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

This candidate has the drive and willingness to complete the necessary requirements to allow her to serve the students' specific needs as a quality Special Education Preschool teacher.

**7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL**

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
CBEST	1/25/2019

**8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER**

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Jake Waltrip Position Principal

**9. SUBSEQUENT WAIVER REQUESTS**

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

**10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?**

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

- Yes  No  Not applicable (program completion is not a requirement)

**11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)**

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



**WARNING:** You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of allegations of misconduct or while allegations of misconduct were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?

You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

**12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)**  
As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

**13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES**

**Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

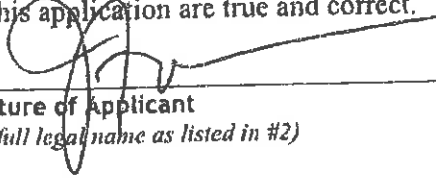
**County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

**14. APPLICANT'S CERTIFICATION**

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

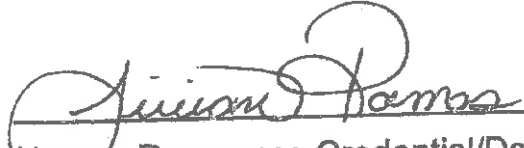
I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

  
\_\_\_\_\_  
Signature of Applicant 9/20/2018  
(Sign full legal name as listed in #2) Date

**15. EMPLOYING AGENCY CERTIFICATION** *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature:   
\_\_\_\_\_  
Title: Human Resources Credential/Data Specialist  
\_\_\_\_\_  
Date: 9/20/2018  
\_\_\_\_\_

9.6







### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.6 Approval to attend AVID Summer Institute 2019
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	17,910.00
Budgeted	No
Budget Source	Rio del Valle Title I funds
Recommended Action	Staff recommends board approval AVID summer institute travel.
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: Oscar Hernandez/Adrienne Peralta

### Rationale:

One of RDVs programs is AVID/AVID Excel - Advancement Via Individual Determination. We are under contract with AVID and this is a request for approval to attend the summer institute August 1st-3rd 2019 in Downtown San Diego.

We are requesting approval to register and secure lodging at this time. We will be sending: 1 administrator, 1 counselor, 3 AVID teachers, 3 AVID Excel teachers; and 1 new teacher. A total of 9 RDV staff members will attend. At this time most of the hotels that have special pricing are sold out.

The following is the cost breakdown:

AVID Summer Institute registration: Early Bird by May 1st \$795 x 9= \$7,155.00  
 Lodging at Downtown Hyatt: \$265 per night for (3 nights per staff member) x 9=\$7,155.00 plus taxes and hotel fees.  
 Approximately an additional \$400 will be needed for food and transportation for a total of \$400 x 9= \$3,600.

### Administrative Content

### Executive Content



9.7





### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.7 Approval of eSpark Learning - Frontier Pilot Proposal
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	10,000.00
Budgeted	No
Budget Source	Title I funds
Recommended Action	Staff recommends board approval eSparking Learning Pilot Proposal.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

### Public Content

Speaker: Oscar Hernandez

#### Rationale:

eSpark Learning will provide professional development for 12-15 teachers and 300 student licenses for grades 4th - 6th to participate in this pilot program.

Frontier's digital lesson library features customizable, state standard-aligned reading and writing lessons that are centered around engaging, real world topics. All of Frontier's lessons feature complex guiding questions, curated digital texts and resources, opportunities for extended writing, and systems for peer feedback and collaboration.

Vetted multimedia texts expose students to multiple points of view and styles of 21st century communication. On-screen reading prompts ask students to think critically about texts and formative assessments check for understanding while informing classroom discussion.

Each Frontier lesson culminates in an extended narrative, opinion, or informational writing exercise that asks students to synthesize and apply what they learned from digital texts. A G Suite for Education integration facilitates an in-depth revision process, and Frontier's writing insights provide data-driven feedback to students,

**eSpark Learning - Frontier Pilot Proposal (1) (3).pdf (366 KB)**

### Administrative Content





PARTNERSHIP PROPOSAL FOR:

## Rio School District

PREPARED BY:

**Matthew Robinson**

P: (586) 596-4764

ISSUED ON: 8/22/2018

E: [mattr@esparklearning.com](mailto:mattr@esparklearning.com)

VALID TO: 9/21/2018



[www.esparklearning.com](http://www.esparklearning.com)  
312-324-3100

Chicago  
100 South State Street  
Floor 4  
Chicago, IL 60605

San Francisco  
2475 3rd St  
Suite 243  
San Francisco, CA 94107

2018 Rio School District. All rights reserved. This proposal is a confidential document. It is intended for the use of the Rio School District and its authorized representatives only. It is not to be distributed to other parties without the express written consent of eSpark Learning.

ABOUT eSPARK LEARNING

**Student-centered teaching and learning solutions for stronger academic outcomes.**

Learning shouldn't be one-size-fits-all. At eSpark Learning, we believe that with the right technology and support, every teacher can put students at the heart of instruction. Our solutions streamline student-centered learning, allowing teachers to address students' unique needs while driving growth and engagement.

**Frontier** PRODUCT OVERVIEW

**Frontier's inquiry-based lessons build better writers and readers while nurturing creative and critical thinking.**

Frontier's digital lesson library features customizable, state standard-aligned reading and writing lessons that are centered around engaging, real world topics. All of Frontier's lessons feature complex guiding questions, curated digital texts and resources, opportunities for extended writing, and systems for peer feedback and collaboration.



Vetted multimedia texts expose students to multiple points of view and styles of 21st century communication. On-screen reading prompts ask students to think critically about texts and formative assessments check for understanding while informing classroom discussion.

Each Frontier lesson culminates in an extended narrative, opinion, or informational writing exercise that asks students to synthesize and apply what they learned from digital texts. A G Suite for Education integration facilitates an in-depth revision process, and Frontier's writing insights provide data-driven feedback to students, teachers, and district leaders.



	<b>Frontier</b>
Number of students	300
<b>Subtotal: Frontier Software &amp; Services</b>	<b>\$7,500</b>



## eSpark Learning Professional Learning and Services

### RECOMMENDED PACKAGE

We believe high-quality, interactive professional development plays an integral role in the short- and long-term success of an instructional initiative.

Our Professional Learning and Services begin with a leadership alignment consultation in which district leaders share their vision for how Frontier should support the goals of their district.

Teachers receive 3 virtual 45-90 minute PD sessions during the year. The first two sessions cover how to get started with Frontier and leverage data, resources and implementation models effectively. The final PD session is customized based on your teachers' unique needs. Throughout the year, teachers also have access to on-demand PD resources and 24/7 phone and email support from our team of former teachers.



	<b>Frontier</b>
Number of teachers	12 - 15
<b>Subtotal: Professional Learning and Services</b>	<b>\$3,200</b>

CONTRACT FOR 2018 - 2019 SCHOOL YEAR

## Frontier Proposal for Rio School District



	<b>Price</b>
Number of students	300
Number of teachers	12 - 15
Grade(s)	4th and 6th
<b>Frontier Software &amp; Services</b>	<b>\$7,500</b>
<b>Professional Learning and Services</b>	<b>\$3,200</b>
<b>Total Investment to eSpark Learning</b> <i>Sum of 1 and 2 above</i>	<b>\$10,700</b>

## Key Budget Assumptions

### NON-APPROPRIATION OF FUNDS

Renewal of contracts will be in accordance with local laws concerning non appropriation of funds for multi-year contracts. Your school board reserves the right to rescind the contract at the end of each fiscal school year if it is determined that there are insufficient funds to extend the contract. If terminated for lack of funding, eSpark may not be replaced with another digital curriculum.

### CONTRACT CONDITIONS & PAYMENT

School agrees that they have the authority and approval to sign and commit funds to eSpark Learning. Upon signing of the contract, School agrees to make the full payment amount and is liable for any non-payment. Contract amounts are based on amounts of services purchased, not the number of actual users.

## Frontier Assumptions

Each student must have a Google Apps for Education Account to use Frontier. The eSpark Learning support team will send the district a list of Websites and Youtube videos to whitelist so students can access them through Frontier.

# Proposal Agreement

**Please sign and return via:**

**Email:** [contracts@eSparkLearning.com](mailto:contracts@eSparkLearning.com) **Fax:** 312-436-2488 **ATTN:** Accounting

**Mail:** eSpark Learning, 100 South State Street, Floor 4, Chicago, IL 60603

**eSpark Learning Signature:**

David T. Vinca

**District Signature:**

\_\_\_\_\_

**Date:** 08 / 22 / 2018

**Date:** \_\_\_ / \_\_\_ / \_\_\_

**Print Name:**

David Vinca

**Print Name:**

\_\_\_\_\_

**Title:**

Founder/CEO

**Title:**

\_\_\_\_\_

**(If applicable) Will a PO be required before invoicing?**

**Y / N PO#** \_\_\_\_\_

**District Accounting Contact:**

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Payment Terms:** Net 30 Days

9.8



**Agenda Item Details**

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.8 Approval of the Rio School District Aims FY 2018/2019
Access	Public
Type	Action

**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

The following aims represent the ongoing process of annual assessing and directing district development aligned to focal points. This year's aims are informed by leadership and staff input.

Following approval by the Board of Trustees, we will continuously update and inform the board on related results and outcomes.

[RIO SCHOOL DISTRICT AIMS%092018-19.pdf \(49 KB\)](#)

**Administrative Content****Executive Content**





**RIO SCHOOL DISTRICT AIMS 2018-19**

**I. IMPROVE STUDENT LANGUAGE LITERACY LEARNING:**

Measured by formative assessments, CAASPP assessments, and OUHSD 9th Grade English Course Grades.

Focus on growth.

Focus on grade level expectations. (50% target)

Focus on English Learner sub-group.

Focus on students in special education programs.

**II. IMPROVE STUDENT MATHEMATICAL LEARNING:**

Develop plan to understand and improve student under-performance in math on CAASPP assessments and OUHSD 9th grade math courses.

**III. IMPROVE DEPTH OF STUDENT AND ORGANIZATIONAL 21ST CENTURY LEARNING:**

Implement 5Cs rubrics and learning indicator tools to measure 5C learning.

**IV. ESTABLISH RIO DEL SOL SCHOOL AS MODEL STEAM SCHOOL:**

Implement transdisciplinary learning model.

Implement blended learning model.

Implement student driven, student centered, personalizable learning model.

Implement Age-band learning model. (K-2) (3-6)

Implement Multi-age learning model.

Complete Phases I,II,III, and IV of construction (Buildings A,B,D,E).

Plan and commence Phase V of construction (Building C) wt passage of Measure L

**V. CONTINUE TO IMPLEMENT AND DEVELOP THE DISTRICT MASTER FACILITIES PLAN.**

Plan for communication, passage, and implementation of Measure L to renovate and develop District school campuses as 21st century learning environments.

**VI. RE-ESTABLISH BUDGET STABILITY AND BALANCE:**

Develop and implement budget adjustments to return to positive approved budgets.

Develop and implement budgets that support innovation and the development of 21st century learning environments and world class learning outcomes.

Implement and develop enrollment growth processes.



10.2





### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Meeting September 19, 2018
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Annual Organization Meeting December 7, 2016
Minutes	View Minutes for Sep 19, 2018 - RSD Regular Board Meeting

### Public Content

Speaker:

Rationale:

### 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**  
**Minutes**  
**Regular Board Meeting**  
**September 19, 2018**  
**Office of Student and Family Services**  
**3300 Cortez Street**  
**Oxnard, CA 93036**  
**Closed Session: 5:00 p.m.**  
**Open Session: 6:00 p.m.**

**Members present**

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

Trustee Torres left the meeting at 7:15 p.m. due to illness.

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

**1.1 Call to Order**

President Eisenhauer convened the meeting at 5:02 p.m.

**1.2 Pledge of Allegiance**

President Eisenhauer led the flag salute.

**1.3 Roll Call**

Trustee Torres called the roll, all present.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

Trustee Esquivel requested to move items 10.17 Approval of the Imagine Learning Contract for Rio Plaza School; Approval of ST Math Student Licenses for Rio del Sol School; and Adoption of Purchasing 10 Devices for the CS Computer Lab at Rio Vista to the Discussion/Action for separate discussion and action.

**2.2 Approval of the Agenda**

Staff recommends approval as amended

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

**Final Resolution: Motion Carries**

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

### **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. President Eisenhower adjourned the meeting into closed session at 5:05 p.m.

### **4. Closed Session**

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

**4.2** Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: 1800 Solar Drive, Oxnard CA Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Fred Ferro, NAI Capitol Under negotiation: price and terms of payment

**4.3** Conference with Legal Counsel – anticipated litigation, significant exposure to litigation, pursuant to Government Code § 54956.9(d) (2). Number of potential cases: 1.

**4.4** Conference with Legal Counsel – initiation of litigation, pursuant to Government Code § 54956.9(d) (4). Number of potential cases: 1.

**4.5** Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/19

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

#### **5.1 Report of Closed Session**

President Eisenhower reconvened the meeting at 6:37 p.m.

President Eisenhower reported the following action took place during closed session: By a vote of 5-0, the Governing Board directed the Rio School District to pursue a Joint Purchase Agreement with Oxnard Union High School for the purchase of 1800 Solar Drive, Oxnard.

#### **5.2 Public Hearing Sufficiency of Instructional Materials a Certification of Provisions of Standards-Aligned Instructional Materials**

President Eisenhower opened the public hearing at 6:37 p.m. for the Sufficiency of Instructional Materials and a Certification of Provisions of Standards-Aligned Instructional Materials. As there were no public comments, President Eisenhower closed the Public Hearing at 6:38 p.m.



## 6. Presentations/Recognitions

### 6.1 Rio Real Dual Immersion 8th Grade AP Student Recognition

Oscar Hernandez, Assistant Superintendent of Educational Services, and Dr. Maria Hernandez, Principal of the Rio Real Dual Immersion Academy, presented 14 8th grade students who took the AP Spanish Language exam and passed.

Students were presented with certificates.

Mr. Hernandez also introduced the Rio del Valle ASB who spoke about the Special Programs.

## 7. Communications

### 7.1 Acknowledgement of Correspondence to the Board

There was no written correspondence written to the Governing Board.

### 7.2 Board Member Reports

Board Member reports were heard from Trustee Esquivel and Balderrama.

### 7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, RTA President and Patrick Radford, CSEA President.

### 7.4 Superintendent Report

Superintendent Puglisi reported on the following:

1. Law Enforcement Update-Representatives from Oxnard Police Department were present to address the board.
2. Master Plan Update
3. District Goals

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. Public comments were heard from Patricia Alvarez.

## **8. Information**

### **8.1 Business Services Report**

Mr. Wael Saleh, Assistant Superintendent of Business Services, provided updates on the following:

1. Child Nutrition Update
2. Transportation Update
3. Safety Plans Update

### **8.2 Educational Services Report**

Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, provided an update on the following:

Law Enforcement Presentation  
Rio del Valle ASB Activities Presentation  
PDAP Presentation

## **9. Discussion/Action**

### **9.1 Authorization for Superintendent to Award Bid for Rio Del Sol STEAM Academy Bid Package No. 25 – Additional Fencing**

It is recommended that the authorization for the superintendent to award bid for additional fencing at Rio Del Sol STEAM Academy be granted

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

**Final Resolution: Motion Carries**

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

**Not Present at Vote: Eleanor Torres**

### **9.2 Adoption of Resolution #1819/03 Sufficiency of Instructional Materials a Certification of Provisions of Standards-Aligned Instructional Materials**

Staff recommends board approval of adoption/public hearing of resolution # 1819/03.

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

**Final Resolution: Motion Carries**

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

**Not Present at Vote: Eleanor Torres**

### **9.3 Approval of the Unaudited Actuals**

It is recommended that the Unaudited Actuals be approved.

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

**Final Resolution: Motion Carries**

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

**Not Present at Vote: Eleanor Torres**

**9.4 Approval of Youth Truth Renewal Contract for 2018-2019 School Year**  
Staff recommends board approval of Youth Truth renewal contract.

**Motion by Felix Eisenhauer, second by Joe Esquivel.**  
**Final Resolution: Motion Carries**  
**Yes: Joe Esquivel, Felix Eisenhauer, Rosa Balderrama**  
**No: Edith Martinez-Cortes**  
**Not Present at Vote: Eleanor Torres**

#### **10. Consent**

**10.1 Approval of the Consent Agenda**  
Staff recommends approval of the Consent Agenda as amended.

**Motion by Joe Esquivel, second by Felix Eisenhauer.**  
**Final Resolution: Motion Carries**  
**Yes: Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama**  
**Not Present at Vote: Eleanor Torres**

**10.2 Approval of the Minutes of the Regular Board Meeting of August 15, 2018**

**10.3 Approval of the Minutes of the Special Board Meeting of August 15, 2018**

**10.4 Approval of Donation Report**

**10.5 Ratification of the Commercial Warrant**

**10.6 September 2018 Personnel Report**

**10.7 Approval of the Certification of Signatures**

**10.8 Approval of Contract Renewal of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo**

**10.9 Approval of the 18/19 Retired Administrator Contracts**

**10.10 Approval of the 18/19 Revised Bell Schedules - Rio del Sol and Rio Vista**

**10.11 Ratification of the Authorization of Teaching Assignment - Speech and Hearing Therapy Services**

**10.12 Ratification of the Authorization of Teaching Assignment - Multiple Subject**

10.13 Local Agency Biennial Notice

10.14 Adoption of the GANN Limit/Resolution No. 1819/04

10.15 Approval of Teaching for the Study of Institutions (TSEI) Contract for 2018-2019 school year

10.16 Approval of Students and Staff to Attend the California STEAM Symposium Student Showcase in Long Beach

10.17 Approval of Imagine Learning Contract for Rio Plaza School  
Staff recommends board approval of Imagine Learning contract.

**Motion by Joe Esquivel, second by Edith Martinez-Cortes.**

**Final Resolution: Motion Carries**

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

**Not Present at Vote: Eleanor Torres**

10.18 Approval of Contract for Palmer Drug Abuse Prevention Counseling

10.19 Approval of ST Math Student Licenses for Rio del Sol School  
Staff recommends board approval for ST math licenses.

**Motion by Joe Esquivel, second by Edith Martinez-Cortes.**

**Final Resolution: Motion Carries**

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

**Not Present at Vote: Eleanor Torres**

**Action: 10.20 Approval of Purchasing 10 Devices for the CS Computer Lab at Rio Vista**  
Staff recommends board approval of purchasing computers, displays and accessories for ten computer workstations for CS lab at Rio Vista.

**Motion by Joe Esquivel, second by Edith Martinez-Cortes.**

**Final Resolution: Motion Carries**

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

**Not Present at Vote: Eleanor Torres**

10.21 Approval of Axiom Contract Renewal for the 2018-2019 school year

10.22 Approval of Resolution 1819/05 for the Notice of Completion for the Pavers at Rio Real mural by Hughes General Engineering.

10.23 Change Order 13.1 for Painting and Décor, Bid Package 13.

**II. Organizational Business**

**II.1 Future Items for Discussion**

**II.2 Future Meeting Dates: October 17, 2018**

**III. Adjournment**

**III.1 Adjournment**

**President Eisenhower adjourned the meeting at 10:15 p.m.**

**Approved on this 17<sup>th</sup> day October, 2018.**

---

**Jon Puglisi, Ph.D., Secretary**

**Date**

---

**Eleanor Torres, Clerk of the Board**

**Date**



10.3







### Agenda Item Details

Meeting	Oct 17, 2018 - 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 Real	Blockway Barracading	K Field Trip	1308.00

### 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 17, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 October 2018 Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the October 2018 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 2018 personnel report is presented for approval.

[October - PERS Report - October 17, 2018.pdf \(67 KB\)](#)

### 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 17, 2018**

**Certificated Personnel Report**

**Certificated Ratification of Employment:**

Bovenzi, Matthew, Elementary Teacher, Rio Rosales, (1.0) FTE, Probationary 2, effective 8/16/2018  
Calafati, Crystal, Elementary Teacher, Rio Plaza, (1.0) FTE, Temporary, effective 8/16/2018  
Johnson, Maisie, Elementary Teacher, Rio Del Sol, (1.0) FTE, Temporary, effective 8/16/2018  
Gopalan, Amber, Elementary Teacher, Rio Plaza, (1.0) FTE, Temporary, effective 8/16/2018  
Watson, Leigh, Elementary Teacher, Rio Lindo, (1.0) FTE, Temporary, effective 8/16/2018

**Classified Personnel Report**

**Classified Leave of Absence:**

Mangum, Erika, Instructional Assistant/SPED, (5.75) hrs, Rio Vista, effective 11/12/18 - 6/13/19

**Classified Promotion:**

Amparan, Naomi, from Food Service Worker I (2) hrs, Rio Rosales, to Instructional Assistant/SPED, (4.25) hrs, Rio Vista, effective 8/21/18

**Classified Ratification of Employment:**

Daughtery, Stephen, Campus Supervision Assistant, (5.75) hrs, Rio Del Sol, effective 10/2/18  
Jasso, Norma, Food Service Worker I, (4.25) hrs, Rio Vista, effective 10/8/18  
Salazar, Erika, Campus Supervisoir Assistant, (4.75) hrs, Rio Lindo, effective 9/12/18  
Sanchez, Patricia, Campus Supervision Assistant, (5.75) hrs, Rio Del Sol, effective 9/12/18  
Szlykowicz, Mikolay, Campus Supervisor, (3) hrs, Rio Del Valle, effective 9/26/18  
Torres, Sabrina, Campus Supervision Asssitant, (5.75) hrs, Rio Del Sol, effective 9/12/18  
Trammell, Lori, Social Emotional & Behavior Intervention Specialist, (8) hrs, OSFS, effective 10/4/18

**Classified Resignation:**

Garcia, Esquivel, Maria, Food Service Worker I, (2) hrs, Rio Lindo, effective 10/1/18

**Classified Voluntary Transfer**

Wiley, Margaret, from Food Service Worker I, Rio Del Norte, (3) hrs & (2) hrs, to FSW I, Rio Rosales, (3) hrs & (2) hrs, effective 10/8/18





10.5





### Agenda Item Details

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Ratification of the Commercial Warrant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	5,848,729.62
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period September 7, 2018 through October 8, 2019.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent

#### Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$5,848,729.62 which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$3,249,537.76
Fund 130 Cafeteria Fund	\$106,816.77
Fund 211 Building Fund	\$2,466,004.26
Fund 490 Capital Project Funds for Blen	\$27,033.19
Less Unpaid Tax Liability	-\$662.36
<b>Total:</b>	<b>\$5,848,729.62</b>

[Check Warrant for October.pdf \(704 KB\)](#)

### Administrative Content

### Executive Content



ReqPay12a

Board Report

Checks Dated 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
4009082583	09/28/2018	Calif School Empl Assoc., #329 Cancelled on 09/28/2018	Cancelled		7,600.38
4009082592	09/28/2018	California Teachers Assoc. Cancelled on 09/28/2018	Cancelled		28,080.22
5009031104	09/10/2018	Wanda Kelly	010-4300		21.00
5009031105	09/10/2018	Lionel Carrizales	010-4300		400.79
5009031106	09/10/2018	Aswell Trophy	010-4300		51.72
5009031107	09/10/2018	AT&T	010-5800		345.67
5009031108	09/10/2018	C D W GOVERNMENT, INC.	010-4300	161,733.10	
			010-4400	8,003.48	
5009031109	09/10/2018	Environmental Health Division	010-5800	25,385.62	195,135.20
5009031110	09/10/2018	California School Boards Assn P O box 1000	130-5800		810.00
			010-5800		12,906.00
5009031111	09/10/2018	Driftwood Dairy	130-4710		
5009031112	09/10/2018	SOUTHERN CALIF. EDISON			12,989.88
5009031113	09/10/2018	Frontier Communications	010-5520		4,201.28
5009031114	09/10/2018	THE GAS COMPANY	010-5800		59.47
5009031115	09/10/2018	John Gosnell DBA Gforce Printing	010-5530		220.78
5009031116	09/10/2018	Global Equity Communications	130-5800		3,810.47
5009031117	09/10/2018	Carlo Andre Godoy dba Godoy Studios	010-5800		2,015.00
					7,200.00
5009031118	09/10/2018	GREATAMERICA FINANCIAL SVCS	010-5810		317.45
5009031119	09/10/2018	HARRIS WATER CONDITIONING	010-5540		58.33
5009031120	09/10/2018	HOUGHTON MIFFLIN COMPANY	010-4300		879.55
5009031121	09/10/2018	Hughes General Engineering	211-6102		18,500.00
5009031122	09/10/2018	INSTRUMENTAL MUSIC VENTURA	010-4300		900.00
5009031123	09/10/2018	Blaine Kutin	010-5800		721.35
5009031124	09/10/2018	Mobile Mini Inc.	010-5830		1,039.82
5009031125	09/10/2018	Roger A Morgenstaler	010-5613		121.88
5009031126	09/10/2018	Nae Quaison Sackey	010-5800		3,089.28
5009031127	09/10/2018	OFFICE DEPOT	010-4300		3,565.02
5009031128	09/10/2018	CITY OF OXNARD	010-5540		6,975.55
5009031129	09/10/2018	P & R Paper Supply Co., Inc.	130-9320		3,276.00
5009031130	09/10/2018	PESQ Technologies	010-4300	204.87	
			Unpaid Tax	13.87	191.00
5009031131	09/10/2018	Quick-Deck Inc.	010-5800		450.00
5009031132	09/10/2018	Restaurant Success Center	130-5200		1,584.00
5009031133	09/10/2018	RIO PLAZA WATER COMPANY #518	010-5540		5,116.56
5009031134	09/10/2018	Hakar Rivers	010-5800		1,850.00
5009031135	09/10/2018	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-5800		3,450.00
5009031136	09/10/2018	TREBRON COMPANY, INC	010-5800		12,833.33
5009031137	09/10/2018	Ventura County Star	010-5800	108.44	
			130-5800	1,338.00	1,446.44
5009031138	09/10/2018	SYSCO VENTURA	130-4710		66,699.58
5009031139	09/10/2018	THE BERRY MAN, INC.	130-4710		13,350.30

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 CONTROL

## ReqPay12a

## Board Report

Checks Dated 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031140	09/10/2018	U.S. Bank Corporate Payment Systems	010-4300	1,480.03	
			010-5800	4,350.00	5,830.03
5009031141	09/10/2018	Vendurance	010-5800		300.00
5009031142	09/10/2018	Ventura County Office of Education	010-5800	350.00	
			010-9510	185,499.36	185,849.36
5009031143	09/11/2018	C D W GOVERNMENT, INC.	211-8250		1,641.92
5009031144	09/11/2018	Durham School Services	010-5800		27,092.22
5009031145	09/11/2018	OFFICE DEPOT	010-4300		4,713.35
5009031146	09/11/2018	U.S. Bank Corporate Payment Systems	010-4300	3,612.41	
			010-5800	2.99	3,615.40
5009031147	09/11/2018	Ventura County Office of Education	010-9510		1,311,032.00
5009031148	09/13/2018	Gena Methwin	010-6200		288.85
5009031149	09/13/2018	Leann M. Guzik	010-4300		146.62
5009031150	09/13/2018	Dana Malnzer	010-4300		240.31
5009031151	09/13/2018	Oscar G. Hernandez	010-5800		120.00
5009031152	09/13/2018	Arell G. Cruz	010-5200		23.38
5009031153	09/13/2018	Brenda Morales Bravo	010-4300		33.45
5009031154	09/13/2018	Jule Avrit	211-5800		5,175.00
5009031155	09/13/2018	SOUTHERN CALIF. EDISON	010-5620		24,734.87
5009031156	09/13/2018	FEDEX	010-5800		273.68
5009031157	09/13/2018	FOLLETT SCHOOL SOLUTIONS, INC.	010-4300		3,526.98
5009031158	09/13/2018	Hayes Graphics	010-4300		117.39
5009031159	09/13/2018	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5812		1,283.23
5009031160	09/13/2018	Mark It Place	010-4300		91.16
5009031161	09/13/2018	Medcorp Distributing Inc	211-5800		7,000.00
5009031162	09/13/2018	MJP COMPUTERS	010-5810		295.84
5009031163	09/13/2018	OFFICE DEPOT	010-4300		7,899.43
5009031164	09/13/2018	SC FUELS	010-4300	1,212.78	
			010-4300	124.91	
			130-4300	112.14	1,449.83
5009031165	09/13/2018	Steve Sunnarborg	010-5800		1,375.00
5009031166	09/13/2018	Tri-Counties Gate Council C/O LINDA CALVIN	010-5800		75.00
5009031167	09/13/2018	UNITED WATER CONSERVATION DIST.	010-5540		1,818.35
5009031168	09/13/2018	U.S. Bank Corporate Payment Systems	010-4300	5,319.46	
			010-5200	4,880.75	
			010-5800	3,873.28	14,073.49
5009031169	09/13/2018	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5800		4,944.00
5009031170	09/13/2018	VENTURA REFRIGERATION SALES & SERVICE	130-5800		770.34
5009031171	09/13/2018	VERIZON WIRELESS	010-5820		321.36

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

Page 2 of 10

ReqPay12a

Board Report

Checks for 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031172	09/17/2018	Leann M. Guzik	010-5200		82.65
5009031173	09/17/2018	ANTONIO L. MONTES DBA 101 AUTO UPHOLSTERY	010-5610		180.00
5009031174	09/17/2018	BALFOUR BEATTY CONSTRUCTION	211-8272		126,817.02
5009031175	09/17/2018	E J Harrison & Sons	010-5560		1,400.32
5009031176	09/17/2018	FOLLETT SCHOOL SOLUTIONS, INC.	010-4300		403.52
5009031177	09/17/2018	MWG MESTMAKER & ASSOCIATES	010-5450		180.00
5009031178	09/17/2018	OFFICE DEPOT	010-4300		5,905.15
5009031179	09/17/2018	Infant Massage WINC	010-5300		170.00
5009031180	09/18/2018	CADA CENTRAL	010-5200	640.00	
			010-5300	250.00	
5009031181	09/18/2018	Hughes General Engineering	010-8202		1,090.00
5009031182	09/18/2018	Blaine Kuffin	010-5800		5,950.00
5009031183	09/18/2018	Roger A Morgenthauer	010-5613		824.40
5009031184	09/18/2018	Myers, Widders, Gibson, Jones	010-5802	6,075.45	685.34
			211-5802	5,390.00	
5009031185	09/18/2018	Neo Quipson Sackay	010-5800		11,886.45
5009031186	09/18/2018	Print Xpress	010-4300		3,200.00
5009031187	09/18/2018	SISC FINANCE	010-9516	6,727.58	115.34
			010-9534	952,725.80	
			010-9537	14,818.22	
5009031188	09/18/2018	SolarWinds	010-5800		574,280.40
5009031189	09/18/2018	School Services Of California	010-5800		782.00
5009031190	09/25/2018	Pam Seligman	010-4300		3,300.00
5009031191	09/25/2018	Maria M. Hernandez	010-4300		49.53
5009031192	09/25/2018	Mariela G. Plascencia	010-4300		877.95
5009031193	09/25/2018	Josh Steiner	010-4300		100.00
5009031194	09/25/2018	Sheryl Praclado	010-4300		287.55
5009031195	09/25/2018	Jessica Zarate-Martinez	010-5200		123.77
5009031196	09/25/2018	Leann M. Guzik	010-4300		39.08
5009031197	09/25/2018	Maria Vega	010-2401		151.42
5009031198	09/25/2018	Jeanette D. Smith	010-4300		26.38
5009031199	09/25/2018	Oscar G. Hernandez	010-4300	45.28	69.39
			010-5200	100.00	
			010-5800	24.30	
5009031200	09/25/2018	Jamie L. Humphrey	010-5200		189.56
5009031201	09/25/2018	Accelerate Learning Inc	010-4300	3,508.64	31.39
			Unpaid Tax	258.80	
5009031202	09/25/2018	Aswell Trophy	010-4300		3,337.85
5009031203	09/25/2018	MRS FIGS BOOKWORM	010-4300		134.62
5009031204	09/25/2018	BrightBytes, Inc.	010-5800		234.32
5009031205	09/25/2018	Capacitor, Inc	010-5200		10,981.28
5009031206	09/25/2018	CSU CHANNEL ISLANDS	Cancelled		3,080.00
	Cancelled on 10/02/2018				2,310.00 *
5009031207	09/25/2018	E J Harrison & Sons	010-5560		7,494.86
5009031208	09/25/2018	Fry's Electronics customer #70893	010-4300		483.83

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 MONITORING  
Page 3 of 10

ReqPay12a

Board Report

Checks Dated 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031209	09/25/2018	THE GAS COMPANY	010-5530		968.33
5009031210	09/25/2018	Luis Gerardo Guillen	010-5800		600.00
5009031211	09/25/2018	John Goenell DBA Gforce Printing	010-4200	4,790.57	
			010-4300	192.60	4,983.17
5009031212	09/25/2018	HARRIS WATER CONDITIONING	010-5540		30.00
5009031213	09/25/2018	Water Walkers Inc Health-E Pro	130-5800		95.00
5009031214	09/25/2018	Jostens Renaissance	010-4300		94.20
5009031215	09/25/2018	J.W. Pepper	010-4300		2,163.60
5009031216	09/25/2018	Newman Aeronson Vaneman	010-5802		6,000.00
5009031217	09/25/2018	OFFICE DEPOT	010-4300		195.52
5009031218	09/25/2018	CITY OF OXNARD	010-5540		7,377.38
5009031219	09/25/2018	PARADIGM HEALTHCARE SERVICES	010-5800		4,735.37
5009031220	09/25/2018	PRINTECH	010-5812		3,337.50
5009031221	09/25/2018	Hector Rivera	010-5800		1,400.00
5009031222	09/25/2018	Riverpark Church	010-8650		450.00
5009031223	09/25/2018	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-5800		4,078.94
5009031224	09/25/2018	Ron O'Brien Bus Specialist	010-5800		300.00
5009031225	09/25/2018	SC FUELS	010-4300	4,166.82	
			010-4300	488.86	
			130-4300	121.08	4,724.64
5009031226	09/25/2018	SCHOOOLDUDE.COM	010-5800		3,789.86
5009031227	09/25/2018	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-8650		34,106.00
5009031228	09/25/2018	Ventura County Office of Education	010-5100	18,983.89	
			010-5800	1,410.78	18,374.61
5009031229	09/25/2018	XEROX CORPORATION	010-5812		200.43
5009031230	09/25/2018	Ralph Cordova	010-4300		454.42
5009031231	09/25/2018	A4E	211-6219		3,024.78
5009031232	09/25/2018	Aswell Trophy	010-4300		808.35
5009031233	09/25/2018	Bertrand Music	010-4300	2,674.32	
			010-5800	194.39	2,868.71
5009031234	09/25/2018	CADA CENTRAL	010-5800		440.00
5009031235	09/25/2018	California Sport Design	010-4300		346.59
5009031236	09/25/2018	CASP	010-5200		370.00
5009031237	09/25/2018	C D W GOVERNMENT, INC.	010-4300	5,112.77	
			010-4400	4,990.41	
			010-5800	689.80-	9,413.68
5009031238	09/25/2018	CSTA	010-5200		250.00
5009031239	09/25/2018	FOLLETT SCHOOL SOLUTIONS, INC.	010-4140		1,357.44
5009031240	09/25/2018	William Venegas Hip Hop Mindset	010-5800		2,940.00
5009031241	09/25/2018	KONICA MINOLTA PREMIER FINANCE	010-5812		743.65
5009031242	09/25/2018	Stemscopes	010-4300	3,942.84	
			Unpaid Tax	283.59-	3,659.25

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



ReqPay12a

Board Report

Checks Dated 09/07/2018 through 10/09/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031243	09/26/2018	Tax Deferred Services Corporate Office Suite 209	010-9539		94,493.00
5009031244	09/26/2018	U.S. Bank Corporate Payment Systems	010-4300		599.29
5009031245	09/26/2018	VENTURA COUNTY SCHOOL BOARD	010-5200	80.00	
5009031245	09/26/2018	Ventura County Office of Education	010-5300	200.00	200.00
5009031247	09/26/2018	XEROX CORPORATION	010-5200		120.00
5009031248	09/27/2018	Aswell Trophy	010-5612		2,790.00
5009031249	09/27/2018	Atkinson, Anderson, Loya, Ruid & Rene	010-4300		521.51
5009031250	09/27/2018	Calif School Empl Assoc., #329	010-5802		3,203.75
5009031251	09/27/2018	California Sport Design	010-9539		7,747.70
5009031252	09/27/2018	CETPA	010-4300		1,672.36
5009031253	09/27/2018	California Teachers Assoc.	010-5200		780.00
5009031254	09/27/2018	TOLEDO PHYSICAL EDUCATION SUPPLY CO INC	010-9539		25,912.90
5009031255	09/27/2018	Ventura County Office of Education	010-4300		109.99
			010-5100	892.81	
			010-5800	73.42	
5009031256	10/01/2018	Gilbert Accata	010-3710		958.23
5009031257	10/01/2018	Maria Accata	010-3710		2,172.00
5009031258	10/01/2018	Marylou Alnati	010-3710		2,172.00
5009031259	10/01/2018	SALLY ALVARADO	010-3710		2,172.00
5009031260	10/01/2018	BARBARA ALVIDRIZ	010-3710		2,172.00
5009031261	10/01/2018	Maria Angeles	010-3710		2,172.00
5009031262	10/01/2018	Wayne Antebus	010-3710		2,172.00
5009031263	10/01/2018	Sharon Ballman	010-3710		2,172.00
5009031264	10/01/2018	Maria Beritiz	010-3710		2,172.00
5009031265	10/01/2018	SHIRLEY BROWN	010-3710		2,172.00
5009031266	10/01/2018	Julie Burchmore	010-3710		2,172.00
5009031267	10/01/2018	Carmen Carrillo	010-3710		2,172.00
5009031268	10/01/2018	Jonathan Castillo	010-3710		2,172.00
5009031269	10/01/2018	GAYLE COLEMAN	010-3710		2,172.00
5009031270	10/01/2018	Teresa Blanca Contreras	010-3710		2,172.00
5009031271	10/01/2018	John Cort	010-3710		2,172.00
5009031272	10/01/2018	Arla B Crane	010-3710		2,172.00
5009031273	10/01/2018	Kathleen Crowe	010-3710		2,172.00
5009031274	10/01/2018	David Davidson	010-3710		2,172.00
5009031275	10/01/2018	LaVerna Edger	010-3710		2,172.00
5009031276	10/01/2018	Catharina Egebeza	010-3710		2,172.00
5009031277	10/01/2018	Carolee Felch	010-3710		2,172.00
5009031278	10/01/2018	Jeanne Foster	010-3710		2,172.00
5009031279	10/01/2018	KATHLEEN FRANKLIN	010-3710		2,172.00
5009031280	10/01/2018	Suzanne Frank	010-3710		2,172.00
5009031281	10/01/2018	Ruth Fraser	010-3710		2,172.00
5009031282	10/01/2018	JARREL FULLER	010-3710		2,172.00

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.

ESCAPE ONLINE

Page 5 of 10

## ReqPay12a

## Board Report

Checks Dated 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031283	10/01/2018	Claudene Garmon	010-3710		2,172.00
5009031284	10/01/2018	Sharon Gibson	010-3710		2,172.00
5009031285	10/01/2018	Geoff Godfrey	010-3710		2,172.00
5009031286	10/01/2018	Marie L. Godinez	010-3710		2,172.00
5009031287	10/01/2018	Helene Gollub	010-3710		2,172.00
5009031288	10/01/2018	CAROLYN GRACE	010-3710		2,172.00
5009031289	10/01/2018	Suean Hamada	010-3710		2,172.00
5009031290	10/01/2018	Milton R. Hamon	010-3710		2,172.00
5009031291	10/01/2018	Jean Kailer	010-3710		2,172.00
5009031292	10/01/2018	Harold Kennedy	010-3710		2,172.00
5009031293	10/01/2018	Jo Ann Kennedy	010-3710		2,172.00
5009031294	10/01/2018	Georgia Kema	010-3710		2,172.00
5009031295	10/01/2018	LAURA KRALL	010-3710		2,172.00
5009031296	10/01/2018	Meredith Kruger	010-3710		2,172.00
5009031297	10/01/2018	RENEE LANE	010-3710		2,172.00
5009031298	10/01/2018	Christina Leonard	010-3710		2,172.00
5009031299	10/01/2018	CONNIE LOWELI	010-3710		2,172.00
5009031300	10/01/2018	BEN LUCE	010-3710		2,172.00
5009031301	10/01/2018	Marcia Marino	010-3710		2,172.00
5009031302	10/01/2018	Joan Mayeda	010-3710		2,172.00
5009031303	10/01/2018	Shirley McCafferty	010-3710		2,172.00
5009031304	10/01/2018	Virginia Nedeleff	010-3710		2,172.00
5009031305	10/01/2018	Phil Otero	010-3710		2,172.00
5009031306	10/01/2018	RUDY PALAZUELOS	010-3710		2,172.00
5009031307	10/01/2018	Pattie R. Thompson	010-3710		2,172.00
5009031308	10/01/2018	YVONNE RAILEY	010-3710		2,172.00
5009031309	10/01/2018	Jose Rodriguez	010-3710		2,172.00
5009031310	10/01/2018	SALLIE SANCHEZ	010-3710		2,172.00
5009031311	10/01/2018	Darlana Senros	010-3710		2,172.00
5009031312	10/01/2018	Linda Shaffer	010-3710		2,172.00
5009031313	10/01/2018	Andrea Shaub	010-3710		2,172.00
5009031314	10/01/2018	John Sherk	010-3710		2,895.00
5009031315	10/01/2018	LYNN SILVEIRA	010-3710		2,172.00
5009031316	10/01/2018	CAROL SPRACKLEN	010-3710		2,172.00
5009031317	10/01/2018	BEVERLY STARK	010-3710		2,172.00
5009031318	10/01/2018	ROY SWICKARD	010-3710		2,172.00
5009031319	10/01/2018	Virginia Swickard	010-3710		2,172.00
5009031320	10/01/2018	Eleanor Syrett	010-3710		2,172.00
5009031321	10/01/2018	Gwen Thomas	010-3710		2,172.00
5009031322	10/01/2018	HELEN TORRES	010-3710		2,172.00
5009031323	10/01/2018	Christina Valdivia	010-3710		2,172.00
5009031324	10/01/2018	Lenora Welnerth	010-3710		2,172.00
5009031325	10/01/2018	Darylene Williams	010-3710		2,172.00
5009031326	10/01/2018	Shiela Williams	010-3710		2,172.00
5009031327	10/01/2018	Sharlene Wilson	010-3710		2,172.00
5009031328	10/01/2018	Mike Wittin	010-3710		2,172.00

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.

ESCAPE	ONLINE
--------	--------

Page 6 of 10

Check Number	Check Date	Pay to the Order of	Fund-Object	Expense Amount	Check Amount
5009031329	10/01/2018	Sandra Morales	010-4300		102.00
5009031330	10/01/2018	Yesenia Viera	010-4300		102.00
5009031331	10/01/2018	Kimberly Landberg	010-4300		1,049.05
5009031332	10/01/2018	Melissa Navarrete	010-5200		54.28
5009031333	10/01/2018	Katrin Meyer-Gomes	010-4300		205.02
5009031334	10/01/2018	Rachel L. Stephenson	010-4300		300.00
5009031335	10/01/2018	2500 Vinyard Ave, LLC c/o Essex Realty Management	490-5800		19,593.19
5009031336	10/01/2018	Anderson Systems	211-8201		79,800.81
5009031337	10/01/2018	Apple Inc.	010-4300		3,271.73
5009031338	10/01/2018	A&E	211-8219		23,467.70
5009031339	10/01/2018	AVID CENTER	010-5200		2,365.00
5009031340	10/01/2018	Center Glass Co	211-8201		205,732.00
5009031341	10/01/2018	Channel Islands Roofing, Inc.	211-8201		40,071.00
5009031342	10/01/2018	David Taussig & Assoc. Inc	010-5800		972.99
5009031343	10/01/2018	DELL MARKETING L.P. C/O DELL USA LP	010-4400		1,759.98
5009031344	10/01/2018	Demco	010-4300		300.98
5009031345	10/01/2018	Discount School Supply	010-4300		231.20
5009031346	10/01/2018	SOUTHERN CALIF. EDISON	010-5520		4,086.31
5009031347	10/01/2018	ESGI	010-5800		552.00
5009031348	10/01/2018	FAGEN FRIEDMAN & FULFROST, LLP	010-5200		195.00
5009031349	10/01/2018	FEDEX	010-5800		88.12
5009031350	10/01/2018	Fence Factory	211-8201		42,367.63
5009031351	10/01/2018	Flaghouse, Inc.	010-4300		543.78
5009031352	10/01/2018	Floored Tile & Stone, Inc	211-8201		29,830.00
5009031353	10/01/2018	FOLLETT SCHOOL SOLUTIONS, INC.	010-4300	9,394.20	
5009031354	10/01/2018	THE GAS COMPANY	010-5800	8,340.00	10,204.20
5009031355	10/01/2018	Carlo Andre Godoy dba Godoy Studios	010-5830		193.85
5009031356	10/01/2018	GOPHER SPORTS	010-5800		445.00
5009031357	10/01/2018	Graphids Art Supplies	010-4300		201.46
5009031358	10/01/2018	Hand2mind Inc	010-4300		936.22
5009031359	10/01/2018	Learning Without Tears	010-4300		637.34
5009031360	10/01/2018	HARRIS WATER CONDITIONING	010-4300		199.80
5009031361	10/01/2018	Houghton Mifflin Harcourt	010-5540		18.75
5009031362	10/01/2018	JPI Development Group Inc.	010-4300		2,751.17
5009031363	10/01/2018	Junior Steel Co.	211-8201		37,533.00
5009031364	10/01/2018	K & Z Cabinet Cpo. Inc.	211-8201		83,948.25
5009031365	10/01/2018	LAKE SHORE	211-8201		20,952.25
5009031366	10/01/2018	Lakeshore	010-4300		1,823.87
5009031367	10/01/2018	Lawrence Media DBA Lawrence Media Interactive	010-4300		5,607.10
5009031368	10/01/2018	LAZEL	010-5800		4,680.00
					8,093.70

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



ReqPay12a

Board Report

Checks Dated 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031369	10/01/2018	Lego Education	010-4300		365.16
5009031370	10/01/2018	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	1,782.90	
			010-5800	2,971.49	4,754.39
5009031371	10/01/2018	MJP COMPUTERS	010-4300		2,588.00
5009031372	10/01/2018	N2Y, LLC	010-4300		248.85
5009031373	10/01/2018	Nee Quelson Sackey	010-5800		2,824.39
5009031374	10/01/2018	Pacific West Communities, Inc	490-5800		7,500.00
5009031375	10/01/2018	Painting & Decor, Inc.	211-6201	95,266.50	
			211-9510	43,667.20	138,933.70
5009031376	10/01/2018	Piems Landscapes, Inc	211-9201		64,166.61
5009031377	10/01/2018	Pioneer Chemical Co	010-4325		11,697.65
5009031378	10/01/2018	Preferred Ceilings	211-6201		3,119.80
5009031379	10/01/2018	Professional Security Guard	211-5800		7,800.00
5009031380	10/01/2018	Rio School District	010-5200	495.00	
			211-6220	3,136.50	3,631.50
5009031381	10/01/2018	Standard Drywall, Inc.	211-6201		491,216.56
5009031382	10/01/2018	Star Hardware, Inc	211-6201		26,759.60
5009031383	10/01/2018	Steve Sunnarborg	010-5813	708.38	
			010-5800	4,658.14	5,366.50
5009031384	10/01/2018	TAFT ELECTRIC	211-6201		648,497.11
5009031385	10/01/2018	Timera Link	010-5800		788.26
5009031386	10/01/2018	Broadview Networks	010-5800		7,515.93
5009031387	10/01/2018	Dr. Elizabeth Yeager	010-5800		2,442.75
5009031388	10/02/2018	Jessie Ramirez	010-5200		66.49
5009031389	10/02/2018	BSN Sports	010-4300		616.25
5009031390	10/02/2018	Chops Percussion	010-4300	4,044.00	
			010-4400	511.00	4,555.00
5009031391	10/02/2018	CORNWALL SECURITY SERVICES	010-5800		2,310.00
5009031392	10/02/2018	FOOD SHARE, INC.	010-4300		163.56
5009031393	10/02/2018	GOPHER SPORTS	010-4300		8,785.74
5009031394	10/02/2018	KYA Services, LLC	211-6201		143,803.88
5009031395	10/02/2018	Lakeshore	010-4300		96.94
5009031396	10/02/2018	Learning Priority, Inc	010-5800		4,950.00
5009031397	10/02/2018	The Math Learning Center	010-4140		36,980.84
5009031398	10/02/2018	MAXIM STAFFING SOLUTIONS	010-5800		21,055.20
5009031399	10/02/2018	MEIS	010-4300		3,232.59
5009031400	10/02/2018	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800		4,806.81
5009031401	10/02/2018	Mybinding	010-5800		825.00
5009031402	10/02/2018	THE MASTER TEACHER	010-4300	1,308.21	
			Unpaid Tax	90.33	1,217.88
5009031403	10/02/2018	Venture County Office of Education	010-5200	106.00	
			010-5904	785.00	901.00
5009031404	10/03/2018	Juliana Alvarez	010-4300		65.34
5009031405	10/03/2018	Courtney A. Downing	010-4300		6.87
5009031406	10/03/2018	Juli Awit	211-6300		6,380.00

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.

ESCAPE

Page 8 of 10

Checks dated 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expense Amount	Check Amount
5009031407	10/03/2018	BALFOUR BEATTY CONSTRUCTION	211-8272	130,638.00	
5009031408	10/03/2018	C D W GOVERNMENT, INC.	211-8275	1,919.02	132,557.02
5009031409	10/03/2018	Carlo Andre Godoy dba Godoy Studios	211-8400		4,830.39
5009031410	10/03/2018	William Venegas Hip Hop Mindset	010-5800		6,495.37
5009031411	10/03/2018	Blaine Kulin	010-5800		3,360.00
5009031412	10/03/2018	The Math Learning Center	010-4140		659.52
5009031413	10/03/2018	MCCARTY & SON'S TOWING	010-5800		2,891.71
5009031414	10/03/2018	MONTGOMERY HARDWARE CO.	010-4300	352.49	403.30
			010-4335	874.89	
			010-5810	739.17	1,966.55
5009031415	10/03/2018	Ox Blue	010-5800		699.00
5009031416	10/03/2018	Hector Rivara	010-5800		1,750.00
5009031417	10/03/2018	SC FUELS	010-4300	1,790.87	
			010-4360	126.93	1,917.80
5009031418	10/03/2018	United Site Services	211-9510		495.27
5009031419	10/03/2018	U.S. Bank Corporate Payment Systems	010-4300	9,489.71	
			010-5200	1,239.36	
			010-5600	1,278.88	
			010-5800	240.00	
			010-9510	479.94	
			130-4300	2,029.90	14,757.79
5009031420	10/03/2018	Ventura County Office of Education	010-5800		13,491.00
5009031421	10/04/2018	Bridgett James	130-8824		30.00
5009031422	10/04/2018	Cameron L. Ohl	010-4300		13.29
5009031423	10/04/2018	Ryan Emery	010-5200		119.18
5009031424	10/04/2018	ACSA FOUNDATION FOR EDUCATIONAL ADMINISTRATION	010-5300		6,147.98
5009031425	10/04/2018	CONTINUING DEVELOPMENT INC.	010-5100	425.45	
			010-5300	542.55	938.00
5009031426	10/04/2018	Earth Systems Consultants	211-6280		55,966.00
5009031427	10/04/2018	M/M Mechanical Inc.	010-5610		7,943.00
5009031428	10/04/2018	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5300		2,837.70
5009031429	10/04/2018	NICK RAIL MUSIC	010-4300		6,797.95
5009031430	10/04/2018	ORANGE COUNTY DEPARTMENT OF EDUCATION-PROJECT GLAD	010-5200		1,149.95
5009031431	10/04/2018	OTC BRANDS, INC.	010-4300	220.75	
			Unpaid Tax	15.80	204.87
5009031432	10/04/2018	POWER EQUIPMENT CENTER	010-4360		584.49
5009031433	10/04/2018	PEARSON EDUCATION, INC.	010-4140	12,520.01	
			010-4300	10,157.94	22,677.95
5009031434	10/04/2018	Pearson Education	010-4140		4,837.12
5009031435	10/04/2018	PEARSON EDUCATION	010-4300		3,003.73
5009031436	10/04/2018	PERMA BOUND	010-4300		5,914.08

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.

Checks Dated 09/07/2018 through 10/08/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031437	10/04/2018	POSITIVE PROMOTIONS	010-4300		1,238.22
5009031438	10/04/2018	PROGRESS PUBLICATIONS	010-4300		711.16
5009031439	10/04/2018	Remind101, Inc	010-5800		5,400.00
5009031440	10/04/2018	School Datebooks, Inc.	010-4300		5,416.72
5009031441	10/04/2018	School Outfitters	010-4300		2,604.26
5009031442	10/04/2018	SERVICE PRO-FIRE PROTECTION	010-5800		3,924.00
5009031443	10/04/2018	School Specialty	010-4300		1,742.61
5009031444	10/04/2018	Studies Weekly	010-4300		1,422.90
5009031445	10/04/2018	SUNESYS QUANTA RECEIVABLES LP	010-5800		7,902.46
5009031446	10/04/2018	United Site Services	211-6275	2,202.45	
			211-8610	47.91	2,250.36
<b>Total Number of Checks</b>			<b>345</b>		<b>5,884,760.22</b>

	Count	Amount
Cancel	3	35,970.60
Net Issue		<u>5,848,729.62</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	301	3,249,537.76
130	Cafeteria Fund	14	108,818.77
211	Building Fund	31	2,488,004.26
489	Capital Projects Fund for Elen	2	27,033.19
<b>Total Number of Checks</b>		<b>342</b>	<b>5,849,391.98</b>
<b>Less Unpaid Tax Liability</b>			<b>682.36-</b>
<b>Net (Check Amount)</b>			<b><u>5,848,729.62</u></b>

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

ESCAPE CONTINUED

**10.6**







**Agenda Item Details**

Meeting	Oct 17, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 18/19 Rio Rosales Bell Schedule
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the changes to the <b>Rio</b> Rosales 18/19 bell schedule.
Goals	<p><b>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</b></p> <p><b>Goal 1-Improved student achievement at every school and every grade in all content areas</b></p>

**Public Content**

Speaker: Carolyn Bernal

**Rationale:** Rio Rosales has made changes to their rainy day schedule in order to accommodate the students and ensure there is adequate space and supervision on rainy days. Each lunch is now 35 minutes which meets teacher contractual requirements as well as maintains instructional minute requirements per Ed Code and contract.

[201819RosalesBellSchedule.pdf \(325 KB\)](#)

**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 Rosales Elementary School  
 1001 Kohala Street  
 Phone: (805) 983-0277 Fax: (805) 983-0617  
**2018-2019 Bell Schedule**

### TRANSITIONAL KINDERGARTEN

From August 21, 2018 – October 31, 2018, all TK students will attend for 230 instructional minutes per day and be released at 12:40pm.  
 \*\*Beginning November 1, 2017, small groups of students will receive 30 minutes of additional instruction. The selection will be based on teacher assessments and observation. All students will have the opportunity to participate in the small group intervention.

**(230 Instructional Minutes)**

8:00	Warning Bell
8:10	Class Begins
8:10 – 11:10	(180) Instruction
11:10 – 11:50	(40) Lunch/Recess
11:50 – 12:40	(50) Instruction
12:40 – 1:10	(30) Intervention Support -beginning 11/01/2018 for identified students only

### KINDERGARTEN

Kindergarten will be on a shortened day schedule everyday through October 31, 2018 attending 8:10a– 1:10p daily (260 Instructional Minutes with a 40 minute lunch). The Regular and Minimum Day Schedule will begin on November 1, 2018. Please look at the District Calendar closely for a list of all other minimum days.

**SHORTENED DAY - K**

**(260 Instructional Minutes)**

8:05	Warning Bell
8:10	Class Begins
8:10-11:10	(180) Instruction
11:10-11:50	(40) Lunch
12:30-1:10	(40) Instruction

**REGULAR DAY - K**

**(302 instructional Minutes)**

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

**MINIMUM DAY - K**

**(230 Instructional Minutes)**

8:05	Warning Bell
8:10	Class Begins
8:10-9:50	(100) Instruction
9:50-10:05	(15) Recess
10:05-11:10	(75) Instruction
11:10-11:50	(40) Lunch
12:00-12:55	(55) Instruction

### FIRST GRADE

**REGULAR DAY (302 Instructional minutes)**

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

**MINIMUM DAY (230 Instructional Minutes)**

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class begins
8:10 – 10:10	(120) Instruction
10:10 – 10:25	(15) Recess
10:25 – 11:35	(70) Instruction
11:35 – 12:15	(30) Lunch/Recess
12:15 – 12:55	(40) Instruction

Supervision on the playground begins at 8:00 a.m. / Breakfast is served from 7:40-8:05 a.m.



Rio Rosales Elementary School  
1001 Kohala Street  
Phone: (805) 983-0277 Fax: (805) 983-0617  
**2018-2019 Bell Schedule**

**SECOND AND THIRD GRADE**

**REGULAR DAY** (302 instructional Minutes)

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

**MINIMUM DAY** (230 instructional minutes)

7:40-8:05	Breakfast
8:05	Warning Bell
8:10	Class Begins
8:10-10:10	(120) Instruction
10:10-10:25	(15) Recess
10:25-11:50	(95) Instruction
11:50 -12:30	(40) Lunch/Recess
12:40-12:55	(15) Instruction

**FOURTH AND FIFTH GRADE**

**REGULAR DAY** (339 instructional Minutes)

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

**MINIMUM DAY** (240 instructional minutes)

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

**Inclement Weather Lunch Schedule**

Kindergarten 11:00 -11:35 a.m. (35)  
1<sup>st</sup> Grade 11:10-11:45 p.m. (35)  
2<sup>nd</sup> & 3<sup>rd</sup> Grades 11:45 -12:20 p.m. (35)  
4<sup>th</sup> & 5<sup>th</sup> Grades 12:25-1:00 p.m. (35)

Supervision on the playground begins at 8:00 a.m. / Breakfast is served from 7:40-8:05 a.m.