



**SCHOOL**  

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**DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**ANNUAL ORGANIZATIONAL BOARD  
MEETING**

**December 12, 2018**

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

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

**Board of Education  
Felix Eisenhauer, DMA, President  
Eleanor Torres, Clerk  
Joe Esquivel  
Edith Martinez-Cortes  
Linda Aguilar**



2.0





**Wednesday, December 12, 2018**  
**RSD Annual Organization Board Meeting**

**3300 Cortez Street**  
**Oxnard, CA 93036**

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

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1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

**2. Approval of the Agenda**

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2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

**3. Public Comment-Closed Session**

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

**4. Closed Session**

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4.1 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: 1800 North Solar Drive, Oxnard, CA 93030 (Ventura County Assessor Parcel No. 213-0-070-045) Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Thatch, Inc. and Oxnard Union High School District Under negotiation: Price and terms of payment.

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

4.3 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Agreement for Expulsion Student No. 6009121

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

4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/19 and 2019/2020

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

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5.1 Reconvene Open Session and Closed Session Report

**6. Annual Organization**

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6.1 Election of Board President

6.2 Election of Clerk of the Board

6.3 Certification of Signatures

6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization

6.5 Approval of the Board Calendar of Regular Board Meeting for 2018 and revised Board Bylaw 9320 Meetings and Notices

## **7. Public Hearing**

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7.1 Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit

## **8. Presentations/Recognitions**

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8.1 California STEAM Symposium Student Showcase Presentation

## **9. Communications**

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9.1 Acknowledgement of Correspondence to the Board

9.2 Board Member Reports

9.3 Organizational Reports-RTA/CSEA/Other

9.4 Superintendent Report

9.5 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.

## **10. Information**

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10.1 Business Services Report

10.2 Annual Developer Fee Report FY 2017/2018

## **11. Discussion/Action**

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11.1 Annual Report of the Measure G Citizen's Bond oversight Committee Fiscal Year Ending June 30, 2018

11.2 Approval of Resolution 1819/09 Declaring the Results of the School Bond Election Held November 6, 2018

11.3 Approval of Resolution 1819/11 of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit

11.4 Resolution 1819/10 Declaring Official Intent to Reimburse Certain Expenditures from Measure L Bond Proceeds

11.5 Authorization for Superintendent and Assistant Superintendent of Business Services to Close Escrow for the Acquisition of 1800 Solar Drive Oxnard CA in Conjunction with Oxnard Union High School District

11.6 Approval of the Memorandum of Understanding Between Rio School District and Child Development Resources of Ventura County

11.7 Approval of the First Interim Budget

## **12. Consent**

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12.1 Approval of Consent Agenda

12.2 Approval of the Minute of the Regular Board Meeting of November 15, 2018

12.3 Approval of the Donation Report

12.4 December Personnel Report

12.5 2019/2020 RSD Open Enrollment Dates

12.6 Ratification of the Commercial Warrant

12.7 Ratification of Student Transportation Contracts with Durham School Services, L.P.

12.8 eRate RFP for a caching server to add to district network

12.9 eRate RFP for connecting 1800 Solar Drive to the district fiber network

12.10 Purchasing 25 Promethean ActivePanel V6 65" interactive screens for the 25 classrooms at Rio Plaza.

12.11 Purchasing 2350 Chromebooks to achieve 1 to 1 across the district and to replace the year 5 student netbooks on grades 3, 5, 6 and 8 and to achieve an average of 60 devices.

12.12 Approval of Change Order with Kamran and Company for the added cost for substituted stoves at Rio Del Sol.

12.13 Approval of Change Order with Center Glass for the additional window at Rio Del Sol

12.14 Approval of Change Order with Anderson Systems for additional work added to the original contract.

12.15 Approval of Change Order with Standard Drywall for changes in scope of work at Rio Del Sol

12.16 Approval of Change Order with Junior Steel

12.17 Approval of Change Order with Fence Factory

12.18 Approval of Change Order from American Integrated Resources

12.19 Approval of Change Order with Taft Electric

### **13. Organizational Business**

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13.1 Future Meeting Dates: Special Board Meeting December 19, 2018

13.2 Future Items for Discussion

### **14. Adjournment**

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4.1



**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	4. Closed Session
Subject	4.1 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: 1800 North Solar Drive, Oxnard, CA 93030 (Ventura County Assessor Parcel No. 213-0-070-045) Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Thatch, Inc. and Oxnard Union High School District Under negotiation: Price and terms of payment.
Access	Public
Type	Discussion

**Public Content**

Speaker:

Rationale:

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



4.2



**Agenda Item Details**

**Meeting** Dec 12, 2018 - RSD Annual Organization Board Meeting

**Category** 4. Closed Session

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

**Access** Public

**Type**

**Public Content**

Speaker:

Rationale:

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











**Agenda Item Details**

Meeting Dec 12, 2018 - RSD Annual Organization Board Meeting

Category 4. Closed Session

Subject 4.3 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Agreement for Expulsion Student No. 6009121

Access Public

Type Action

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**









**Agenda Item Details**

Meeting Dec 12, 2018 - RSD Annual Organization Board Meeting

Category 4. Closed Session

Subject 4.4 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





4.5





**Agenda Item Details**

Meeting Dec 12, 2018 - RSD Annual Organization Board Meeting

Category 4. Closed Session

Subject 4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/19 and 2019/2020

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



6.1



**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.1 Election of Board President
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval

**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

The Governing Board will accept nominations for the position of Board President FY 2018.

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





6.2



**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.2 Election of Clerk of the Board
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval.

**Public Content**

Speaker: SuperIntendent Puglisi

**Rationale:**

The Governing Board will accept nominations and vote for the position of the Clerk of the Board FY 2018.

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



6.3



**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.3 Certification of Signatures
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends the approval of the Certification of Signatures

**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

The Governing Board will vote on the Certification of Signatures for the new board members and positions.

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





6.4



**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval.

**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

The Governing Board will accept nomination and vote for the position of School Board Representative.

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



6.5





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.5 Approval of the Board Calendar of Regular Board Meeting for 2018 and revised Board Bylaw 9320 Meetings and Notices
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the Board Calendar of Regular Board Meeting for 2019 and possible revision of Board Bylaw 9320 Meetings and Notices.
Goals	<p><b>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</b></p> <p><b>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</b></p> <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> <p><b>Goal 1-Improved student achievement at every school and every grade in all content areas</b></p>

### Public Content

Speaker: Superintendent Puglisi

#### Rationale:

The Governing Board will have the opportunity to revise the meeting days and times they meet for board meetings in 2019. Board Bylaw 9320 will need to be revised to reflect any changes. The Governing Board will also vote to adopt a calendar of meetings for 2019.

If the the Governing Board wishes to continue with the third Wednesday of the the month the following dates are proposed.

January 16, 2019  
 February 20, 2019  
 March 20, 2019  
 April 24, 2019  
 May 15, 2019  
 June 5 and 26, 2019  
 July (Dark)  
 August 21, 2019  
 September 18, 2019  
 October 16, 2019  
 November 13, 2019

December 11, 2019 (Annual Organizational Meeting)

Closed session at 5:00 p.m. and open session to follow at 6:00 p.m.

**Administrative Content**

**Executive Content**



7.1





**Agenda Item Details**

Meeting Dec 12, 2018 - RSD Annual Organization Board Meeting

Category 7. Public Hearing

Subject 7.1 Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

[Rio Staff Report \(Proposal\).docx \(37 KB\)](#)

**Administrative Content**

**Executive Content**



RIO ELEMENTARY SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

**Please take Notice that a Public Hearing on a Proposed Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit will be held as follows:**

The hearing will take place on December 12, 2018 at the Board's meeting in the District Office located at 3300 Cortez Street, Oxnard, California. The reconvened open session of the Board's meeting will start on or about 6:00 p.m. It is anticipated that this public hearing will be held shortly thereafter.

The purpose of this hearing is for the Board to consider granting staff the authority to submit a waiver of the District's statutory bonding limit to the State Board of Education. Pursuant to the requirements of California Education Code section 33050, the District seeks a waiver of its bonding capacity in order to issue general obligation bonds approved by the voters under Measure L at the November 6, 2018 election.

The Board invites all those interested in this matter to provide comments during the hearing.

A copy of the proposed resolution is available on the District's website at <http://rioschools.org/board-of-trustee/meeting-agendas-and-minutes/>.

Dated: December 3, 2018

John Puglisi  
Secretary of the Board



10.1







**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	10. Information
Subject	10.1 Business Services Report
Access	Public
Type	Information

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Mr. Saleh will update the Governing Board on the following:

- Leadership Entry Report

**Administrative Content**

**Executive Content**



**10.2**



**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	10. Information
Subject	10.2 Annual Developer Fee Report FY 2017/2018
Access	Public
Type	Information

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

Education Code Section 66006(b) requires school districts to make public a report on the developer fees within 180 days after the end of the fiscal year. It is required that the Board review the report at a public meeting at least 15 days after the information is available. The attached report was posted November 30, 2018 at the Rio School District, 2500 E. Vineyard Avenue, Oxnard, Ca 93036 for public information.

On July 1, 2017, the district started the year with a fund balance of \$727,481.25. The district generated total revenue of \$462,073.71, which was made up of \$22,764.16 in developer fees and \$10,090.70 in interest, and \$429,218.85 from RDA: Hero. The district spent \$246,711.61 on various projects, which is detailed out on the attached summary. On June 30, 2018, the district ended with \$942,843.35 in fund balance.

[Annual Developer Fees.pdf \(13 KB\)](#)

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



**Rio School District  
Annual Developer Fee Report  
For the Fiscal Year Ended June 30, 2018**

**Beginning Balance as of July 1, 2017**

**727,481.25**

**Revenues**

Developer Fees- Residential	4,928.56	
Developer Fees- Commercial	17,835.60	
RDA: Hero	429,218.85	
Interest Income	10,090.70	
	10,090.70	

**462,073.71**

**Expenditures**

Furniture	31%	76,378.30
Leases of Classroom Portables- Rio Lindo	10%	23,800.00
Leases of Classroom Portables-Rio Plaza	4%	8,800.00
Leases of Classroom Portables-Rio Real	9%	22,000.00
Leases of Classroom Portables-Rio del Norte	4%	8,800.00
Zion and U.S. Bank Administrative Fees	2%	4,850.00
Facilities Needs Analysis	3%	8,500.00
Sage Institute Oversight/Program Planning	29%	72,000.00
Attorney's Fees	3%	6,995.81
Services for New Building A4E	2%	5,330.00
Hoffman Appraisal Services	4%	9,257.50
	100%	246,711.61

**246,711.61**

**Ending Balance as of June 30, 2018**

**942,843.35**





**11.1**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	11. Discussion/Action
Subject	11.1 Annual Report of the Measure G Citizen's Bond oversight Committee Fiscal Year Ending June 30, 2018
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the Annual Report for Measure G Citizen's Bond Oversight Committee Fiscal Year ending June 30, 2018.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

### Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale: Each year, the Citizen's Oversight Committee Oversees the Annual Report for the Prior Fiscal Year's Expenditures related to the Measure G Bond. On November 27, 2018, the Committee met and reviewed the Report and the Report was approved. The Report reviews the proceeds from the bond that were used for the purpose set forth in the Measure G; No Bond proceeds were used for any teacher or administrative salaries or other operating expenses; and The District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

[Annual Report of Measure G 11-27-18.pdf \(120 KB\)](#)

### Administrative Content

### Executive Content



**RIO SCHOOL DISTRICT**

**ANNUAL REPORT OF THE MEASURE G**  
**CITIZEN'S BOND OVERSIGHT COMMITTEE**  
**FISCAL YEAR ENDING JUNE 30, 2018**

**TO THE BOARD OF EDUCATION**

**DECEMBER 12, 2018**

**MEASURE G CITIZEN'S BOND OVERSIGHT COMMITTEE REPORT  
DECEMBER 12, 2018  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

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**Board of Trustees (the "Board")  
Rio School District (the "District")  
Oxnard, California**

**Dear Members of the Board:**

The Measure G Citizens' Bond Oversight Committee (the "Measure G Committee" or the "Committee") respectfully submits its first annual report to the Board, for the fiscal year ended June 30, 2018:

- I. **The Establishment and Operation of the Committee:** The Measure G Committee was established by the Board, on May 14, 2015.
- II. **Purposes of Committee and Limitations of Report:** As stated in its Bylaws, the Measure G Committee was established by the Board to satisfy the accountability requirements of Prop 39 with regard to the Measure G. Bonds, approved at the election conducted January 21, 2015, (the "Measure G"), of up to \$38,500,000.00 (the "Bond Proceeds"). This report is limited by various material restrictions on the Committee's legal capacity and activities, as stated in its Bylaws, as follows:
  - A. The Measure G Committee does not have independent legal capacity from the District;
  - B. May only receive copies of reports and documents which have been previously presented to the Board and which are public records; and
  - C. Only has duties and can only engage in activities that are confined specifically to the Bond Proceeds generated under Measure G, (and as otherwise provided for in its Bylaws), *and this report is so limited.*
- III. **Summary of Measure G Committee's Proceedings and Activities for the Preceding Year:**
  - A. **All Required Meetings Held:** The Committee hereby reports that it has met all of the requirements contained in its Bylaws to hold regular public meetings and that all of its business and member votes (including, but not limited to, with regard to the approval and adoption of this report), were taken with the required quorum of a majority of the Committee members. All of the following meetings were open to the public and held within the boundaries of the District and, on information and belief, were duly noticed by the District and in accordance with the *Ralph M. Brown Act*, Government Code Section 54590 *et seq*:

<u>Date</u>	<u>Place</u>
September 27, 2017	Rio School District Office
January 24, 2018	Rio Del Sol, K-8 Campus
April 25, 2018	Rio School District Office

**B. Summary of Authorized Activities of the Committee:** Attached hereto as **Exhibit "1"** and incorporated herein by this reference are true and correct copies of the minutes of the meetings of the Committee (*the "Minutes"*). The Minutes provide some of the details of the actions and activities of the Committee during the past year. With regard to any reference to any reports and documents received and reviewed by the Committee, the District has indicated that all such documents were provided by the District, with an indication that they had been presented to the Board and were a public record. In accordance with the Committee's Bylaws, the following is a summary of these activities, all of which were conducted at the Committee's public meetings:

1. Receiving, reviewing, discussing and making inquiries with regard to the audit of Bond Proceeds expenditures entitled "Measure G Building Fund, Financial and Performance Audit Report of Rio School District," for the fiscal year ended June 30, 2018, prepared for the Board by Vavrinek, Trine, Day & Co., Certified Public Accountants, (*the "Auditor"*) constituting the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution (*the "2017 Audit Report"*).  
**(The 2018 Audit Report will be prepared by the Auditor in January, 2019);**
2. On an ongoing basis, from time to time, receiving, reviewing, discussing and making inquiries with regard to various reports, documents and other public records relating to the expenditure of Bond Proceeds, including, but not limited to, various line item expenditure reports;
3. Inspecting and/or receiving progress and status reports on projects and school facilities and grounds for which Bond Proceeds have been or will be expended;

4. Reviewing efforts by the District to maximize Bond Proceeds by implementing various cost-saving measures;
5. Reviewing Bylaws and responsibilities of the Committee;
6. Reviewing project lists and details; priorities lists; campus and proposed plans; interim financial and Bond Proceeds expenditure reports; and County data reports on expenditures;
7. Receiving briefings from the District, at public meetings, on current Measure G projects, and plans and expenditures;
8. Receiving confirmation and assurances from the District, at public meetings, that the District had satisfactorily addressed certain issues raised by the Committee with regard to various expenditures of Bond Proceeds;
9. Advertising and holding public meetings, in a continuing effort to inform the public.

IV. **Report on Duties of Committee:** Under its Bylaws, in addition to reporting on the activities it engaged in during the year, the Measure G Committee has the duty to report, and does hereby report, to the Board, on the following:

- A. **Informing the Public:** The Measure G Committee hereby reports that it has discharged its duty to inform the public concerning the District's Bylaws, by, among other things, giving the required notice of its meetings and holding them in public; by preparing and providing this report to the Board, at a meeting held in public, and by posting this report to the District website, along with a copy of the 2017 Audit Report from the Audit Accountant; and by engaging in the Activities described above and immediately below; and
- B. **Committee's Report on its Review of Expenditures:** As a result of holding its required meetings; of preparing and providing this report; and as a result of engaging in the Activities described above (and in reliance on the 2017 Audit Report and the other expenditure documents, reports, information and confirmations provided by the district):

**The Measure G Committee hereby reports that, to the best of its knowledge, information and belief, through June 30, 2018:**

- (1) **The Bond Proceeds were expended only for the purposes set forth in the Measure G;**




Measure G Committee Report  
Presented December 12, 2018  
Fiscal Year Ending June 30, 2018  
Page 4 of 4

- (2) No Bond Proceeds were used for any teacher or administrative salaries or other operating expenses; and
- (3) The District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

Respectfully submitted,

**MEASURE G CITIZEN'S OVERSIGHT COMMITTEE**

By:   
**Linda Aguilar, Citizen's Oversight Committee President**  
**December 12, 2018**

*acting chair*



11.2





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	11. Discussion/Action
Subject	11.2 Approval of Resolution 1819/09 Declaring the Results of the School Bond Election Held November 6, 2018
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval and adoption of the Resolution

### Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

The purpose of this resolution is to confirm the results of the Measure L general obligation bond election and enter the results in the minutes of the Board of Trustees, and to authorize District staff to deliver the results and file reports with County officials.

The Board of Trustees called a general obligation bond election, known as Measure L, pursuant to its Resolution No. 1718/32, held on November 6, 2018. The Registrar of Voters of Ventura County (the "Registrar") canvassed the returns of the November 6, 2018 election, as required by law, and delivered to the Board a certificate of election results certifying that at least 55 percent of the votes cast on Measure L were in favor of issuing bonds.

In addition to declaring the results of the Measure L election and entering the results on the Board's minutes, this resolution requests the Ventura County Superintendent of Schools to send a copy of the election results to the Ventura County Board of Supervisors, in accordance with Education Code section 15274. Further, this resolution authorizes District staff to prepare and delivery a report on the election to the Ventura County Superintendent of Schools, in accordance with Education Code section 15111.

[Rio School District RESOLUTION Declaring Election Results 1819-09.DOCX \(27 KB\)](#)

[Measure L Results.pdf \(49 KB\)](#)

### Administrative Content

### Executive Content



**RESOLUTION NO. 1819/09**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIO ELEMENTARY SCHOOL DISTRICT  
DECLARING THE RESULTS OF THE SCHOOL BOND ELECTION  
HELD NOVEMBER 6, 2018**

**WHEREAS**, a general obligation school bond election (the "Election") was held in the boundaries of the Rio Elementary School District (the "District"), Ventura County, State of California, on November 6, 2018, called under the authority of the District's Resolution No. 1718/32 along with an order calling the Election which was duly approved, passed, and adopted by the District's Board of Trustees (the "Board") on June 6, 2018;

**WHEREAS**, at the Election there was submitted to the electors of the District the measure of incurring a general obligation bonded indebtedness by the District as hereinafter set forth;

**WHEREAS**, the Registrar of Voters of Ventura County (the "Registrar") has now duly canvassed the returns of the Election, as required by law and the Board's resolution; the Registrar has also filed with this Board a statement of all votes cast at the Election showing the whole number of votes cast in the District and the whole number of votes cast for and against the measure in the District, in each of the respective consolidated Election precincts therein, and by vote by mail voters; and

**WHEREAS**, the Registrar has also filed, attached to the statement, a certificate as to the correctness of the statement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Rio Elementary School District, Ventura County, California, as follows:

**Section 1. Confirmation of Canvass.** The canvass by the Registrar, as shown by the statement of all votes cast and the certificate of the Registrar, in the form attached hereto as Exhibit A (the "Certificate of Election Results"), is hereby ratified, confirmed, approved and entered upon the minutes of this meeting of the District's Board.

**Section 2. Bond Measure.** At the Election, the following measure for incurring bonded indebtedness was submitted to the electors of the District:

MEASURE L: To improve the quality of education; modernize outdated classrooms, restrooms and facilities; make health, safety, and security improvements; provide HVAC; upgrade technology; and construct new classrooms and libraries, shall Rio Elementary School District issue \$59,200,000 of bonds at legal interest rates, raising on average \$3,480,000 annually as long as bonds are outstanding, at a rate of approximately 2.7 cents per \$100 assessed value, with annual audits, independent oversight committee, NO money for salaries, and all money staying local?

**Section 3. Votes Cast.** The total number of votes cast in the District at the Election and the total number of votes given in each precinct, including votes cast by vote by mail voters of the District, for and against the measure, is shown on Exhibit A attached hereto.

**Section 4. Votes Cast By Vote By Mail Ballots.** All votes cast by vote by mail ballots have been duly received and canvassed in the time, form, and manner as required by law.

**Section 5. Measure Passed.** At least fifty-five percent (55.0%) of all the votes cast at the Election on the measure were in favor of the measure, and the measure passed.

**Section 6. Certification of Proceedings.** This Board hereby authorizes the District Superintendent, for and in the name of this Board, to certify all proceedings had in the premises to the Board of Supervisors of Ventura County, in accordance with Section 15274 of the California Education Code.

**Section 7. Delivery of Certificate of Election Results.** The Superintendent of Schools of Ventura County (the "County Superintendent") is hereby requested to send a copy of the Certificate of Election Results to the Board of Supervisors of Ventura County, in accordance with Section 15274 of the California Education Code.

**Section 8. Report of Election.** This Board hereby authorizes the District Superintendent, for and in the name of this Board, to prepare and deliver the report concerning the Election that is required by Section 15111 of the California Education Code.

**APPROVED, PASSED, AND ADOPTED** by the following vote of the members of the Board of Trustees of the Rio Elementary School District, of Ventura County, State of California, this 12th day of December 2018:

AYES	_____
NOES	_____
ABSENT	_____
ABSTAIN	_____

By: \_\_\_\_\_  
President of the Board of Trustees

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Trustees



**EXHIBIT A**

**Certificate of Results  
Registrar of Voters  
Ventura County**

**Statewide General Election  
November 6, 2018**

*[See attached]*



CERTIFICATE OF THE COUNTY CLERK  
(Elections Code Sections 15372 (a) and 10264)

Rio Elementary School District  
Bond Measure Election  
Measure "L"

November 6, 2018

State of California  
County of Ventura

} SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "L" for the Rio Elementary District Bond Measure Election consolidated with the 2018 Statewide General Election held on November 6, 2018.

I certify that the total ballots cast at the Rio Elementary District Bond Measure Election are as follows:

<u>PRECINCT BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
3,701	6,409	10,110

I further certify that the total votes cast on Measure "L" are as follows:

<u>MEASURE "L"</u>	<u>PRECINCT VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
YES	2,517	4,197	6,714
NO	813	1,801	2,614

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
this 3rd day of December 2018.



**MARK A. LUNN**, CERA, REO  
Clerk-Recorder, Registrar of Voters  
County of Ventura



**11.3**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	11. Discussion/Action
Subject	11.3 Approval of Resolution 1819/11 of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit
Access	Public
Type	Action

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

#### Rationale:

The purpose of this resolution is to support the District's facilities program by granting staff the authority to submit a waiver of the District's statutory bonding limit to the State Board of Education.

At this past November's election, voters approved Measure L and authorized the District to issue up to \$59.2 million in general obligation bonds. However, in order to issue the Measure L bonds within the statutory limit (Education Code section 15102 and section 15268) on District indebtedness of 1.25% of taxable property of the District, the District would be required to delay a bond issuance until the assessed value of property of the District can increase, or other outstanding bonded indebtedness can be paid down.

Section 33050 of the Education Code permits a school district to request a waiver of the statutory bonding limit by the State Board of Education. Approval of this resolution will authorize District staff to seek such a waiver from the State Board of Education.

A public hearing on this matter, with notice published and posted as required by law, will be held at the Board's December 12, 2018 meeting.

[RESOLUTION 181911Waiver Request.pdf \(287 KB\)](#)

### Administrative Content

### Executive Content





**RESOLUTION NO. 1819/11**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIO ELEMENTARY SCHOOL DISTRICT  
AUTHORIZING THE SUBMITTAL OF A REQUEST TO  
THE STATE BOARD OF EDUCATION  
TO WAIVE THE DISTRICT'S STATUTORY BONDING LIMIT**

**WHEREAS**, at an election held on November 6, 2018 voters within the boundaries of the Rio Elementary School District (the "District") approved a general obligation bond measure ("Measure L") that authorizes the District to issue general obligation bonds in an amount not to exceed \$59,200,000 (the "Measure L Authorization");

**WHEREAS**, pursuant to the Measure L Authorization, the District expects to issue its first series of general obligations bonds in 2019;

**WHEREAS**, provisions of the California Education Code limit the amount of outstanding bonded indebtedness of an elementary school district to 1.25% of the taxable property of the school district, as calculated by the county assessor;

**WHEREAS**, in order to issue general obligation bonds, pursuant to the Measure L Authorization, within the statutory bonding limit, the District would be required to delay such bond issuance until the assessed value of property of the District can increase or other outstanding bonded indebtedness can be paid down in a sufficient amount;

**WHEREAS**, in order for the District to complete critical projects authorized by Measure L in a timely and cost effective manner, the Board of Trustees (the "Board") of the District has determined that it is in the best interest of the District to seek a waiver of its bonding limit from the State Board of Education pursuant to the provisions of California Education Code sections 33050 and following (the "Waiver Law");

**WHEREAS**, as required by Education Code section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following the requisite public notices by publication and posting; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Rio Elementary School District, Ventura County, California, as follows:

**Section 1. Recitals.** The Board hereby finds and determines that the foregoing recitals are true and correct.

**Section 2. Waiver Request.** The Board hereby determines that it is in the best interest of the District to apply to the State Board of Education pursuant to the Waiver Law for a waiver of those portions of applicable law, including Education Code sections 15102 and 15268 which require that the aggregate amount of general obligation bonds issued by the District may not exceed 1.25% of the taxable property of the District as shown by the last equalized assessment of Ventura County in order to provide for the issuance of bonds pursuant to the

Measure L Authorization. The Superintendent and the Assistant Superintendent of Business Services are both hereby separately authorized to complete, execute, and file the waiver request, requesting a waiver of the bonding limit in an amount sufficient to allow for the issuance of bonds pursuant to the Measure L Authorization, and any other related documents with the State Board of Education, and to take any and all necessary actions in connection therewith that are consistent with the intent of this Resolution.

**Section 3. Official Actions.** The members of the Board, the Superintendent, the Assistant Superintendent of Business Services, and other officers of the District are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request to the State Board of Education described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

**Section 4. Effective Date.** This Resolution shall take effect from and after the date of its adoption.

**APPROVED, PASSED, AND ADOPTED** by the following vote of the members of the Board of Trustees of the Rio Elementary School District, of Ventura County, State of California, this 12th day of December 2018:

AYES	_____
NOES	_____
ABSENT	_____
ABSTAIN	_____

By: \_\_\_\_\_  
President of the Board of Trustees

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Trustees

11.4



**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	11. Discussion/Action
Subject	11.4 Resolution 1819/10 Declaring Official Intent to Reimburse Certain Expenditures from Measure L Bond Proceeds
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended that Resolution No. 1819/10 be approved.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

The purpose of this resolution is to declare the District's official intent to reimburse itself from proceeds of Measure L, approved by the voters on November 6, 2018) for costs related to the projects authorized by Measure L (the "Projects").

A resolution declaring the District's official intent to reimburse Project expenditures from Measure L bond proceeds is required by United States Treasury Regulations in order to reimburse the District for Project expenditures incurred prior to the issuance of Measure L bonds. Pursuant to the Treasury Regulations, the intent to reimburse the District from Measure L bond proceeds must be declared within or no later than sixty (60) days after the first payment of certain expenditures related to the Projects.

[Res181910 Reimbursement RESOLUTION.pdf \(42 KB\)](#)

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



**RESOLUTION NO. 1819/10**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIO ELEMENTARY SCHOOL DISTRICT  
DECLARING OFFICIAL INTENT TO REIMBURSE  
CERTAIN EXPENDITURES FROM MEASURE L BOND PROCEEDS**

**WHEREAS**, on November 6, 2018 voters within the boundaries of Rio Elementary School District (the "District") approved a general obligation school bond measure ("Measure L") authorizing the District to finance capital improvement projects (the "Projects"), as set forth in Measure L and attached hereto as Exhibit A, by issuing up to \$59,200,000 in general obligation bonds;

**WHEREAS**, the District intends to finance the acquisition, construction, reconstruction, and/or equipping of the Projects or portions of the Projects with the proceeds of the sale of general obligation bonds or other forms of debt, the interest upon which is excluded from gross income for federal income tax purposes (the "Bonds");

**WHEREAS**, prior to the issuance of the Bonds, the District desires to incur certain capital expenditures (the "Expenditure(s)") with respect to the Projects from available moneys of the District; and

**WHEREAS**, the Board of Trustees (the "Board") of the District has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the District for the Expenditures from the proceeds of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Rio Elementary School District, Ventura County, California, as follows:

**Section 1. Recitals.** The Board hereby finds and determines that the foregoing recitals are true and correct.

**Section 2. Intent to Reimburse.** The Board hereby declares its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Bonds with proceeds of the Bonds.

**Section 3. Series 2018 Bonds.** The reasonably expected maximum principal amount of the first series of Bonds from which reimbursements will be made is \$27,000,000.

**Section 4. Expenditure Date.** This resolution is being adopted not later than 60 days after the payment of the original Expenditures.

**Section 5. Reimbursement Allocation.** The District will make a reimbursement allocation, which is a written allocation that evidences the District's use of Bond proceeds to reimburse the Expenditure no later than 18 months after the later of the date on which the Expenditure is paid or placed in service or abandoned, but in no event more than three years after

the date on which the Expenditure is paid. The District recognizes that exceptions are available for certain preliminary expenditures, costs of issuance, certain de minimis amounts, and expenditures for construction projects of at least five years.

**Section 6. Compliance with Treasury Regulations.** This resolution is adopted as the official action of the District in order to comply with Treasury Regulations § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the District incurred prior to the date of issue of the Bonds.

**APPROVED, PASSED, AND ADOPTED** by the following vote of the members of the Board of Trustees of the Rio Elementary School District, of Ventura County, State of California, this 12th day of December 2018:

AYES	_____
NOES	_____
ABSENT	_____
ABSTAIN	_____

By: \_\_\_\_\_  
President of the Board of Trustees

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Trustees



## **EXHIBIT A**

### **Measure L Projects**

Upon the passage of Measure L, the Rio Elementary School District (the “District”) shall be authorized to issue bonds in the aggregate amount of \$59,200,000, bearing interest at rates not exceeding the statutory limit, for the purpose of funding the school facilities projects listed below under the heading “School Facilities Projects to Be Funded with Proceeds of Bonds” (the “Financed Facilities”).

#### **Proposition 39 Bond Accountability Measures**

At its June 6, 2018 meeting, the Board of Trustees (the “Board”) certified that it evaluated safety, class size reduction, and information technology needs in developing the list of Financed Facilities set forth below. The proceeds of the Bonds shall be used only for the projects identified in the list, and not for any other purpose (i.e., teacher and administrative salaries and other school operating expenses).

The District will deposit the proceeds of the bonds in a separate account. The Board is bound to conduct financial and performance audits annually to account for the bond funds and to assure that funds have only been expended on the specific projects authorized. The District shall prepare and deliver an annual report to the Board containing the amount of funds collected and expended as well as the status of school facilities projects authorized to be funded by proceeds of the Bonds.

The Board will appoint a citizen’s oversight committee (the “Committee”) having a minimum of seven members and including at least one member active in a business organization representing the business community located within the District, one member active in a senior citizens’ organization, one member active in a bona fide taxpayers’ organization, one member who is the parent or guardian of a child enrolled in the District, and one member who is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization.

#### **School Facilities Projects to Be Funded**

Rio Real Elementary School (Initial Construction Date: 1958):

- Renovate, upgrade, and modernize old and outdated classrooms.
- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Renovate outdated infrastructure including plumbing, electrical, and HVAC (heating, ventilation, and air conditioning) systems.
- Make health, safety, and campus security improvements.
- Add a new Kindergarten classroom.
- Expand administration building.
- Construct multipurpose/gymnasium for school and community use.

- Improve student safety by improving bus drop off zone.
- New fencing (security/safety).
- HVAC additions and improvements.

**Rio Plaza Elementary School (Initial Construction Date: 1954):**

- Renovate, upgrade, and modernize old and outdated classrooms.
- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Renovate outdated infrastructure including plumbing, electrical, and HVAC (heating, ventilation, and air conditioning) systems.
- Make health, safety, and campus security improvements.
- Expand administration building.
- Improve student safety through a drop-off zone improvement.
- HVAC additions and improvements.

**Rio Lindo Elementary School (Initial Construction Date: 1964):**

- Renovate, upgrade, and modernize old and outdated classrooms.
- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Renovate outdated infrastructure including plumbing, electrical, and HVAC (heating, ventilation, and air conditioning) systems.
- Make health, safety, and campus security improvements.
- Construct new and/or expand library/administration building.
- Improve student safety by reconfiguring bus drop-off zone.
- Add a school garden.
- Renovate and expand kitchen/cafeteria.
- HVAC additions and improvements.

**Rio del Valle Middle School (Initial Construction Date: 1961):**

- Renovate, upgrade, and modernize old and outdated classrooms, the library, and student support facilities.
- Renovate outdated infrastructure including plumbing, electrical, and HVAC (heating, ventilation, and air conditioning) systems.
- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Make health, safety, and campus security improvements.
- Construct a new science building.
- Upgrade campus landscaping and add a community garden.
- Add a fitness center.
- HVAC additions and improvements.

**Rio Rosales Elementary School (Initial Construction Date: 2007):**

- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Make health, safety, and campus security improvements.
- Expand parking lot and redesign bus drop-off zone.
- Increase grass play area in partnership with City, into the adjacent park site for school and community use.
- Renovate and expand kitchen/cafeteria.
- Repayment of 2007 Certificates of Participation.

**Rio del Norte Elementary School (Initial Construction Date: 2001):**

- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Make health, safety, and campus security improvements.
- HVAC additions and improvements.

**Rio del Mar Elementary School (Initial Construction Date: 2006):**

- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Make health, safety, and campus security improvements.

**Rio Vista Middle School (Initial Construction Date: 2007):**

- Improve student access to computers and modern technology including adding classroom visual presentation systems.
- Convert existing library to a library media technology center.
- Make health, safety, and campus security improvements.

**Rio del Sol STEAM School**

- Construct new classrooms (Building C)

**Additional Expenditures and Project Related Items**

- Abate and remove hazardous materials identified prior or during construction.
- Address unforeseen conditions revealed by construction/modernization (such as plumbing or gas line breaks, dry rot, seismic, structural, etc.).
- Other improvements required to comply with existing building codes, including the Field Act, and access requirements of the Americans with Disabilities Act.
- Necessary site acquisition and preparation/restoration in connection with new construction, renovation or remodeling of student support facilities, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines (such as gas lines, water lines, electrical lines, sewer lines, and communication lines), trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property.

- Rental or construction of storage facilities and other space on an interim basis, as needed to accommodate construction materials, equipment, and personnel, and interim classrooms (including relocatables) for students and school functions or other storage for classroom materials displaced during construction.
- Acquisition of any of the facilities on the list through temporary lease or lease-purchase arrangements, or execute purchase option under leases for any of these authorized facilities.
- For any project involving rehabilitation or renovation of a building or other facilities or the major portion of a building or other facilities, the District shall be authorized to proceed with new replacement construction instead, if the Board determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's or facilities' age, condition, expected remaining life, and other relevant factors.
- All work necessary and incidental to specific projects described above, including demolition of existing structures.

The listed projects will be completed as needed. Approval of the District's Bond Measure does not guarantee that the proposed school facilities projects in the District that are the subject of the Bonds will be funded beyond the local revenues generated by Bond Measure. The District's proposal for the school facilities projects may assume receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure. The allocation of bond proceeds may also be affected by the final costs of each project. In the absence of state matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District may not be able to complete some of the projects identified in Bond Measure.

The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating enhanced and operationally efficient campuses. Necessary relocation assistance, site preparation/restoration and landscaping, may occur in connection with new construction, renovation or remodeling, or installation or removal of portable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, redirecting fire access, and acquiring any necessary easements, licenses, or rights of way to the property.

#### **Additional Specifications**

Listed projects may be completed at any and all school sites where such project is determined necessary. Where economically feasible, buildings, fixtures, and equipment may be replaced rather than modernized, renovated, or repaired. Projects may include the acquisition and construction of temporary housing or other replacement structures as necessary. Each project is assumed to include its share of costs of the election and bond issuance, architectural, engineering, and similar planning costs and construction costs. In addition to the projects listed

above, the Financed Facilities also include the acquisition of land, instructional, maintenance and operational furniture and equipment, payment of the costs of preparation of all facilities planning and project implementation studies, feasibility and assessment reviews, master planning, improvements, rehabilitation projects, and upgrades will be completed only as feasible, and the list of Financed Facilities does not imply a particular prioritization among such improvements, which remains the province of the Board by subsequent action.

Single Purpose. All of the purposes enumerated in this proposition shall be united and voted upon as on single proposition, pursuant to Section 15100 of the Education Code, and all the enumerated purposes shall constitute the specific single purpose of the Bonds and proceeds of the Bonds shall be spent only for such purpose.

Other Terms of the Bonds. When sold, the Bonds shall bear interest at an annual rate not exceeding the statutory maximum. The Bonds may be issued and sold in several series and in accordance with a plan of finance determined by the Board pursuant to the requirements of law.

Project Requiring State Matching Funds. Approval of the District's Bond Measure does not guarantee that the proposed District projects that are the subject of the Measure will be funded beyond the local revenues generated by the Measure. Some of the District's projects may assume the receipt of state matching funds, which could be subject to appropriation by the Legislature or approval of a statewide Bond Measure.



**11.5**







### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	11. Discussion/Action
Subject	11.5 Authorization for Superintendent and Assistant Superintendent of Business Services to Close Escrow for the Acquisition of 1800 Solar Drive Oxnard CA in Conjunction with Oxnard Union High School District
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	4,125,000.00
Budgeted	Yes
Budget Source	Surplus Property Funds
Recommended Action	Staff recommends approval of Resolutions 1819/12 Authorization for Superintendent and Assistant Superintendent of Business Services to Close Escrow for the Acquisition of 1800 Solar Drive Oxnard CA in Conjunction with Oxnard Union High School District

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

#### 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.

Recently, the District identified the real property located at 1800 Solar Drive, Oxnard CA (Ventura County APN 213-0-070-045) (the "Property") as a potential replacement site for the District administrative office. The Property has an approximately 115,612 square foot

office building located on BRP zoned land and related parking. The District would jointly acquire the Property with Oxnard Union High School District ("OUHSD") with the District occupying the third floor of the building, OUHSD occupying the first and second floors, and the districts sharing certain common areas such as the lobby and board room.

At a regularly-held meeting on October 17, 2018, the Board approved Resolution No. 1819/06, which approved an Agreement for Purchase and Sale and Escrow Instructions, dated October 24, 2018, for the acquisition of the Property by the District and OUHSD. OUHSD approved the purchase agreement on or about October 24, 2018. Subsequently, the District, OUHSD and the seller opened escrow with the Oxnard office of Chicago Title Company for the purchase and sale of the Property.

The purchase agreement provides a due diligence period, during which the District and OUHSD can investigate any and all aspects of the property (physical condition, title matters, etc.). Due diligence is nearly completed. At the seller's request, the Agreement states that closing will occur on or before December 31, 2018.

### **Financial Analysis**

The purchase price is \$13,750,000.00, with 70% of the cost (\$9,625,000.00) paid by OUHSD and 30% of the cost (\$4,125,000.00) paid by the District. At opening of escrow, OUHSD paid a deposit of \$70,000.00 and the District paid a deposit of \$30,000.00. If the transaction closes, then OUHSD and the District will pay their respective balance of the purchase price as follows.

OUHSD will pay its balance of the purchase price (\$9,555,000.00) and any escrow costs into escrow prior to closing. The District's balance of the purchase is \$4,095,000.00. The District would pay approximately \$1,095,000.00 into escrow prior to closing. These funds would be paid in cash the advanced payment received from the El Rio buyer. The remaining \$3,000,000.00 of the District's share of the purchase price will be paid pursuant to the terms of a promissory note to the seller. (The promissory note was included as an exhibit to the purchase agreement.) The District intends to satisfy the \$3,000,000.00 Solar Drive note in January 2019 upon receipt of \$4,500,000.00 in funds due to the District for the former El Rio school site. (See Second Modification Agreement, dated October 17, 2018, between 2714 E Vineyard Avenue, LLC and the District, approved by the Board at its regularly-held meeting on October 17, 2018; see also Solar Drive Purchase Price Spreadsheet attached).

### **Recommendation**

The attached resolution grants authority to the District Superintendent and Assistant Superintendent of Business Services to take any and all steps necessary to close escrow. For example, the resolution grants the Superintendent and Assistant Superintendent authorization to complete due diligence, resolve any due diligence matters and execute any required documentation (such as the certificate of acceptance to be attached to the grant deed and the promissory note for the \$3,000,000.00 balance due at closing) required to close. Conversely, the Superintendent and Assistant Superintendent would be granted authorization to extend or terminate escrow if necessary. The December 12, 2018 board meeting is the last board meeting before the anticipated closing date of December 31, 2018. It is recommended that the Board approve the attached resolution in order to ensure that the Superintendent and Assistant Superintendent have authority to finalize this transaction by the anticipated closing date of December 31, 2018.

### **SOLAR DRIVE PURCHASE PRICE SPREADSHEET**

	<b>OUHSD</b>	<b>RSD</b>	<b>Totals</b>
<b>Deposit</b>	\$70,000.00	\$30,000.00	\$100,000.00
<b>Cash at Closing</b>	\$9,555,000.00	\$1,095,000.00	\$10,650,000.00
<b>Promissory Note</b>	\$0.00	\$3,000,000.00	\$3,000,000.00
<b>Subtotals</b>	\$9,625,000.00	\$4,125,000.00	<b>\$13,750,000.00</b>
<b>Percentage</b>	70%	30%	100%

Note: anticipated payoff date for promissory note is January 2019

[Res181912 Authorize Solar Drive Closing - Resolution \(Autosaved\).pdf \(21 KB\)](#)

**Administrative Content**

**Executive Content**



**RIO SCHOOL DISTRICT  
RESOLUTION NO. 1819/12**

**AUTHORIZATION FOR SUPERINTENDENT  
AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES  
TO CLOSE ESCROW  
FOR THE ACQUISITION OF 1800 SOLAR DRIVE OXNARD CA  
IN CONJUNCTION WITH OXNARD UNION HIGH SCHOOL DISTRICT**

---

**WHEREAS**, Rio School District (“District”) and Oxnard Union High School District (“OUHSD”) desire to jointly purchase from Thatch, Inc., a California corporation (“Seller”) that certain parcel of real property located at 1800 Solar Drive, Oxnard CA 93030 with Ventura County APN 213- 0-070-045 (the “Property”) for District’s and OUHSD’s respective administrative offices and certain ancillary uses; and

**WHEREAS**, pursuant to Resolution No. 1819/06, which was adopted by the District’s Board of Trustees at a regularly-held meeting on October 17, 2018, the District approved that certain Agreement for Purchase and Sale and Escrow instructions, dated October 24, 2018, between District, OUHSD and Seller for the disposition of the Property (the “Agreement”), with subsequent documentation brought back to the Board for review and approval as advisable and necessary; and

**WHEREAS**, subsequently, the District, OUHSD and Seller executed that certain Agreement for Purchase and Sale and Escrow instructions, dated October 24, 2018, for the disposition of the Property (the “Agreement”) and, on or about October 27, 2018, District, OUHSD and Seller opened escrow for the purchase and sale of the Property through Chicago Title Company, Oxnard CA with reference to escrow number 131810924-LR (the “Escrow”); 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 under the terms of the Agreement, the District will contribute thirty percent (30%) of the purchase price for the Property and OUHSD will contribute seventy percent (70%) of the purchase price for the Property; and

**WHEREAS**, the District and OUHSD are completing their due diligence with respect to the Property, and it is currently contemplated that the District and OUHSD will consummate the Escrow with an anticipated closing date of on or before December 31, 2018;

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

1. The recitals set forth above are true and correct.

2. The Board hereby authorizes the Superintendent and Assistant Superintendent of Business Services, or their designee(s), to (a) finalize and resolve any and all remaining aspects of due diligence with respect to the District's potential acquisition of the Property; (b) execute and deliver into Escrow any and all documentation contemplated within the Agreement, including, but not limited to, any certificate of acceptance required in connection with the final form of the grant deed attached as Exhibit A to the Agreement, the final form of the promissory note secured by deed of trust attached as Exhibit B to the Agreement, final form of the deed of trust with assignment attached as Exhibit C to the Agreement, and final form of the escrow approval letter attached as Exhibit D to the Agreement; (c) accept on behalf of the District and the Board the interests in the Property to be conveyed to the District; (d) cause to be disbursed all funds necessary to consummate the closing of the Escrow in accordance with the Agreement; (e) consent to the recordation of the grant deed and any related documentation, including any certification of acceptance, providing for the conveyance of the Property to the District in accordance with the Agreement; (f) take any and all other such actions, and execute any and all other documents, as necessary, convenient or advisable to complete the District's acquisition of the Property in accordance with the Agreement; and (g) work with the District's special consultants and/or legal counsel to accomplish the foregoing tasks.

3. The District's certification of acceptance, referenced in Sections 2(b) and (e) above, shall be in substantially the following form or such other form approved by the District's legal counsel:

CERTIFICATION OF ACCEPTANCE: This is to certify that the interest in real property conveyed by this grant deed, dated \_\_\_\_, 2018, from Thatch, Inc., a California corporation, to Rio School District, a political subdivision of the State of California, is hereby accepted by the undersigned on behalf of the Board of Trustees of the Rio School District pursuant to authority conferred by Resolutions No. 1819/06 and 1819/\_\_, which were adopted on October 17, 2018 and December 12, 2018, respectively, and the grantee consents to recordation hereof by the undersigned, duly authorized officer.

4. The Board further delegates authority to the Superintendent and Assistant Superintendent of Business Services, and their designees, to extend Escrow or terminate Escrow in the event that it is necessary or advisable to do so, with any termination to be ratified by the Board at a subsequent meeting.

5. The Board hereby authorizes the Superintendent and Assistant Superintendent of Business Services to negotiate the terms for the joint use and occupancy of the Property by the District and OUHSD, provided that any proposed agreements shall be brought back to the Board for review and approval.

**PASSED AND ADOPTED** by the Rio School District Board of Trustees at a regular meeting held on the 12th day of December, 2018 by the following vote on roll call:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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President of the Board of Trustees

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Clerk of the Board of Trustees





**11.6**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	11. Discussion/Action
Subject	11.6 Approval of the Memorandum of Understanding Between Rio School District and Child Development Resources of Ventura County
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommend approval.
Goals	<b>Goal 1-Improved student achievement at every school and every grade in all content areas</b>

### Public Content

Speaker:  
Oscar Hernandez

#### Rationale:

This Memorandum of Understanding is to confirm an effective and collaborative working relationship between the parties named above. The purpose of this collaborative partnership will be to provide preschool educational services to eligible children. The Rio School District and CDR will work cooperatively to provide a high-quality preschool program, at Rio Lindo which will serve children aged three to five years of age. To ensure the opportunity for enrollment of children and families that reside within the boundaries of Rio Lindo, CDR Head Start staff will canvass neighborhoods door to door.

**CDR-Rio District MOU 18-19\_RL Playground Project SG 12.4.2018.pdf (38 KB)**

### Administrative Content

### Executive Content



# **Memorandum of Understanding**

**Rio School District**

**&**

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

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

## **Memorandum of Understanding Purpose:**

This Memorandum of Understanding is to confirm an effective and collaborative working relationship between the parties named above. The purpose of this collaborative partnership will be to provide preschool educational services to eligible children. The Rio School District and CDR will work cooperatively to provide a high-quality preschool program, at Rio Lindo which will serve children aged three to five years of age. To ensure the opportunity for enrollment of children and families that reside within the boundaries of Rio Lindo, CDR Head Start staff will canvass neighborhoods door to door,

## **Memorandum of Understanding Timeline:**

This Memorandum of Understanding will be in effect from July 1, 2019 through June 30, 2024, and can be extended for an additional 5-year period, running July 1 thru June 30, if parties mutually agree and classroom space is available for use by CDR. As a safety precaution, if classroom space is not available in the future, and the classroom is needed Rio School District will give CDR a one-year notice.

## **Memorandum of Understanding Agreement and Description of Services:**

The Rio School District agrees to:

1. Work in partnership with CDR on the organization and management of the installation of the Rio Lindo playground.
2. CDR maintenance staff to remain responsible for the playground equipment and the playground surface materials.
3. Provide two portable classrooms at Rio Lindo to house a Head Start federally funded program and/or a State Preschool Funded Program, which will serve a minimum of 40 preschool age children in an extended day program (6 hours).
4. Provide custodial services five-days per week Monday through Friday, (excluding Rio School Board approved holidays and non-school days) and facility maintenance services as needed when the Head Start/State Preschool Programs are in operation at Rio Lindo.

# **Memorandum of Understanding**

## **Rio School District &**

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

5. Notify CDR when a facility is locked down for security purposes.
6. Notify CDR when a facility will not have access to utilities or if utilities need to be turned off, as a result of an emergency, so that CDR staff can contact families of our students in a timely manner.
7. Allow use of our classroom space for evening monthly parent involvement activities such as parent meetings and educational workshops for parents.
8. Provide Meals and/or Meal Supplements according to USDA National School Lunch Program (NSLP) and National School Breakfast Program (NSBP) Guidelines for preschool age students enrolled in the Head Start/State Preschool Programs at the school sites mentioned above.
9. Participate in collaborative decisions with CDR Head Start/State Preschool in the administration and implementation of the Head Start/State Preschool Program, when applicable.
10. In conjunction with the registration of preschool students in the student information system, the Rio School District will:
  - Provide any necessary training in the student information software.
  - Enter basic student information in the district attendance data base.
  - Keep all information collected confidential.
  - Provide School Identification numbers and State Identification numbers for each student.
  - Share outcome information for statistical purposes to CDR upon request.
  - Ensure that all classrooms are set up with the necessary phone lines and computer access to utilize the student information software as required by Rio School District.

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

1. Work in partnership with RSD on the organization and management of the installation of the Rio Lindo playground.
2. Absorb the total cost associated with the installation of the playground added behind the Rio Lindo portable classrooms, by contracted vendors.
3. Remain responsible for the maintenance and repairs of the installed playground equipment as well as the playground rubber surface material, ensuring that it is safe and in good working condition at all times.

## **Memorandum of Understanding**

**Rio School District**

**&**

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

4. Operate and administer a Head Start federally funded and/or State Funded Preschool Program, which will serve a minimum of 40 preschool age children in an extended day program (6 hours), at Rio Lindo.
5. Partial cover of facilities and custodial cost by paying the amount of two hundred eighty-four dollars (\$284.00) per month per classroom.
6. Provide bilingual/bicultural teaching staff to provide preschool services to the children attending the Head Start/State Preschool Program offered at Rio Lindo.
7. In good faith CDR will recruit enrollment from residents living in the Rio Lindo School District boundaries.
8. Provide children enrolled in the Head Start/State Preschool Program at Rio Lindo with a safe and healthy learning environment, a variety of activities that will help them develop socially, emotionally, intellectually, and physically in a manner to their stage of development toward an overall goal of social competence and school readiness.
9. Work cooperatively with the staff at Rio Lindo to ensure and enhance the continuity of children and address transition needs of families and children as they move from the Head Start/State Preschool Program to public education.
10. Participate with partnership agencies to collect, disseminate and share any necessary data and/or information for the administration and evaluation of the Head Start/State Preschool Program.
11. Participate in the registration, attendance and data collection of preschool students into the Rio School District's student information system by doing the following:
  - Facilitate the parent's completion of the "Authorization to Share Information"
  - Facilitate the parent's completion of the "Preschool Participation Packet" with demographic information including: child's first, middle and last name, gender, ethnicity, home language, primary language, home address and birth place: city, state and country.
  - Authenticate child's given name with a birth certificate
  - Maintain daily attendance in the on-line student information system
  - Update weekly names of new enrollees and children who have dropped
  - Provide one-page copies of the pre and post DRDP on all enrolled students. Results of additional assessment tools may be requested in the future.

# Memorandum of Understanding

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

- Provide enrollment and assessment data to the Rio Neighborhood's for Learning in a timely manner
- 12. Retain exclusive rights and responsibilities over CDR employees.

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

Signed and executed this day of \_\_\_\_\_, 2018

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

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



11.7





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	11. Discussion/Action
Subject	11.7 Approval of the First Interim Budget
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	All Funds
Recommended Action	Approve the First Interim Budget

Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>
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### Public Content

**Speaker:**  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

AB 1200 requires that school districts provide ongoing updates to their fiscal integrity no less than twice each school year following adoption of the budget. Commonly referred to as "interim budget reports," the primary purpose is to ensure that Board of Education are kept abreast of the changing nature of the district finances and more importantly, to ensure that the district has sufficient financial reserves to complete the current fiscal year as well as two subsequent years.

The First Interim Budget report includes the impact of actual salaries and benefit cost estimates updated to reflect actual staffing and benefit selections. Additionally, revenues have been fine tuned to reflect actual awards, including the receipt of a one time worker's compensation insurance refund. Spending on supplies and services has been updated to reflect the district's latest spending authorizations.

Additionally, the forecast for 2019-20 and 2020 -2021 have been updated based on the revisions to the 2018-2019 budget projections.

District staff and LCAP committee will be working to revise the Local Control Accountability Plan and budgeted costs for 2019-2020 and beyond.

The full budget report is attached under separate cover.

**MYP and Assumptions.pdf (603 KB)**

**Administrative Content**

**Executive Content**

**Rio School District  
2018-19 First Interim Budget Report  
Multi-Year Projection Assumptions**

<b>Assumption</b>	<b>2018-19 1st Interim Budget</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Revenues:</b>			
Average Daily Attendance (ADA)	5053	5146	5177
Funded ADA *	5053	5146	5177
Cost of Living Adjustments	2.71%	2.57%	2.67%
LCFF Calculator	FCMAT	FCMAT	FCMAT
LCFF Gap Funding Percentage	100.00%		
One Time Funds	\$ 906,284	\$ -	\$ -
Restricted Lottery Revenues	\$53/ADA	\$53/ADA	\$53/ADA
Unrestricted Lottery	\$153/ADA	\$153/ADA	\$153/ADA
Carryovers from Prior Year	Included	Included	Included
<b>Expenditures:</b>			
Step and Column Adjustments	Actual Cost	1.50%	1.50%
Salary Increases/Settlements	None	None	None
Certificated Staffing Changes	Budgeted	0 FTE Less	0 FTE Less
Administrator Staffing Changes	Budgeted	0 FTE Less	0 FTE Less
Classified Staffing Changes	Budgeted	0 FTE Less	0 FTE Less
STRS	16.28%	18.13%	19.10%
PERS	18.06%	20.70%	23.40%
Cost of Health Increase	Actual Cost	5% Increase	5% Increase
Carry-overs from Prior Year	Included	Included	Included
Utilities	Budgeted	5% Increase	5% Increase

**Rio School District  
Multi-Year Projections  
2018-19 1st Interim Budget Report**

Description		Object Codes	2018-19 1st Interim Budget	2019-20	2020-21
Funded Average Daily Attendance			5,053	5,148	5,177
<b>A</b>	<b>Revenues and Other Financing Sources:</b>				
1	LCFF: Base Grant	8010-8099	\$40,308,253	\$42,084,308	\$43,489,704
	LCFF: Supp/Concent	8010-8099	11,511,160	11,568,840	11,519,805
2	Federal Revenues	8100-8299	2,651,686	2,651,686	2,651,686
3	Other State Revenues	8300-8599	3,160,014	2,314,673	2,375,858
4	Other Local Revenues	8600-8799	2,939,854	2,939,854	2,939,854
5	Other Financing Sources	8900-8999	-	-	-
6	Transfer in from Other Funds		97,021	100,402	104,938
7	<b>Total Revenues and Other Financing Sources</b>		<b>60,667,968</b>	<b>61,656,642</b>	<b>63,081,825</b>
<b>B</b>	<b>Expenditures and Other Financing uses:</b>				
1	Certificated Salaries	1000-1999			
a.	Base Salaries		24,533,814	24,533,814	24,901,821
b.	Projected Step and Column Adjustment		0	368,007	373,527
c.	Cost of Living Adjustment		-	-	-
d.	Other Adjustments/ Reduction Due to Reduction in Enrollment		-	-	-
e.	Total Certificated Salaries		24,533,814	24,901,821	25,275,349
2	Classified Salaries	2000-2999			
a.	Base Salaries		7,779,348	7,779,348	7,896,036
b.	Projected Step and Column Adjustment		-	116,690	118,441
c.	Cost of Living Adjustment		-	-	-
d.	Other Adjustments		-	-	-
e.	Total Classified Salaries		7,779,348	7,896,036	8,014,477
3	Employee Benefits:				
a.	STRS	3100	3,898,870	4,591,494	4,958,042
b.	PERS	3200	1,374,330	1,634,479	1,875,388
c.	FICA and Medicare	3300	935,607	965,123	979,600
d.	Health and Welfare	3400	6,472,364	6,795,872	7,135,770
e.	Unemployment	3500	16,684	17,140	17,397
f.	Worker Comp	3600	715,912	724,833	735,705
g.	Retiree Benefits	3700	1,068,502	1,077,030	1,090,760
h.	Cost of Living Adjustments		-	-	-
i.	Other Benefits	3900	185,551	185,551	185,551
j.	Total Benefits		14,662,810	15,991,622	16,976,213
4	Books and Supplies	4000-4999	2,643,117	2,493,117	2,493,117
5	Services and Other Operating Expenditures	5000-5999	7,404,660	7,454,638	7,506,904
6	Capital Outlay	6000-6999	360,812	360,812	360,812
7	Other outgo	7100-7299, 740	2,757,657	2,856,365	2,658,365
8	Indirect costs	7300	-	-	-
9	Other Financing Uses	7600-7699	219,050	-	-
10	Proposed Budget Cuts		-	-	-
11	Other Adjustments		-	-	-
12	<b>Total Expenditures and Financing Uses</b>		<b>60,361,466</b>	<b>61,759,411</b>	<b>63,285,236</b>
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance:</b>		<b>\$306,502</b>	<b>(\$108,769)</b>	<b>(\$203,811)</b>
<b>D</b>	<b>Fund Balance</b>				
1	Net Beginning Balance		3,607,840	3,914,142	3,817,373
Total Components of Ending Fund Balance			\$3,914,142	\$3,817,373	\$3,613,762
<b>E</b>	<b>Available Reserves- Unrestricted Only</b>				
General Fund:					
	Revolving Cash/Stores		30,000	30,000	30,000
	Legally Restricted/Carryover		1,153,883	1,153,883	1,153,883
	Assigned for Substitute Sick Leave Allocation		-	-	-
	Assigned for Health Care Reform Implementation		-	-	-
	Designated for Economic Uncertainties	9770	1,810,844	1,652,692	1,898,557
	Undesignated/ Unappropriated Amount		919,415	780,798	531,322
Total Available Reserve - by Amount			\$3,914,142	\$3,036,575	\$3,082,440
Total Available Reserve - by Percent			4.52%	4.26%	3.84%

12.2





**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.2 Approval of the Minute of the Regular Board Meeting of November 15, 2018
Access	Public
Type	Minutes
Minutes	<a href="#">View Minutes for Nov 14, 2018 - RSD Regular Board Meeting</a>

**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

The minutes of the Regular Board Meeting of November 15, 2018 will be approved.

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





**Rio School District  
Minutes  
Regular Board Meeting  
November 14, 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, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama.

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

**1.1 Call to Order**

President Eisenhauer informed the audience that we will begin the board meeting with students from the Rio Real ASB who will lead the flag salute.

Students opened the meeting at 5:03 p.m.

**1.2 Pledge of Allegiance**

The Pledge of Allegiance was led by Rio Real ASB Students, Layla Alonso and Jocelyn Medel.

**1.3 Roll Call**

Trustee Torres called the Trustee Esquivel and Balderrama were present; Trustee Martinez-Cortes was absent.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

There were no corrections to the agenda.

**2.2 Approval of the Agenda**

Staff recommends approval as presented

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

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Felix Eisenhauer, Rosa Balderrama**

**Not Present at Vote: Joe Esquivel**

**3. Public Comment-Closed Session**

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

There were no public comments on Closed Session items.

President Eisenhower adjourned into closed session at 5:07 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 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**

President Eisenhower reconvened the meeting at 6:04 p.m. and reported no action was taken during closed session.

#### **6. Public Hearing**

6.1 Notice of Public Hearing on the Change (Increase) of Statutory Developer Fees (Level 1) and Adoption of Resolution No. 1819/07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995

President opened the public hearing on the Change (Increase) of Statutory Developer Fees (Level 1) and Adoption of Resolution No. 1819/07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995 at 6:05 p.m. As there were no comments, President Eisenhower closed the hearing at 6:05 p.m.

6.2 Notice of Public Hearing on the School Facilities Needs Analysis and proposed Alternative School Facilities Fees (Level II) on residential and commercial/industrial development, and (2) Adopt Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

President Eisenhower opened the public hearing on the School Facilities Needs Analysis and proposed Alternative School Facilities Fees (Level II) on residential and commercial/industrial development, and (2) Adopt Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government

Code 65995 at 6:06 p.m. as there were no comments, President Eisenhower closed the hearing at 6:06 p.m.

## **7. Presentations/Recognitions**

### **7.1 Board Member Recognition**

Superintendent Puglisi presented Trustee Balderrama with a plaque and flowers acknowledging her service as a Provisional Board Member.

## **8. Communications**

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

There were no written correspondence to the board.

### **8.2 Board Member Reports**

Board member reports were heard from Trustee Torres.

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

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

### **8.4 Superintendent Report**

Superintendent Puglisi provided updates on the following:

- Rio del Sol Construction Update: Rob Perks from Balfour Beatty presented a PowerPoint of the progress that has been made.
- Master Plan Update: Measure L passed. More information will be brought to the December meeting. There will be a special board meeting on December 19th to begin discussions regarding the Master Plan elements.
- Monthly School Data-Enrollment/Attendance and Suspensions.

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

There were no public comments.

## **9. Information**

### **9.1 Business Services Report**

Mr. Wael Saleh, Assistant Superintendent of Business Services, presented the board with a Transportation Report.

### **9.2 Educational Services Report**

Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Mr. Jarkko Myllari. Mr. Myllari, Director of Technology provided a technology services update.

## **10. Discussion/Action**

### **10.1 Second Reading and Final Approval of CSBA Board Policies Staff recommends approval**

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

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama**

### **10.2 Approve and Adopt Resolution No. 1819/07 to Increase Statutory Fees on Residential and Commercial, and Industrial Development Projects Staff recommends adoption of Resolution 1819/07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.**

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

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama**

### **10.3 Approve and Adopt Resolution Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995. It is recommended that Resolution School Facilities Needs Analysis and proposed Alternative School Facilities Fees (Level II) on residential and commercial/industrial development, and (2) Adopt Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.**

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

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama**

### **10.4 eRate RFP for Cabling Replacement/Upgrade**

Staff recommends approval of submitting an RFP for network cable replacement and upgrade for Rio del Norte, Rio Plaza, Rio Real, Rio del Valle, Rio Lindo and Rio Rosales.

Motion by Eleanor Torres, second by Felix Eisenhauer.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama

10.5 eRate RFP for new Firewall  
Staff recommends approval of doing an RFP for a new firewall for Rio School District

Motion by Eleanor Torres, second by Felix Eisenhauer.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama

## **11. Consent**

### 11.1 Approval of the Consent Agenda

Motion by Eleanor Torres, second by Joe Esquivel.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer, Rosa Balderrama

11.2 Approval of the Minutes of the Regular Meeting of October 17, 2018.

11.3 Approval of Donation Report  
Resolution: Staff recommends approval of the Donation Report

11.4 Ratification of the Commercial Warrant

11.5 PERS Report - November 2018

11.6 Approval of Contract for Speech Pathologist Services

11.7 National University Student Teacher Agreement Renewal

11.8 National University Internship Program Agreement Renewal

11.9 Approval of Change Order with RAN for a design change to the HVAC System for the MPR in Building E.

11.10 Approval of Change Order with Kamran for Storage space for kitchen equipment at Rio Del Sol

## **12. Organizational Business**

### 12.1 Future Items for Discussion

Trustee Esquivel would like a report of eRate payments. President Eisenhauer would like a student report on the Monterey Bay field trip.

12.2 Future Meeting Dates: Annual Organizational Meeting December 12, 2018; Special Board Meeting December 19, 2018

**13. Adjournment**

**13.1 Adjournment**

President Eisenhower adjourned the meeting at 8:20 p.m.

**Approved on this 12th day of December, 2018.**

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John Puglisi, Ph.D., Secretary

Date

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Eleanor Torres, Clerk of the Board

Date



**12.3**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.3 Approval of the Donation Report
Access	Public
Type	Action (Consent)

### Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio Del Norte	Coca Cola	Incentives	36.72
Rio del Norte	Coca Cola	Incentives	28.69
Rio Del Norte	Your Cause	Incentives	100.02
Rio Del Sol	Life Touch	Incentives	436.00
Rio Del Mar	Life Touch	Incentives	264.00
Rjo Vista	Life Touch	Incentives	222.00
Rio Del Mar	Bob Discount Furniture	Incentives	2,500.00

### 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.*



12.4





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.4 December Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the December 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 December 2018 personnel report is presented for approval.

[PERS Report - December 12, 2018.pdf \(51 KB\)](#)

### 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**

**December 12, 2018**

**Classified Personnel Report**

**Classified Ratification of Employment:**

**Peralta, Marta, Bus Driver, MOT, (5.05) hours, effective 12/3/18**



12.5





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.5 2019/2020 RSD Open Enrollment Dates
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the open enrollment dates for the 2019/2020 school year.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

Speaker: Carolyn Bernal

#### Rationale:

Educational Services and the Human Resources Department is providing the board with the **2019-2020** Open Enrollment dates. Families will be able to request Intra-district transfers during this open enrollment window.

A copy of the application is attached for review.

[SPANISH INTRA APP 19-20.pdf \(184 KB\)](#)

[Open Enrollment Eng. 19-20.pdf \(262 KB\)](#)

### 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.*

**Open Enrollment/Intra-district**

1. No student currently residing within a school's attendance area shall be displaced by an intra-district transfer student (EC 35160.5)
2. **All students making a first request for an intra-district transfer must first enroll at their school of residence.** Once enrolled, parent/legal guardian may apply for an intra-district transfer. Parents/legal guardians are required to fill out an application form to indicate that they wish to transfer their student to another school and return the form to the **District Office located at 2500 East Vineyard Avenue, Oxnard before 4:30 p.m. on Friday, March 1st, 2019.** Continuing intra-district transfer students will be considered before new applicants.
3. **Rio Real's Dual Immersion program will accept transfer request based on acceptance into the Dual Immersion program. Applicants should contact the site administrator for program specifics at (805) 485-3117.**
4. Priority will be given to students whose parent/legal guardian is assigned to that school as his or her primary place of employment.
5. **All students who submit applications to the District no later than 4:30 p.m. on Friday, March 1st, 2019 shall be considered** for admission to their school of request the following school year under the District's Open Enrollment/Intra-district Policy. Applications received after the deadline may be considered if further openings exist.
6. If the intra-district transfer applicant pool exceeds available space in a school of choice, approval shall be determined by lottery from the eligible applicant pools, and a waiting list shall be established to indicate the order in which students may be accepted. Late applicants may be added to the waiting list in the order in which they apply.
7. Applicants will be informed by mail as to whether their applications have been approved, denied or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
8. Applicants that are approved are approved with the condition that the intra-district transfer student may be displaced to their school of residence if an incoming resident student enrolls and no space is available.
9. Except as required by 20 USC 6316, for transfers out of Title I program improvement schools, the District shall not be obligated to provide transportation for students who attend outside their attendance area. However, upon request, the Superintendent or designee may authorize transportation contingent upon available space and funds. Priority for any such transportation shall be based on demonstrated financial need.
10. An intra-district transfer may be revoked at any time by the district for the following reasons: 1.) Student is excessively tardy or absent from school, or student is brought to school excessively tardy or picked-up excessively early, 2.) Student fails to uphold appropriate behavior standards, 3.) student fails to make appropriate academic efforts, 4.) False or misleading information was provided on the intra-district transfer and/or accompanying documentation, and 5.) Other conditions that occur that would render continuance inadvisable.

Rio del Sol (K-7)	<b>Rio School District</b>	Rio de Valle Middle School (6-8)
Rio del Mar (K-5)		Rio Vista Middle School (6-8)
Rio Del Norte (K-5)		Rio Real (K-8 D.I. Only)
Rio Lindo (K-5)		Rio Plaza (K-5)
Rio Rosales (K-5)		

**PLEASE NOTE: If you wish your child to attend your neighborhood school of residence, you do not need to complete this form.**

**RIO SCHOOL DISTRICT  
Intra-district Transfer Request  
For the 2019-2020 School Year**

**PLEASE PRINT**

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade in 2019-2020: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Current School of Attendance: \_\_\_\_\_

Requested School: \_\_\_\_\_  
(School you wish your child to attend)

School of Residence: \_\_\_\_\_  
(Neighborhood School)

**Reason for Request:**

- New Application
- I moved and want to continue at \_\_\_\_\_ school for the remainder of the year.
- Continuing Intra-district Transfer Student
- Parent/Guardian is assigned to requested school as primary place of employment.
- Dual Immersion
  - Approved DI program
  - Denied DI program (Principal authorization for Dual Immersion Program)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**PLEASE NOTE:** All students who submit applications to the District Office no later than 4:30 p.m. on March 1st, 2019 shall be considered for enrollment to their school of request the following school year under Rio School District' Open Enrollment Policy. Applications received after the deadline may be denied.

**OFFICE USE ONLY**

Status of Request: Approved \_\_\_ Denied \_\_\_ Waiting List \_\_\_ Waiting List No. \_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

DISTRIBUTION

Parent, Site, District Office

2500 E. Vineyard Ave., Suite 100, Oxnard, CA 93036

P: 805-485-3111 F: 805-988-1599  
www.rioschools.org



**Distrito Escolar Rio**  
**Procedimientos de Transferencia Dentro del Distrito**  
**2019-20**

**Matriculación/Dentro del Distrito**

1. Ningún estudiante residiendo actualmente dentro del área de asistencia escolar deberá ser desplazado por otro estudiante con transferencia dentro del distrito. (EC 35160.5).
2. **Todos los estudiantes solicitando una transferencia dentro del distrito deberán primeramente estar matriculados en su escuela de residencia.** Una vez matriculados, el padre/tutor legal podrá aplicar para una transferencia dentro del distrito. Se le requiere al padre/tutor que complete una aplicación para indicar su deseo de transferir a su estudiante a otra escuela y entregar la forma a la **Oficina de Servicios para Familias y Estudiantes localizada en 3300 Cortez Street, Oxnard o en la Oficina de Distrito en 2500 Vineyard Ave. Ste. 100, Oxnard antes de las 4:30 p.m. 1 de marzo, 2019.** Los estudiantes continuando con la transferencia dentro del distrito serán consideradas antes de los nuevos solicitantes.
3. **El programa del inmersión dual en la escuela Rio Real aceptara transferencias basada en la aprobación al programa del inmersión dual. Los solicitantes deben ponerse en contacto con la directora de la escuela Rio Real para preguntas sobre el programa a (805) 485-3117.**
4. Se les dará prioridad a los estudiantes cuyos padres/tutores están asignados a esa escuela como su lugar principal de empleo.
5. **Todos los estudiantes que entreguen sus aplicaciones en el distrito antes de las 4:30 p.m. del 1 de marzo, 2019 deberán ser consideradas** para su ingreso a su escuela de solicitud para el siguiente año escolar bajo la Póliza del Distrito de Matriculación/Dentro del Distrito. Las aplicaciones recibidas después de la fecha especificada pueden ser negadas. No hay un proceso de apelación para las decisiones de Matriculación/Dentro del Distrito.
6. **Si el número de solicitantes para transferencia dentro del distrito excede el espacio disponible en la escuela solicitada, se hará un proceso de selección imparcial al azar para determinar quien debe ser aceptado.** (Código de Educación 35160.5 (b) (1)).
7. **A los solicitantes se les informará por correo si su aplicación ha sido aprobada, negada o colocada en lista de espera. Si la aplicación es negada, las razones por la negación deberán ser explicadas.**
8. Los solicitantes aprobados son aprobados con la condición de que un estudiante con transferencia dentro del distrito puede ser desplazado a su escuela de residencia si un estudiante residente se matricula y no hay espacio disponible.
9. Excepto como es requerido por 20 USC 6316, para transferencias fuera de las escuelas con Programa de Mejoramiento Escolar Título I, el Distrito no estará obligado a proporcionar transportación a estudiantes que asisten fuera de su área de residencia. Sin embargo, sobre petición, la Superintendente o su designado pueden autorizar transportación considerando el espacio y los fondos disponibles. La prioridad para tal transportación deberá ser basada en demostrar necesidad financiera.

**Rio School District**

Rio del Sol (K-7)  
Rio del Mar (K-5)  
Rio del Norte (K-5)  
Rio Lindo (K-5)  
Rio Rosales (K-5)

Rio Vista Middle School (6-8)  
Rio del Valle Middle School (6-8)  
Rio Real (K-8 D.I. Only)  
Rio Plaza (K-5)



**DISTRITO ESCOLAR RIO**  
**Petición de Transferencia Dentro del Distrito**  
**Para el Año Escolar 2019-2020**

**POR FAVOR NOTE:** *Si desea que su hijo/a asista a la escuela de su residencia, no necesita completar esta forma.*

**Por favor imprimir**

Fecha: \_\_\_\_\_ Fecha de Nacimiento: \_\_\_\_\_

Nombre del Estudiante: \_\_\_\_\_ Grado en 2019-2020: \_\_\_\_\_

Nombre del Padre/Tutor: \_\_\_\_\_ # de Teléfono de casa: \_\_\_\_\_

Domicilio: \_\_\_\_\_ #de Teléfono del trabajo: \_\_\_\_\_

Escuela de Asistencia Actual: \_\_\_\_\_

Escuela que Solicita: \_\_\_\_\_ Escuela de Residencia: \_\_\_\_\_  
(Escuela a la que quiere su hijo/a asista) (Escuela de su vecindario)

**Razón para su petición:**

- Nueva Aplicación
- Me mude y desea continuar en \_\_\_\_\_ escuela para el resto del año.
- Continuando Intra distrito de Escuela a Escuela
- Padre/Guardián esta asignado a la escuela seleccionada por parte del lugar Empleo.
- Inmersión Dual

Aprobado al programa DI \_\_\_\_\_  
 No fue Aprobado al programa DI \_\_\_\_\_ (Autorización de la directora para el programa del inmersión dual)

\_\_\_\_\_  
 Firma del Padre/Tutor Fecha

**POR FAVOR NOTE:** Todas las aplicaciones entregadas en la Oficina de Servicios para Familias y Estudiantes a las 4:30 p.m. del 1 de marzo, 2019 serán ser consideradas para matriculación en la escuela de su elección para el siguiente año escolar bajo la Póliza de Matriculación Abierta del Distrito Escolar Rio. Las aplicaciones recibidas después de la fecha de plazo pueden ser negadas.

**Únicamente para la Oficina**

Información de las Solicitud: Aprobada \_\_\_\_\_ Negada \_\_\_\_\_ Lista de Espera \_\_\_\_\_

Aprobado por: \_\_\_\_\_ Fecha: \_\_\_\_\_

DISTRIBUCION Padre/Tutor, Oficina de Distrito

**12.6**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.6 Ratification of the Commercial Warrant
Access	Public
Type	Information

### 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 \$3,337,143.67 which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$1,457,249.01
Fund 130 Cafeteria Fund	\$128,726.36
Fund 211 Building Fund	\$1,745,439.97
Fund 251 Capital Facilities - Residential	\$5,837.75
Less Unpaid Tax Liability	<u>-\$109.42</u>
Total:	\$3,337,143.67

[Commercial Warrant 12-12-18.pdf \(460 KB\)](#)

### Administrative Content

### Executive Content



## ReqPay12a

## Board Report

Checks Dated 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031786	11/05/2018	Sara Juarez	010-5800		77.39
5009031787	11/05/2018	Margarita Mosqueda	010-4300	46.31	
			010-5200	43.99	90.30
5009031788	11/05/2018	Maria M. Hernandez	010-4300		23.00
5009031789	11/05/2018	Adeline Mendez	010-4300		54.35
5009031790	11/05/2018	Jisela Ramirez	010-5200		99.19
5009031791	11/05/2018	Robert W. Guynn	010-4300		69.65
5009031792	11/05/2018	Margarita C. Jimenez	010-4300		104.77
5009031793	11/05/2018	Sonya B. Lopez Mercado	010-4300		272.33
5009031794	11/05/2018	Jeannette D. Smith	010-4300		17.42
5009031795	11/05/2018	Ronda J. Plomteaux	010-4300		98.74
5009031796	11/05/2018	Betsy Paglar	010-5200		202.74
5009031797	11/05/2018	Brenda Morales Bravo	010-4300		417.70
5009031798	11/05/2018	Ryan Emery	010-4300		111.28
5009031799	11/05/2018	Julie Avnit	211-5800		7,500.00
5009031800	11/05/2018	CASA PACIFICA	010-5100	2,701.40	
			010-5800	2,369.16	5,090.66
5009031801	11/05/2018	CONTINUING DEVELOPMENT INC.	010-5100	1,022.05	
			010-5800	1,303.36	2,325.41
5009031802	11/06/2018	C D W GOVERNMENT, INC.	010-4300	7,423.80	
			010-4400	8,337.80	
			130-4300	1,200.67	
			130-4400	587.86	17,560.13
5009031803	11/05/2018	Chops Percussion	010-4300	2,795.98	
			010-4400	1,738.02	4,534.00
5009031804	11/05/2018	CALIFORNIA LUTHERAN UNIVERSITY	010-5200		900.00
5009031805	11/05/2018	Curriculum Associates, Inc.	010-4300		419.21
5009031806	11/05/2018	FOLLETT SCHOOL SOLUTIONS, INC.	010-4140		3,047.72
5009031807	11/05/2018	John Goenell DBA Gforce Printing	010-5800		1,028.20
5009031808	11/05/2018	Global Equity Communications	010-5800		3,315.00
5009031809	11/05/2018	Kruger, Bensen, Ziemer, Architects, Inc.	211-6218		5,366.00
5009031810	11/05/2018	CENGAGE LEARNING	010-4300		2,112.71
5009031811	11/05/2018	Parker & Covert Attn Maryann Aniversario	010-5802		1,543.00
5009031812	11/05/2018	Ventura County Watershed Protection District	010-5540		932.84
5009031813	11/05/2018	Ventura County Star	211-8102		985.66
5009031814	11/05/2018	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5200		75.00
5009031815	11/05/2018	Ventura County Office of Education	010-5200		300.00
5009031816	11/06/2018	Josefina Yurof	010-4300		16.00
5009031817	11/06/2018	Anderson Systems	211-6201		31,635.00
5009031818	11/06/2018	Diane DeLaurantis	010-5800		750.00
5009031819	11/06/2018	SOUTHERN CALIF. EDISON	010-5520		4,376.12

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

ESCAPE

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Checks Dated 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031820	11/06/2018	FEDEX	010-5900		137.86
5009031821	11/06/2018	Carlo Andre Godoy dba Godoy Studios	010-5800		6,225.00
5009031822	11/06/2018	OFFICE DEPOT	010-4300	12,502.80	
			010-4400	136.07	
			130-4300	597.24	13,236.11
5009031823	11/06/2018	CITY OF OXNARD	010-5540		7,146.59
5009031824	11/06/2018	Ran Enterprises, Inc.	211-6201		85,615.56
5009031825	11/06/2018	SC FUELS	010-4300		624.44
5009031826	11/06/2018	Steve Sunnerborg	010-5613	476.20	
			010-5800	3,273.80	3,750.00
5009031827	11/06/2018	VERIZON WIRELESS	010-5920		374.24
5009031828	11/06/2018	Dr. Elizabeth Yeager	010-5800		3,067.50
5009031829	11/08/2018	Adam L. Erickson	010-4300		378.00
5009031830	11/08/2018	Jessie Graham	010-5200		52.32
5009031831	11/08/2018	Accelerate Learning Inc	010-4300		3,022.60
5009031832	11/08/2018	American Integrated Resources	211-6201		20,662.50
5009031833	11/08/2018	BALFOUR BEATTY CONSTRUCTION	211-6272	124,698.00	
			211-6275	1,919.02	126,617.02
5009031834	11/08/2018	Breakout, EDU	010-4300		856.00
5009031835	11/08/2018	C D W GOVERNMENT, INC.	010-4300	3,772.00	
			010-4400	17,257.89	21,029.89
5009031836	11/08/2018	Charming Beta Co Inc	010-4300	213.25	
			Unpaid Tax	15.34-	197.91
5009031837	11/08/2018	CITY OF OXNARD RECREATION SERVICES	010-4300		500.00
5009031838	11/08/2018	Department Of Toxic	010-5800		280.00
5009031839	11/08/2018	Discount School Supply	010-4300		169.87
5009031840	11/08/2018	SOUTHERN CALIF. EDISON	010-5520		13,847.82
5009031841	11/08/2018	Frontier Communications	010-5900		179.58
5009031842	11/08/2018	THE GAS COMPANY	010-5530		146.62
5009031843	11/08/2018	Luis Gerardo Guillen	010-5800		240.00
5009031844	11/08/2018	GREATAMERICA FINANCIAL SVCS	010-5610		286.57
5009031845	11/08/2018	HAROLD'S FAST ROOTER & PLUMBING	010-5610		6,029.00
5009031846	11/08/2018	HARRIS WATER CONDITIONING	010-5540		108.99
5009031847	11/08/2018	KENCO CONSTRUCTION SERVICES	211-6245		14,960.00
5009031848	11/08/2018	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		1,996.67
5009031849	11/08/2018	KONICA MINOLTA PREMIER FINANCE	010-5612		1,280.19
5009031850	11/08/2018	Marcus Lopez	010-5800		600.00
5009031851	11/08/2018	MAXIM STAFFING SOLUTIONS	010-5100	3,000.00	
			010-5800	1,560.00	4,560.00
5009031852	11/08/2018	OFFICE DEPOT	010-4300		738.39
5009031853	11/08/2018	CITY OF OXNARD	010-5540		2,899.99
5009031854	11/08/2018	PERFORMANCES TO GROW ON	010-5800		1,050.00

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

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ReqPay12a

Board Report

Checks Dated 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031855	11/08/2018	RIO PLAZA WATER COMPANY #518	010-5540		5,019.49
5009031856	11/08/2018	Hekar Rivera	010-5800		2,200.00
5009031857	11/08/2018	SC FUELS	010-4300	1,231.73	
			010-4360	184.85	
			130-4300	54.28	1,470.86
5009031858	11/08/2018	SecondStep.org	010-4300	440.70	
			Unpaid Tax	31.70-	409.00
5009031859	11/08/2018	TELCOM, INC	010-4300		788.57
5009031860	11/13/2018	Bertrand Music	010-4300	496.05	
			010-5800	84.29	580.34
5009031861	11/13/2018	Bertrands Music (Pedersen)	010-4300	6,109.83	
			010-4400	1,275.06	7,384.89
5009031862	11/13/2018	E J Harrison & Sons	010-5560		663.11
5009031863	11/13/2018	SOUTHERN CALIF. EDISON	010-5520		5,399.58
5009031864	11/13/2018	FOLLETT SCHOOL SOLUTIONS, INC.	010-4140	1,038.17	
			010-4200	1,389.07	2,427.24
5009031865	11/13/2018	THE GAS COMPANY	010-5530		246.53
5009031866	11/13/2018	GOPHER SPORTS	010-4300		2,438.37
5009031867	11/13/2018	Kid's Flooring Source DBA KidCarpet.com	010-4300	301.69	
			Unpaid Tax	21.70-	279.99
5009031868	11/13/2018	SOS Survival Products	010-4300		1,056.41
5009031869	11/13/2018	UNITED WATER CONSERVATION DIST.	010-5540		1,845.38
5009031870	11/13/2018	U.S. Bank Corporate Payment Systems	010-4300	3,563.88	
			010-5200	4,243.80	
			010-5300	128.22	
			010-5800	845.60	
			010-8899	45.65	
			130-4300	1,966.88	
			211-6400	4,006.89	14,600.92
5009031871	11/13/2018	VCSCA- J. Marquez-Gift treasurer	010-5200		455.00
5009031872	11/15/2018	KIMBERLY BOYD	130-8634		6.00
5009031873	11/15/2018	KRISTINA SOTO	130-8634		40.00
5009031874	11/15/2018	Jenise A. Buckenberger	130-4300		462.55
5009031875	11/15/2018	Veronica Rauchenberger	010-4300		253.72
5009031876	11/15/2018	Lucila Arceo	010-5200		34.33
5009031877	11/15/2018	Marla M. Hernandez	010-5800		120.00
5009031878	11/15/2018	Jisela Ramirez	010-4300		94.16
5009031879	11/15/2018	Jacob R. Wehrli	010-4300		123.84
5009031880	11/15/2018	Kristen A. Steiner	010-4300		67.31
5009031881	11/15/2018	Josh Steiner	010-4300		360.00
5009031882	11/15/2018	Marissa Ruelas	010-5200		41.31
5009031883	11/15/2018	Robert W. Guynn	010-4300		26.40
5009031884	11/15/2018	Robert J. Guynn Jr.	010-5200		36.21

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 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031885	11/15/2018	Martha Amezcua	010-4300		25.00
5009031886	11/15/2018	Jeannette D. Smith	010-4300		110.45
5009031887	11/15/2018	Oscar G. Hernandez	010-5200		302.42
5009031888	11/15/2018	María Rivera	010-5200		30.52
5009031889	11/15/2018	Brenda Morales Bravo	010-4300		171.74
5009031890	11/15/2018	Acom Appliance Service	010-4300	51.44	
			010-5600	188.50	
			010-5800	75.00	314.94
5009031891	11/15/2018	Assistance League School	010-5100	10,500.00	
			010-5800	2,500.00	13,000.00
5009031892	11/15/2018	Aswell Trophy	010-4300		161.63
5009031893	11/15/2018	Atkinson, Anderson, Loya, Rued & Romo	010-5802		6,345.00
5009031894	11/15/2018	Dave Bang Associates, Inc of CA	010-4300	2,839.12	
			010-4400	1,702.00	4,541.12
5009031895	11/15/2018	CASA PACIFICA	010-5100	857.39	
			010-5800	758.29	1,615.68
5009031896	11/15/2018	Jack Cashman	010-4300		100.00
5009031897	11/15/2018	CITY OF OXNARD	010-5540		5,259.67
5009031898	11/15/2018	SCHOOL SPECIALTY	010-4300		319.13
5009031899	11/15/2018	DISCOVERY EDUCATION INC	010-5800		2,470.00
5009031900	11/15/2018	EBS HEALTHCARE	010-5100	27,380.90	
			010-5800	8,317.40	35,698.30
5009031901	11/15/2018	EDUCATIONAL DATA SYSTEMS ATTN ACCOUNTING DEPT.	010-5800		299.19
5009031902	11/15/2018	FRANKLIN TRUCK PARTS, INC.	010-4300		94.17
5009031903	11/15/2018	HAROLD'S FAST ROOTER & PLUMBING	010-5610		1,800.00
5009031904	11/15/2018	Hayes Graphics	010-4300	39.20	
			010-5800	78.40	117.60
5009031905	11/15/2018	William Venegas Hip Hop Mindset	010-5800		3,150.00
5009031906	11/15/2018	Michael Lorimer	010-5800		10,842.14
5009031907	11/15/2018	Nee Quaison Sackey	010-5800		3,100.00
5009031908	11/15/2018	PDAP of Ventura County	010-5800		500.00
5009031909	11/15/2018	SC FUELS	010-4300	1,181.54	
			010-4380	118.31	1,299.85
5009031910	11/15/2018	Scholastic Classroom Magazine	010-5800		151.80
5009031911	11/15/2018	TAFT ELECTRIC	010-4300	69.70	
			010-5610	5,996.50	6,066.20
5009031912	11/15/2018	TMC Direct	010-5800		4,872.00
5009031913	11/15/2018	Typing Agent	010-5800		6,287.50
5009031914	11/15/2018	Ventura County Office of Education	010-5100	8,142.81	
			010-5800	677.19	8,820.00
5009031915	11/19/2018	Oscar Nunez	010-5200		217.39
5009031916	11/19/2018	A4E	211-6219		27,637.20
5009031917	11/19/2018	Stephen Clark	010-5800		725.00
5009031918	11/19/2018	CULVER-NEWLIN, INC.	010-4300	911.89	

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ReqPay12a

Board Report

Checks Dated 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031918	11/19/2018	CULVER-NEWLIN, INC.	211-8400	513.97	1,425.86
5009031919	11/19/2018	Durham School Services	010-5800		116,286.92
5009031920	11/19/2018	SOUTHERN CALIF. EDISON	211-6102		3,890.69
5009031921	11/19/2018	MAXIM STAFFING SOLUTIONS	010-5100	5,400.00	
			010-5800	1,317.60	8,717.60
5009031922	11/19/2018	Myers, Widders, Gibson, Jones	010-5802	6,549.32	
			211-5802	4,824.33	
			251-5802	5,837.75	17,211.40
5009031923	11/19/2018	Painting & Decor, inc.	211-6201		87,382.00
5009031924	11/20/2018	SISC FINANCE	010-9516	8,148.78	
			010-9534	584,722.85	
			010-9537	27,425.72	600,297.35
5009031925	11/26/2018	Martha A. Martinez	010-5200		6.38
5009031926	11/26/2018	Antony L. Lyons	010-5200		200.00
5009031927	11/26/2018	Lillian Hernandez	010-5200		279.85
5009031928	11/26/2018	Meagan Guenther	010-5200		756.15
5009031929	11/26/2018	Desiry Cisneros	010-5200		23.98
5009031930	11/26/2018	Arianna Lopez-Castellanos	010-5200		645.79
5009031931	11/26/2018	Anderson Systems	211-8201		83,757.56
5009031932	11/26/2018	Belinda Betancourt	010-3710		1,448.00
5009031933	11/26/2018	Center Glass Co	211-8201		22,800.20
5009031934	11/26/2018	Diane DeLaurantis	010-5800		750.00
5009031935	11/26/2018	DeVries Construction	211-8201		428,471.39
5009031936	11/26/2018	Employment Dev Dept	010-3501	798.21	
			010-3502	279.29	1,077.50
5009031937	11/26/2018	Floored Tile & Stone, Inc	211-8201		8,380.00
5009031938	11/26/2018	Golden State Alarms, Inc.	010-5800		8,979.42
5009031939	11/26/2018	JPI Development Group Inc.	211-8201		33,309.32
5009031940	11/26/2018	Kamran & Company, Inc Attn Dorle Prullitky	211-8201		264,327.05
5009031941	11/26/2018	MWG MESTMAKER & ASSOCIATES	010-5450		160.00
5009031942	11/26/2018	Nee Quaison Sackey	010-5800		2,750.00
5009031943	11/26/2018	Pierre Landscapes, Inc	211-8201		7,376.42
5009031944	11/26/2018	Ran Enterprises, Inc.	211-8201		76,673.14
5009031945	11/26/2018	Hekar Rivera	010-5800		1,850.00
5009031946	11/26/2018	SC FUELS	010-4300	1,301.23	
			010-4360	174.29	
			130-4300	169.67	1,645.19
5009031947	11/26/2018	Standard Drywall, Inc.	211-8201		176,914.08
5009031948	11/26/2018	TAFT ELECTRIC	211-6102	2,291.22	
			211-8201	209,773.77	212,084.99
5009031949	11/26/2018	THE BERRY MAN, INC.	130-4710		69,046.66
5009031950	11/26/2018	Valencia Sheet Metal, Inc.	211-8201		1,372.90
5009031951	11/26/2018	Ventura County Office of Education	010-5100	33,878.41	
			010-5800	2,800.84	36,479.25
5009031952	11/27/2018	Beth Lindley	010-4300		91.66

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ESCAPE 

Checks Dated 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031953	11/27/2018	Veronica Rauschenberger	010-4300		129.40
5009031954	11/27/2018	Kim M. Fairchild	010-4300		59.95
5009031955	11/27/2018	Dana Mainzer	010-4300		528.53
5009031956	11/27/2018	Carolina Villa	010-4300		32.00
5009031957	11/27/2018	Oscar G. Hernandez	010-5200		67.03
5009031958	11/27/2018	Arianna Lopez-Castellanos	010-5200		330.00
5009031959	11/27/2018	AT&T	010-5900	344.67	
			130-5900	48.22	392.89
5009031960	11/27/2018	AT&T	010-5900		350.58
5009031961	11/27/2018	CONTINUING DEVELOPMENT INC.	010-5100	1,228.70	
			010-5900	1,566.90	2,795.60
5009031962	11/27/2018	Driftwood Dairy	130-4710		91,034.09
5009031963	11/27/2018	E J Harrison & Sons	010-5560		7,316.43
5009031964	11/27/2018	SOUTHERN CALIF. EDISON	010-5520		783.09
5009031965	11/27/2018	Fry's Electronics customer #70893	010-4300		1,857.20
5009031966	11/27/2018	THE GAS COMPANY	010-5530		408.24
5009031967	11/27/2018	John Gosnell DBA Gforce Printing	010-5800		479.49
5009031968	11/27/2018	HARRIS WATER CONDITIONING	010-5540		30.00
5009031969	11/27/2018	KONICA MINOLTA PREMIER FINANCE	010-5612		743.65
5009031970	11/27/2018	Blaine Kutin	010-5800		948.06
5009031971	11/27/2018	United of Omaha Life Ins. Co.	010-9534		709.32
5009031972	11/27/2018	Myers, Widders, Gibson, Jones	211-5802		9,576.00
5009031973	11/27/2018	Ox Blue	010-5800		599.00
5009031974	11/27/2018	PDAP of Ventura County	010-5800		1,000.00
5009031975	11/27/2018	SC FUELS	010-4300	255.45	
			010-4360	81.04	316.49
5009031976	11/27/2018	Steve Sunnarborg	010-5613	306.36	
			010-5800	2,106.14	2,412.50
5009031977	11/27/2018	Tax Deferred Services Corporate Office Suite 209	010-9539		91,273.00
5009031978	11/29/2018	KARI KONRAD	130-8634		34.50
5009031979	11/29/2018	Adrienne M. Peralta	010-5200		99.19
5009031980	11/29/2018	Maria M. Hernandez	010-4300		82.13
5009031981	11/29/2018	Sonya B. Lopez Mercado	010-4300		273.42
5009031982	11/29/2018	Vanessa M. Acosia	010-5200		90.00
5009031983	11/29/2018	Ryan Emery	010-4300		171.10
5009031984	11/29/2018	State of California Accounting Office	130-4710		499.20
5009031985	11/29/2018	American Button Machines	010-4300	655.81	
			Unpaid Tax	40.68-	615.13
5009031986	11/29/2018	APPLIED BACKFLOW TECHNOLOGIES	010-5540		449.00
5009031987	11/29/2018	ARC	211-5800		880.10
5009031988	11/29/2018	AT&T	010-5800	5,693.38	
			130-5900	.35	5,693.73
5009031989	11/29/2018	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	180,374.59	

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

ESCAPE ONLINE

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Checks Dated 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031989	11/29/2018	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5800	8,250.00	188,824.58
5009031990	11/29/2018	BRAINPOP	010-5800		2,395.00
5009031991	11/29/2018	CDE/CASHIER'S OFFICE	130-9320		2,750.85
5009031992	11/29/2018	Demco	010-4300		291.75
5009031993	11/29/2018	Dominos Pizza	130-4710		985.77
5009031994	11/29/2018	FAGEN FRIEDMAN & FULFROST, LLP	010-5200		195.00
5009031995	11/29/2018	Fence Factory	010-4300		2,387.00
5009031996	11/29/2018	FLINN SCIENTIFIC, INC.	010-4300		6,986.82
5009031997	11/29/2018	THE GAS COMPANY	010-5530		1,127.72
5009031998	11/29/2018	GOPHER SPORTS	010-4300		216.81
5009031999	11/29/2018	HARRIS WATER CONDITIONING	010-5540		18.75
5009032000	11/29/2018	William Vanegas Hip Hop Mindset	010-5900		980.00
5009032001	11/29/2018	OXNARD ELEM SCHOOL DISTRICT	010-9510		16,000.00
5009032002	11/29/2018	P & R Paper Supply Co., Inc.	130-9320		5,111.24
5009032003	11/29/2018	Parker & Covart Attn Maryann Aniversario	010-5802		785.08
5009032004	11/29/2018	Tri County Bread Service	130-4710		10,172.88
5009032005	11/29/2018	Sam's Club Direct	010-4300	1,175.88	
			010-4325	48.42	
			130-4300	6.77	
			130-4710	485.21	1,098.28
5009032006	11/29/2018	THE BERRY MAN, INC.	130-4710		1,122.98
5009032007	11/29/2018	Top Quality Manufacturing	010-4300		193.95
5009032008	11/29/2018	U.S. Bank Corporate Payment Systems	010-4300	5,652.36	
			010-5200	6,994.85	
			010-5800	727.36	
			010-5800	1,284.05	
			010-9510	4.00	
			130-4710	55.98	14,878.40
5009032009	11/29/2018	VENTURA REFRIGERATION SALES & SERVICE	130-5600		2,157.82
5009032010	11/29/2018	Versare solutions, LLC	010-4400		1,670.00
5009032011	11/29/2018	Vocabulary Spelling City, Inc.	010-5800		297.00
5009032012	11/29/2018	XEROX CORPORATION	010-5812	8,232.85	
			130-5812	158.61	9,391.46
<b>Total Number of Checks</b>			<b>227</b>		<b>3,337,143.67</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	190	1,467,249.01
130	Cafeteria Fund	23	128,726.36
211	Building Fund	27	1,745,439.97
251	CAPITAL FACILITIES - RESIDENTI	1	5,837.75

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 11/02/2018 through 11/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
		Total Number of Checks	227	3,337,253.09	
		Less Unpaid Tax Liability		109.42-	
		Net (Check Amount)		<u>3,337,143.67</u>	

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

ESCAPE REPORT

12.7







### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.7 Ratification of Student Transportation Contracts with Durham School Services, L.P.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	518,024.80
Budgeted	Yes
Budget Source	LCFF Funds
Recommended Action	It is recommended that the ratification of the student transportation contract be granted.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

### Public Content

Speaker: Dr. Puglisi

#### Rationale:

At a special board meeting held on August 15, 2018, the Rio School District (the "District") Board of Trustees (the "Board") considered approval of student transportation contracts with Durham School Services, L.P. ("Durham"). One contract is for the transportation of upper grade Rio Del Sol students who are temporarily being housed at other District school sites while the Rio Del Sol construction is completed, and certain long-term student transportation services for various District students. The second contract is for the transportation of moderate to severe special education students throughout the District. The contracts were provided to the District by Durham on an emergency basis. At the August 15, 2018 special meeting, by Resolution No. 1819/03, the Board authorized the Superintendent to execute the contracts as proposed by Durham, or in a form more favorable to the District so long as the revised contracts were brought back to the Board for ratification. The parties subsequently negotiated certain revisions to the contracts. This action item is for ratification of the revised Durham contracts.

The contracts have been modified in several ways, as summarized below.

- The regular transportation services contract now expressly acknowledges the temporary services for Rio Del Sol and allows the District to suspend or terminate those temporary services without penalty or liability to Durham. (Section 2.) This provision was not added to the special education transportation contract because it is anticipated that the District will require the existing special education transportation services for the full school year.
- Both contracts include new language stating the District will not be liable to Durham for the applicable daily charges if the District cancels services due to an emergency. (Section 2.) However, the District must provide Durham at least two hours' advance notice in order to avoid time and mileage charges for the driver being dispatched to the applicable site(s).
- The contracts now clarify that the District will not be assessed late charges on invoice amounts disputed in good faith so long as any dispute resolution proceedings determine that the payments were properly withheld. (Section 3.)
- As amended, any annual rate increase cannot exceed three percent. (Section 4.)
- Section 8, pertaining to insurance, has been substantially revised to increase the types and amounts of insurance coverage that Durham must carry. The original contract required general and automobile liability with a combined single limit of \$5,000,000 and workers' compensation in accordance with the law. As amended, Durham is obligated to carry commercial general liability not less than \$5,000,000 per occurrence and

\$10,000,000 in the aggregate; commercial automobile liability insurance not less than \$25,000,000 combined single limit; abuse and molestation coverage not less than \$5,000,000 per occurrence and in the aggregate; \$1,000,000 employer liability insurance; full replacement value personal property coverage; and workers' compensation in accordance with the legal requirements. The District must be named as an additional insured, and Durham waives its right to subrogation.

- The District can now demand immediate correction of serious problems, such as late arrivals and any action that might endanger the safety of District students. (Section 19.)
- Several boilerplate provisions have been added, including, but not limited to, appropriations, non-discrimination, fingerprinting/criminal background, audit and student data protection clauses. (See Sections 28-39.)

Notably, certain provisions were not changed. In order to ensure service for the 2018-2019 school year, Durham required the District to guarantee a minimum number of operating days for any ongoing services (i.e., any services not subject to cancellation by the District due to construction at Rio Del Sol). Durham may charge the District if actual service falls below the guaranteed amount, unless an exception applies. Moreover, the District will continue to pay for fuel. Several other clauses are unchanged. (See, e.g., Sections 7, 14-18, 20, 22, 23, 25, 27.)

The fiscal projections for the revised contracts are considerably lower than the original estimates. In August 2018, the parties contemplated four regular buses at \$389.71 per day and four special education buses at \$365.20 per day for 192 operating days – at an estimated cost of \$579,770.88, plus overtime and fuel.

As of October 1, 2018, the total number of special education buses was reduced from four to three because Durham made the routes more efficient. It was also determined that there are only 180 operating days instead of 192 operating days. With four regular buses at \$389.71 per day for 180 days, four special education buses at \$365.20 per day for 28 days from August 21 to September 28, 2018, and three special education buses at \$365.20 per day for 152 days from October 1, 2018 to June 13, 2019, the estimated contract price is \$488,024.80. Fuel costs are projected to be approximately \$30,000.00, for a total estimated contract price of \$518,024.80, plus any overtime. These fees would be paid with LCCF funds. (Please also see Assistant Superintendent's transportation report submitted for this December Board meeting.)

The attached contracts, which have been executed by Durham and the District superintendent, are made effective as of the beginning of the school year. The contracts are subject to renewal if both parties provide prior written consent.

[Durham Contract No. 1.pdf \(353 KB\)](#)

[Durham Contract Spec. Ed..pdf \(337 KB\)](#)

## **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.*

## AGREEMENT FOR THE TRANSPORTATION OF PUPILS

***THIS AGREEMENT FOR THE TRANSPORTATION OF PUPILS*** (this "Agreement") is made and entered into this 21st day of August, 2018 (the "Effective Date"), by and between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, with a principal office located at 2500 E. Vineyard Avenue, #100, Oxnard, California 93036 ("District"), and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware limited partnership, with its principal office located at 2601 Navistar Drive, Lisle, Illinois 60532 ("Contractor"). District and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. **Scope of Services.** Contractor shall provide pupil transportation services to District which services shall include, but not be limited to, timely and safely transporting students to and from their designated locations; providing equipment, and storage and maintenance thereof; providing employees to perform such services; and administrative, supervisory and operational services required thereby, including, but not limited to, prompt communication with District regarding transportation services and needs, especially during live hours (the "Work") based on the assumptions and at the rates set forth on Schedule A and as otherwise described in this Agreement.
2. **Change in Scope of Services.** The following provisions shall apply in the event of the applicable reduction in service.
  - a. **Certain Temporary Services.** The Parties expressly acknowledge and agree that District is entering into this Agreement, in substantial part, for the following reasons: in August 2018, District opened the newly-constructed Rio Del Sol STEAM Academy ("Rio Del Sol"); Rio Del Sol will eventually be a kindergarten to eighth grade school, but for the 2018-2019 school year, Rio Del Sol will only enroll kindergarten to sixth grade students; as of August 2018, the currently-enrolled upper grade Rio Del Sol students are temporarily attending classes at other District school sites because Rio Del Sol is not yet fully constructed; it is anticipated that the upper grade Rio Del Sol classrooms will be ready for occupancy sometime during the next several months; when the upper grade classrooms are determined to be ready for occupancy, the upper grade students will be relocated to Rio Del Sol, with an approximate final relocation date of February or March 2019; and, until the relocation is complete, the upper grade Rio Del Sol students must temporarily be transported between Rio Del Sol and other District school sites (the "Temporary Services").
  - b. **Ongoing Services.** The Parties also expressly acknowledge and agree that the District requires certain ongoing transportation services for Rio Del Sol and other District students (the "Ongoing Services"). This Agreement contemplates a minimum of 180 operating days per school year for the Ongoing Services. If the actual number of operating days for Ongoing Services falls below 180 during any school year, then the Parties agree to renegotiate in good faith the rates provided in the attached Schedule A if such renegotiation is requested by Contractor. If the Parties cannot reach an agreement, Contractor may, at its option, continue to operate this Agreement at the original rates or terminate this Agreement upon thirty (30) days' written notice. If the actual number of operating days for Ongoing Services falls below the contemplated minimum days and District does not provide notice in advance of the end of the applicable school year making a renegotiation of rates impracticable, Contractor will invoice District and District agrees to pay a sum equal to fifty percent (50%) of the daily charges for each day work is cancelled.
  - c. **Rates and Routes.** District agrees to pay Contractor the rates set forth in Schedule A for the provision of Temporary Services and Ongoing Services and to maintain the route minimums set

## Transportation Agreement

forth in Schedule A. The rates in Schedule A shall not be subject to adjustment if the District terminates or suspends the Temporary Services.

- d. **District Cancellation of Services Due to Emergency.** Notwithstanding anything to the contrary herein, if District cancels any Work due to inclement weather, such as, but not limited to, snow, ice, flood, extreme cold/extreme heat or for other safety reasons or other emergency situations, District shall not be liable to Contractor for the applicable daily charges; provided, however, that District may pay Contractor for each driver's time and mileage to and from Contractor's facility, not to exceed the original cost estimate for the applicable daily route, in the event that District failed to provide Contractor at least two (2) hours' advance notice of the cancellation. This provision shall apply to the Temporary Services and the Ongoing Services.
3. **Payment for Services.** On or about the first business day of each month, Contractor shall submit invoices in the form and number required by District for all services performed under this Agreement. Payment for such services will be made in check, money order, or ACH or wire transfers within a reasonable time thereafter, not to exceed thirty (30) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees. In the event sums due and payable are not received within thirty (30) calendar days, a late charge of one and one-half percent (1.5%) per month of the outstanding balance will be assessed upon the account; provided, however, that District shall not be liable for late charges assessed on any invoice amounts disputed in good faith so long as District promptly notifies Contractor of the dispute and the dispute resolution process determines that the payments were properly withheld. The Parties shall resolve any invoice disputes in accordance with the dispute resolution procedures set forth herein.
  4. **Adjustment of Rates.**
    - a. The rates are set forth in Schedule A and shall be adjusted annually; provided, however, that in no event shall the annual rate increase be more than three percent (3%) to be effective on July 1 of the applicable calendar year.
    - b. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, State of California ("State"), local or other government body's statutes, laws, rules, or regulations impact Contractor's methods and/or costs in connection with the provision of services hereunder (*e.g.*, changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, *etc.*) during the term of this Agreement, Contractor, upon written notice to District, may request a renegotiation of this Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the Parties cannot come to an agreement, either Party may terminate this Agreement upon thirty (30) calendar days' notice.
  5. **Term.** The initial term of this Agreement shall be for a period beginning August 1, 2018 and ending June 30, 2019. This Agreement shall be renewable for two (2) additional terms of one (1) year each (*i.e.*, July 1 to June 30 of the applicable year), at the option and mutual written agreement of the Parties, taking into consideration Contractor's performance under this Agreement and cost negotiations, and subject to applicable statutes and regulations.

## Transportation Agreement

6. **Entire Agreement: Amendment.** This Agreement contains all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, or any part hereof, shall have any validity or bind the Parties. 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.
7. **Permits and Licenses.** For the entire term of this Agreement, and at no additional cost to District, Contractor, its employees, and its agents shall secure and maintain valid permits, licenses, and certifications as required by law for the execution of this Agreement.
8. **Insurance.**
  - a. **Types of Coverage:** Contractor shall, at its sole cost and expense, maintain the following policies of insurance throughout the duration of this Agreement: (i) workers' compensation insurance as required by State law on all of Contractor's employees engaged in the Work; (ii) commercial general liability insurance not less than five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) in the aggregate, which shall include products/completed operations, broad form property damage, bodily injury, and personal and advertisement injury; (iii) for all owned, hired and non-owned vehicles subject to this Agreement, commercial automobile liability not less than twenty-five million dollars (\$25,000,000.00) combined single limit; (iv) abuse and molestation liability not less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate; (v) employer's liability not less than one million dollars (\$1,000,000.00) each occurrence and in the aggregate; and (vi) personal property coverage for all buses, whether leased or owned, in an amount no less than full replacement value.
  - b. **Additional Insureds.** Contractor's commercial automobile liability insurance shall name District, its employees, school board members, officers, agents and volunteers as additional insureds. Contractor's abuse and molestation liability insurance shall name District, its employees and school board members as additional insureds. All additional insured provisions shall be evidenced by an endorsement reasonably satisfactory to District.
  - c. **Certificates of Insurance.** Contractor shall furnish certificates of insurance for the required coverages upon execution of this Agreement and shall furnish new certificates of insurance within thirty (30) calendar days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) calendar day prior notice of cancellation will be given to District.
  - d. **Primary Insurance; Broader Coverage.** The coverages provided by Contractor's commercial general liability and commercial automobile liability policies shall be primary and non-contributory with respect to any insurance or self-insurance programs covering District. 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 Contractor. If Contractor maintains broader coverage or higher limits than the minimum coverages and amounts set forth herein, District shall be entitled to such broader coverages or higher limits, or both the broader coverages and higher limits, as applicable.
  - e. **Waiver of Subrogation.** Contractor shall waive any and all rights of subrogation that Contractor may have against District.

## Transportation Agreement

- f. **No Claims Made Policies.** For this Agreement, Contractor shall not procure any insurance written on a "claims made" basis.
  - g. **Caveat.** Notwithstanding anything to the contrary herein, Contractor shall be required to maintain insurance coverages and minimums in accordance with the requirements set forth by the United States Department of Transportation, California Public Utilities Commission and any other applicable State or federal agencies to the extent, if any, that those entities require higher and/or additional insurance coverages. For avoidance of doubt, the higher and more comprehensive requirements shall prevail.
  - h. **Failure to Procure Insurance.** Contractor's failure to procure or maintain the requisite insurance set forth herein shall constitute a material default by Contractor, in which event District shall be entitled to obtain the insurance on Contractor's behalf and deduct the cost from any amounts due to Contractor and pursue any and all other remedies available at law or in equity.
9. **Hold Harmless Agreement.**
- a. To the fullest extent permitted by State law, Contractor shall hold harmless and indemnify District, its governing board, officers, agents and employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under this Agreement.
  - b. To the fullest extent permitted by State law, District shall hold harmless and indemnify Contractor, its officers, agents, and employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of District or of any person, firm, or corporation, directly or indirectly employed by District upon or in connection with its performance under this Agreement.
10. **Safety Program.** Contractor shall provide formal safety instruction on a regular basis for all operating personnel assigned to this Agreement.
11. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent contractor, and neither Contractor, its employees nor its agents shall be considered to be an officer, agent, or employee of District. As an independent contractor, Contractor shall be wholly responsible for the manner in which Contractor performs the services required by this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Contractor, or District and any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for its employees as they relate to the Work. The personnel performing the Work on behalf of Contractor shall at all times be under Contractor's direction and control. Contractor, including its agents and employees, shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Contractor, nor any of Contractor's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Contractor's employees. Contractor shall be responsible for payment of all Contractor's employees' wages, payroll taxes, employee benefits and any amounts due for federal and State income taxes and social security taxes since these taxes will not

## Transportation Agreement

be withheld from payments under this Agreement. Contractor shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Assignments.** Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor shall advise District of such assignment or transfer in advance.
13. **Subcontracting.** Contractor will not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of District, except on a short term, interim basis in the event of an emergency. Consent shall not be unreasonably withheld.
14. **Routing and Scheduling.** Prior to the start of any service under this Agreement, District and Contractor shall cooperatively establish routes and schedules conforming to the needs of District. If, at any time during the term of this Agreement, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, District and Contractor shall plan and institute such changes jointly. Contractor shall have sufficient notice to review such changes and evaluate the safety considerations. All routes, schedules, and bus stops shall be established by Contractor on such basis as may be determined by it to be most efficient, but shall be approved by District and shall not be revised without mutual consent and authorization.
15. **Contractor's Personnel.** Contractor shall employ and assign for services under this Agreement a sufficient number of regular and substitute drivers based on projected basic and supplementary transportation, taking into account the current driver absence rates. Contractor shall be solely responsible for hiring and discharging its employees. District shall have the right to request removal of any of Contractor's employees from providing services under this Agreement provided that such request is made in writing with the reasons set forth and provided that such request does not violate any laws against discrimination.
16. **Record Keeping and Accident Reports.**
  - a. **In General.** Contractor will be required to provide access to any and all operational records related to the provision of services under this Agreement and kept in the ordinary course of business to District within thirty (30) calendar days of District's written request for such records. District shall maintain the confidentiality of Contractor's records. All operational records, including, but not limited to, audio, digital and video recordings are, and shall be, the exclusive property of Contractor.
  - b. **Accidents.** All equipment involved in an accident shall be reported as defined by law. Accidents involving Contractor's equipment or personnel while operating for District shall also be reported to District. If requested by District, pupil injuries not involving acceleration, deceleration, or movement of the bus may also be reported to District on forms provided by District.
17. **Equipment Requirements.** All buses supplied under this Agreement shall be approved school buses, as defined by applicable statutory or administrative codes within the State.
  - a. Regular preventive maintenance shall be practiced on all buses by Contractor.

## Transportation Agreement

- b. Spare buses, either District or Contractor supplied, of appropriate sizes, and meeting all the above requirements, shall be located by Contractor at points close enough to District so they may be substituted for regularly assigned buses, if needed, without delay.
- c. It is specifically understood between the Parties that prices under this Agreement do not include modifications to vehicles that might at some point in the future be required by government agencies or District. If, during the term of this Agreement, equipment modifications, including seat belts, are mandated, Contractor and District shall negotiate in good faith price increases related to such modifications. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of this Agreement, levels of service, *etc.* Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed-upon date.

18. Fuel. Fuel shall be paid for and provided by District.

19. Termination of Agreement. If either Party refuses or fails to perform services as required in this Agreement, or any separable part thereof, the other Party may, without prejudice to any other right or remedy, serve written notification upon it of intention to terminate and, unless within thirty (30) days after service of such written notice of the condition or violation the Party in breach shall cease and make satisfactory arrangements for the correction thereof, this Agreement shall, upon the expiration of the thirty (30) days, cease and terminate. Notwithstanding the generality of the foregoing, upon demand by District, Contractor shall be obligated to immediately and promptly cure any egregious material default, which shall be defined as any of the following, including any combination of the following: (a) an act or omission by any Contractor personnel that constitutes gross negligence, willful misconduct, or a violation of applicable law or District policy; (b) an act or omission, or alleged act or omission, by Contractor personnel that endangers or is likely to endanger the safety, health, or well-being of any District student; (c) any repeated default by Contractor personnel, such as repeated late arrivals.

20. Notices. Notices to either Party shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed *via* United States mail, certified, return receipt requested; or sent *via* overnight service. All such notices shall be addressed to:

District: Rio School District  
Attn: Superintendent Dr. Puglisi  
2500 E. Vineyard Avenue, #100  
Oxnard, California 93036  
Telephone: (805) 485-3111

Contractor: Durham School Services, L.P.  
Attn: Contract Management Specialist  
2601 Navistar Drive  
Lisle, Illinois 60532  
Telephone: (630) 821-5400

21. Assumption of Responsibility; Discipline. Contractor assumes all responsibility for District students when they are under Contractor's care, custody and control. Notwithstanding the foregoing, Contractor will report serious or persistent misconduct on the part of students to the designated District employee. District shall then impose reasonable disciplinary measures upon the students in accordance with its discipline management program.



## Transportation Agreement

22. **Force Majeure.** Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise, during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the government, or any other occurrence which is beyond the control of Contractor.
23. **Dispute Resolution.** The Parties agree to meet and confer in good faith on all matters and disputes under this Agreement. If a dispute is not resolved under the foregoing, and one Party informs the other in writing that it reasonably believes that the differences between the Parties are not likely to be reconciled through further negotiation, then the Parties agree to submit such dispute to binding arbitration under the Commercial Rules of the American Arbitration Association. Such arbitration will be held as promptly as possible in the State and will be conducted before a panel of three (3) members. District and Contractor shall each select one arbitrator, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. The decision of a majority of the arbitration panel will be binding on the Parties and may be submitted for enforcement to any court of competent jurisdiction. All reasonable costs and expenses associated with the arbitration shall be borne entirely by the non-prevailing Party.
24. **Choice of Law.** This Agreement shall be governed by the laws of the State. Venue for any legal action or proceeding relating to this Agreement shall lie exclusively in the County of Ventura.
25. **Severability.** In the event any provision of this Agreement is determined to be illegal or void, the remainder of this Agreement shall remain in full force and effect.
26. **Attorney's Fees.** If any legal action is brought by either of the Parties, it is expressly agreed that the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Party reasonable attorney's fees in addition to any other relief that may be awarded.
27. **Wage Protection.** In the event market conditions dictate that employee wage increases are necessary, District agrees to enter into negotiations with Contractor to mitigate the financial impact of any increased wages on Contractor. In the event the Parties cannot come to a mutual agreement, Contractor has the right to terminate this Agreement. Contractor will provide the District with ninety (90) calendar days' written notice prior to termination.
28. **Limitation of Liability.** Except as specifically provided in this Agreement, in no event shall either Party be liable in contract or tort for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.
29. **Appropriation Clause.** Contractor hereby agrees and acknowledges that monies utilized by District to purchase services is public money appropriated by the State and/or acquired by District from similar public sources and is subject to variation. District fully reserves the right to cancel services due to non-availability or non-appropriation of sufficient funds beyond the current fiscal year, in which event District shall not be liable to Contractor for any damages, claims, or penalties at law or in equity.
30. **Non-Discrimination.** In accordance with applicable law and District policy, Contractor shall not discriminate in connection with any work performed under this Agreement on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical disability, medical condition, marital

## Transportation Agreement

status, or any other protected class. Contractor shall timely execute any non-discrimination certifications required by applicable law or otherwise required by District.

31. **Drug-Free Workplace and Tobacco-Free Environment.** Contractor, including Contractor's employees, agents and any others working on Contractor's behalf, shall abide by all applicable laws and District policies pursuant to which all District properties are drug-free, alcohol-free and tobacco-free environments. Contractor shall timely execute any drug-free and alcohol-free workplace and tobacco-free environment certifications required by law or otherwise required by District.
32. **Undocumented Persons.** Contractor hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, *et seq.*, as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. Section 1324a(h)(3). Should Contractor so employ such individuals for the performance of the Work or any portion thereof, and should any liability or sanctions be imposed against District for such employment, Contractor shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by District.
33. **State Review and Audit of Records.** In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy any books, records, and files related to a contract involving an expenditure of funds in excess of ten thousand dollars (\$10,000.00) for a period of three (3) years after final payment under the contract. Therefore, Contractor shall preserve and retain all Agreement records, books, invoices, *etc.*, for a period of three (3) years after the final payment under this Agreement, or if an examination, review or audit has commenced but not completed within such three (3)-year period, then Contractor shall retain the records until such examination, review or audit has been completed. Contractor shall cooperate in and comply with any such examination, review or audit by promptly making records available at all reasonable times for the purposes set forth herein, and taking all such other actions reasonably required in furtherance of the purposes set forth herein. To the maximum extent permitted by applicable law, Contractor shall be liable for any damages suffered by District due to Contractor's failure to comply with this paragraph.
34. **Fingerprinting and Criminal Records Check.** Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the State Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has certified in writing to District that such employee has not been convicted of a felony or does not have a pending criminal proceeding for a felony, as defined in Education Code Section 45122.1. Contractor's responsibility shall extend to all employees of Contractor. Contractor is responsible for completing and submitting to District the applicable Criminal Background Investigation/Fingerprinting Certification upon execution of this Agreement and for ensuring continued compliance with this provision throughout the entire duration hereof. If Contractor becomes aware that any person employed by Contractor in connection with this Agreement has been arrested or convicted of a felony, then Contractor must immediately remove said employee from the performance of the services under this Agreement, prevent the employee from interacting with District students, and notify District. District retains the right to prohibit any such employee from performing services under this Agreement and otherwise having access to District students.
35. **Student Data.** District shall provide student data in compliance with the Family Educational Rights and Privacy Act, codified in 20 U.S.C. Section 1232g and 34 C.F.R. 99, and California Education Code Sections 49060-49085 ("FERPA"). Contractor shall perform the following duties in regards to any student data that Contractor obtains in the performance of this Agreement: (a) not disclose the information to any other party without the consent of the parent/guardian or an eligible student;

Transportation Agreement

(b) use the data for no other purpose than the performance of the services contemplated under this Agreement; (c) permit District access to any relevant records for the purpose of completing authorized audits; (d) require all of Contractor's officers, directors, administrators, employees, contractors, and agents to comply with all provisions of FERPA and other relevant federal and State laws and regulations; (e) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under this Agreement and applicable law, destroying student data; (f) maintain all data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under this Agreement; and (g) destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return student data shall preclude Contractor from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

36. Compliance with Laws. Contractor shall comply with all applicable laws and regulations related to this Agreement, including, but not limited to, all State Vehicle Code provisions, and all rules and regulations prescribed by District and all relevant State agencies. Contractor assumes all liability, including all legal liability and all financial liability, for any failure by Contractor to comply with all applicable laws and policies, and any failure by Contractor's employees and agents to comply with all applicable laws and policies.
37. Time is of the Essence. Time is of the essence of each and every provision of this Agreement. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, State or legal holiday.
38. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed 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 facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.
39. Severability. If any term or provision of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal 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 fullest extent permitted by law.


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

DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding II, L.L.C.,  
Its general partner

By:   
Name: Gary L. Waits Jr.  
Title: CEO, Student Transportation  
Date: 11/9/2018

RIO SCHOOL DISTRICT

By:   
Name: John Pualisi  
Title: Superintendent  
Date: 11-26-18



11/21/18

Transportation Agreement

SCHEDULE A

4 Hr Transit (4-5 Transits)

<b>Service</b>	<b>Rate</b>	<b>Minimum Routes</b>
<b>Regular Education</b>	<b>\$389.71 per bus (up to 4 hours)</b> <b>\$49.72 per hour after 4 hours</b>	<b>4 routes per day through sometime between approximately February 1, 2019 and March 31, 2019</b> <b>2 routes per day through June 30, 2018</b>

## AGREEMENT FOR THE TRANSPORTATION OF PUPILS

***THIS AGREEMENT FOR THE TRANSPORTATION OF PUPILS*** (this "Agreement ") is made and entered into this 21st day of August, 2018 (the "Effective Date"), by and between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, with a principal office located at 2500 E. Vineyard Avenue, #100, Oxnard, California 93036 ("District"), and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware limited partnership, with its principal office located at 2601 Navistar Drive, Lisle, Illinois 60532 ("Contractor"). District and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. **Scope of Services.** Contractor shall provide pupil transportation services to District which services shall include, but not be limited to, timely and safely transporting students to and from their designated locations; providing equipment, and storage and maintenance thereof; providing employees to perform such services; and administrative, supervisory and operational services required thereby, including, but not limited to, prompt communication with District regarding transportation services and needs, especially during live hours (the "Work") based on the assumptions and at the rates set forth on Schedule A and as otherwise described in this Agreement.
2. **Change in Scope of Services.** The following provisions shall apply in the event of the applicable reduction in service.
  - a. **Minimum Days and Routes.** This Agreement contemplates a minimum of 180 operating days per school year. If the actual number of operating days falls below 180 during any school year, then the Parties agree to renegotiate in good faith the rates provided in the attached Schedule A if such renegotiation is requested by Contractor. If the Parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon thirty (30) days' written notice. If the actual number of operating days falls below the contemplated minimum days and District does not provide notice in advance of the end of the applicable school year making a renegotiation of rates impracticable, Contractor will invoice District and District agrees to pay a sum equal to fifty percent (50%) of the daily charges for each day work is cancelled. District agrees to pay Contractor the rates set forth in Schedule A and to maintain the route minimums set forth in Schedule A.
  - b. **District Cancellation of Services Due to Emergency.** Notwithstanding anything to the contrary herein, if District cancels any Work due to inclement weather, such as, but not limited to, snow, ice, flood, extreme cold/extreme heat or for other safety reasons or other emergency situations, District shall not be liable to Contractor for the applicable daily charges; provided, however, that District may pay Contractor for each driver's time and mileage to and from Contractor's facility, not to exceed the original cost estimate for the applicable daily route, in the event that District failed to provide Contractor at least two (2) hours' advance notice of the cancellation.
3. **Payment for Services.** On or about the first business day of each month, Contractor shall submit invoices in the form and number required by District for all services performed under this Agreement. Payment for such services will be made in check, money order, or ACH or wire transfers within a reasonable time thereafter, not to exceed thirty (30) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees. In the event sums due and payable are not received within thirty (30) calendar days, a late charge of one and one-half percent (1.5%) per month of the outstanding balance will be assessed upon the account; provided, however, that District shall not be liable for late charges assessed on any invoice amounts disputed in good faith so long as District promptly notifies Contractor of the dispute and the dispute resolution process determines that the payments were

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Special Education

properly withheld. The Parties shall resolve any invoice disputes in accordance with the dispute resolution procedures set forth herein.

4. Adjustment of Rates.

- a. The rates are set forth in Schedule A and shall be adjusted annually; provided, however, that in no event shall the annual rate increase be more than three percent (3%) to be effective on July 1 of the applicable calendar year.
- b. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, State of California ("State"), local or other government body's statutes, laws, rules, or regulations impact Contractor's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.) during the term of this Agreement, Contractor, upon written notice to District, may request a renegotiation of this Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the Parties cannot come to an agreement, either Party may terminate this Agreement upon thirty (30) calendar days' notice.

5. Term. The initial term of this Agreement shall be for a period beginning August 1, 2018 and ending June 30, 2019. This Agreement shall be renewable for two (2) additional terms of one (1) year each (i.e., July 1 to June 30 of the applicable year), at the option and mutual written agreement of the Parties, taking into consideration Contractor's performance under this Agreement and cost negotiations, and subject to applicable statutes and regulations.

6. Entire Agreement; Amendment. This Agreement contains all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, or any part hereof, shall have any validity or bind the Parties. 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.

7. Permits and Licenses. For the entire term of this Agreement, and at no additional cost to District, Contractor, its employees, and its agents shall secure and maintain valid permits, licenses, and certifications as required by law for the execution of this Agreement.

8. Insurance.

- a. Types of Coverage: Contractor shall, at its sole cost and expense, maintain the following policies of insurance throughout the duration of this Agreement: (i) workers' compensation insurance as required by State law on all of Contractor's employees engaged in the Work; (ii) commercial general liability insurance not less than five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) in the aggregate, which shall include products/completed operations, broad form property damage, bodily injury, and personal and advertisement injury; (iii) for all owned, hired and non-owned vehicles subject to this Agreement, commercial automobile liability not less than twenty-five million dollars (\$25,000,000.00) combined single limit; (iv) abuse and molestation liability not less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate; (v) employer's liability not less than one million dollars (\$1,000,000.00) each occurrence and in the aggregate; and

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Special Education

- (vi) personal property coverage for all buses, whether leased or owned, in an amount no less than full replacement value.
- b. **Additional Insureds.** Contractor's commercial automobile liability insurance shall name District, its employees, school board members, officers, agents and volunteers as additional insureds. Contractor's abuse and molestation liability insurance shall name District, its employees and school board members as additional insureds. All additional insured provisions shall be evidenced by an endorsement reasonably satisfactory to District.
- c. **Certificates of Insurance.** Contractor shall furnish certificates of insurance for the required coverages upon execution of this Agreement and shall furnish new certificates of insurance within thirty (30) calendar days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) calendar day prior notice of cancellation will be given to District.
- d. **Primary Insurance; Broader Coverage.** The coverages provided by Contractor's commercial general liability and commercial automobile liability policies shall be primary and non-contributory with respect to any insurance or self-insurance programs covering District. 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 Contractor. If Contractor maintains broader coverage or higher limits than the minimum coverages and amounts set forth herein, District shall be entitled to such broader coverages or higher limits, or both the broader coverages and higher limits, as applicable.
- e. **Waiver of Subrogation.** Contractor shall waive any and all rights of subrogation that Contractor may have against District.
- f. **No Claims Made Policies.** For this Agreement, Contractor shall not procure any insurance written on a "claims made" basis.
- g. **Caveat.** Notwithstanding anything to the contrary herein, Contractor shall be required to maintain insurance coverages and minimums in accordance with the requirements set forth by the United States Department of Transportation, California Public Utilities Commission and any other applicable State or federal agencies to the extent, if any, that those entities require higher and/or additional insurance coverages. For avoidance of doubt, the higher and more comprehensive requirements shall prevail.
- h. **Failure to Procure Insurance.** Contractor's failure to procure or maintain the requisite insurance set forth herein shall constitute a material default by Contractor, in which event District shall be entitled to obtain the insurance on Contractor's behalf and deduct the cost from any amounts due to Contractor and pursue any and all other remedies available at law or in equity.
9. **Hold Harmless Agreement.**
- a. To the fullest extent permitted by State law, Contractor shall hold harmless and indemnify District, its governing board, officers, agents and employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under this Agreement.

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Special Education

- b. To the fullest extent permitted by State law, District shall hold harmless and indemnify Contractor, its officers, agents, and employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of District or of any person, firm, or corporation, directly or indirectly employed by District upon or in connection with its performance under this Agreement.
10. **Safety Program.** Contractor shall provide formal safety instruction on a regular basis for all operating personnel assigned to this Agreement.
11. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent contractor, and neither Contractor, its employees nor its agents shall be considered to be an officer, agent, or employee of District. As an independent contractor, Contractor shall be wholly responsible for the manner in which Contractor performs the services required by this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Contractor, or District and any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for its employees as they relate to the Work. The personnel performing the Work on behalf of Contractor shall at all times be under Contractor's direction and control. Contractor, including its agents and employees, shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Contractor, nor any of Contractor's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Contractor's employees. Contractor shall be responsible for payment of all Contractor's employees' wages, payroll taxes, employee benefits and any amounts due for federal and State income taxes and social security taxes since these taxes will not be withheld from payments under this Agreement. Contractor shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
12. **Assignments.** Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor shall advise District of such assignment or transfer in advance.
13. **Subcontracting.** Contractor will not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of District, except on a short term, interim basis in the event of an emergency. Consent shall not be unreasonably withheld.
14. **Routing and Scheduling.** Prior to the start of any service under this Agreement, District and Contractor shall cooperatively establish routes and schedules conforming to the needs of District. If, at any time during the term of this Agreement, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, District and Contractor shall plan and institute such changes jointly. Contractor shall have sufficient notice to review such changes and evaluate the safety considerations. All routes, schedules, and bus stops shall be established by Contractor on such basis as may be determined by it to be most efficient, but shall be approved by District and shall not be revised without mutual consent and authorization.
15. **Contractor's Personnel.** Contractor shall employ and assign for services under this Agreement a sufficient number of regular and substitute drivers based on projected basic and supplementary transportation, taking into account the current driver absence rates. Contractor shall be solely



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responsible for hiring and discharging its employees. District shall have the right to request removal of any of Contractor's employees from providing services under this Agreement provided that such request is made in writing with the reasons set forth and provided that such request does not violate any laws against discrimination.

16. Record Keeping and Accident Reports.

- a. In General. Contractor will be required to provide access to any and all operational records related to the provision of services under this Agreement and kept in the ordinary course of business to District within thirty (30) calendar days of District's written request for such records. District shall maintain the confidentiality of Contractor's records. All operational records, including, but not limited to, audio, digital and video recordings are, and shall be, the exclusive property of Contractor.
- b. Accidents. All equipment involved in an accident shall be reported as defined by law. Accidents involving Contractor's equipment or personnel while operating for District shall also be reported to District. If requested by District, pupil injuries not involving acceleration, deceleration, or movement of the bus may also be reported to District on forms provided by District.

17. Equipment Requirements. All buses supplied under this Agreement shall be approved school buses, as defined by applicable statutory or administrative codes within the State.

- a. Regular preventive maintenance shall be practiced on all buses by Contractor.
- b. Spare buses, either District or Contractor supplied, of appropriate sizes, and meeting all the above requirements, shall be located by Contractor at points close enough to District so they may be substituted for regularly assigned buses, if needed, without delay.
- c. It is specifically understood between the Parties that prices under this Agreement do not include modifications to vehicles that might at some point in the future be required by government agencies or District. If, during the term of this Agreement, equipment modifications, including seat belts, are mandated, Contractor and District shall negotiate in good faith price increases related to such modifications. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of this Agreement, levels of service, etc. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed-upon date.

18. Fuel. Fuel shall be paid for and provided by District.

19. Termination of Agreement. If either Party refuses or fails to perform services as required in this Agreement, or any separable part thereof, the other Party may, without prejudice to any other right or remedy, serve written notification upon it of intention to terminate and, unless within thirty (30) days after service of such written notice of the condition or violation the Party in breach shall cease and make satisfactory arrangements for the correction thereof, this Agreement shall, upon the expiration of the thirty (30) days, cease and terminate. Notwithstanding the generality of the foregoing, upon demand by District, Contractor shall be obligated to immediately and promptly cure any egregious material default, which shall be defined as any of the following, including any combination of the following: (a) an act or omission by any Contractor personnel that constitutes gross negligence, willful misconduct, or a violation of applicable law or District policy; (b) an act or omission, or alleged act or omission, by Contractor personnel that endangers or is likely to endanger the safety,

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health, or well-being of any District student; (c) any repeated default by Contractor personnel, such as repeated late arrivals.

20. **Notices.** Notices to either Party shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed *via* United States mail, certified, return receipt requested; or sent *via* overnight service. All such notices shall be addressed to:

District: Rio School District  
Attn: Superintendent Dr. Puglisi  
2500 E. Vineyard Avenue, #100  
Oxnard, California 93036  
Telephone: (805) 485-3111

Contractor: Durham School Services, L.P.  
Attn: Contract Management Specialist  
2601 Navistar Drive  
Lisle, Illinois 60532  
Telephone: (630) 821-5400

21. **Assumption of Responsibility: Discipline.** Contractor assumes all responsibility for District students when they are under Contractor's care, custody and control. Notwithstanding the foregoing, Contractor will report serious or persistent misconduct on the part of students to the designated District employee. District shall then impose reasonable disciplinary measures upon the students in accordance with its discipline management program.
22. **Force Majeure.** Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise, during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the government, or any other occurrence which is beyond the control of Contractor.
23. **Dispute Resolution.** The Parties agree to meet and confer in good faith on all matters and disputes under this Agreement. If a dispute is not resolved under the foregoing, and one Party informs the other in writing that it reasonably believes that the differences between the Parties are not likely to be reconciled through further negotiation, then the Parties agree to submit such dispute to binding arbitration under the Commercial Rules of the American Arbitration Association. Such arbitration will be held as promptly as possible in the State and will be conducted before a panel of three (3) members. District and Contractor shall each select one arbitrator, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. The decision of a majority of the arbitration panel will be binding on the Parties and may be submitted for enforcement to any court of competent jurisdiction. All reasonable costs and expenses associated with the arbitration shall be borne entirely by the non-prevailing Party.
24. **Choice of Law.** This Agreement shall be governed by the laws of the State. Venue for any legal action or proceeding relating to this Agreement shall lie exclusively in the County of Ventura.
25. **Severability.** In the event any provision of this Agreement is determined to be illegal or void, the remainder of this Agreement shall remain in full force and effect.

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26. **Attorney's Fees.** If any legal action is brought by either of the Parties, it is expressly agreed that the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Party reasonable attorney's fees in addition to any other relief that may be awarded.
27. **Wage Protection.** In the event market conditions dictate that employee wage increases are necessary, District agrees to enter into negotiations with Contractor to mitigate the financial impact of any increased wages on Contractor. In the event the Parties cannot come to a mutual agreement, Contractor has the right to terminate this Agreement. Contractor will provide the District with ninety (90) calendar days' written notice prior to termination.
28. **Limitation of Liability.** Except as specifically provided in this Agreement, in no event shall either Party be liable in contract or tort for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.
29. **Appropriation Clause.** Contractor hereby agrees and acknowledges that monies utilized by District to purchase services is public money appropriated by the State and/or acquired by District from similar public sources and is subject to variation. District fully reserves the right to cancel services due to non-availability or non-appropriation of sufficient funds beyond the current fiscal year, in which event District shall not be liable to Contractor for any damages, claims, or penalties at law or in equity.
30. **Non-Discrimination.** In accordance with applicable law and District policy, Contractor shall not discriminate in connection with any work performed under this Agreement on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical disability, medical condition, marital status, or any other protected class. Contractor shall timely execute any non-discrimination certifications required by applicable law or otherwise required by District.
31. **Drug-Free Workplace and Tobacco-Free Environment.** Contractor, including Contractor's employees, agents and any others working on Contractor's behalf, shall abide by all applicable laws and District policies pursuant to which all District properties are drug-free, alcohol-free and tobacco-free environments. Contractor shall timely execute any drug-free and alcohol-free workplace and tobacco-free environment certifications required by law or otherwise required by District.
32. **Undocumented Persons.** Contractor hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, *et seq.*, as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. Section 1324a(h)(3). Should Contractor so employ such individuals for the performance of the Work or any portion thereof, and should any liability or sanctions be imposed against District for such employment, Contractor shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by District.
33. **State Review and Audit of Records.** In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy any books, records, and files related to a contract involving an expenditure of funds in excess of ten thousand dollars (\$10,000.00) for a period of three (3) years after final payment under the contract. Therefore, Contractor shall preserve and retain all Agreement records, books, invoices, *etc.*, for a period of three (3) years after the final payment under this Agreement, or if an examination, review or audit has commenced but not completed within such three (3)-year period, then Contractor shall retain the records until such examination, review or audit has been completed. Contractor shall cooperate in and comply with any such examination, review or audit by promptly making records available at all reasonable times for the purposes set forth herein, and taking all such other actions reasonably required in furtherance of the purposes set forth herein.

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To the maximum extent permitted by applicable law, Contractor shall be liable for any damages suffered by District due to Contractor's failure to comply with this paragraph.

34. **Fingerprinting and Criminal Records Check.** Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the State Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has certified in writing to District that such employee has not been convicted of a felony or does not have a pending criminal proceeding for a felony, as defined in Education Code Section 45122.1. Contractor's responsibility shall extend to all employees of Contractor. Contractor is responsible for completing and submitting to District the applicable Criminal Background Investigation/Fingerprinting Certification upon execution of this Agreement and for ensuring continued compliance with this provision throughout the entire duration hereof. If Contractor becomes aware that any person employed by Contractor in connection with this Agreement has been arrested or convicted of a felony, then Contractor must immediately remove said employee from the performance of the services under this Agreement, prevent the employee from interacting with District students, and notify District. District retains the right to prohibit any such employee from performing services under this Agreement and otherwise having access to District students.
35. **Student Data.** District shall provide student data in compliance with the Family Educational Rights and Privacy Act, codified in 20 U.S.C. Section 1232g and 34 C.F.R. 99, and California Education Code Sections 49060-49085 ("FERPA"). Contractor shall perform the following duties in regards to any student data that Contractor obtains in the performance of this Agreement: (a) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (b) use the data for no other purpose than the performance of the services contemplated under this Agreement; (c) permit District access to any relevant records for the purpose of completing authorized audits; (d) require all of Contractor's officers, directors, administrators, employees, contractors, and agents to comply with all provisions of FERPA and other relevant federal and State laws and regulations; (e) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under this Agreement and applicable law, destroying student data; (f) maintain all data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under this Agreement; and (g) destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return student data shall preclude Contractor from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.
36. **Compliance with Laws.** Contractor shall comply with all applicable laws and regulations related to this Agreement, including, but not limited to, all State Vehicle Code provisions, and all rules and regulations prescribed by District and all relevant State agencies. Contractor assumes all liability, including all legal liability and all financial liability, for any failure by Contractor to comply with all applicable laws and policies, and any failure by Contractor's employees and agents to comply with all applicable laws and policies.
37. **Time Is of the Essence.** Time is of the essence of each and every provision of this Agreement. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, State or legal holiday.

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38. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed 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 facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.
39. **Severability.** If any term or provision of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal 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 fullest extent permitted by law.

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


**DURHAM SCHOOL SERVICES, L.P.**

By: Durham Holding II, L.L.C.,  
Its general partner

By:   
Name: Gasy L. Waits Jr.  
Title: CEO, Student Transportation  
Date: 11/9/2018

**RIO SCHOOL DISTRICT**

By:   
Name: John P. Davis  
Title: Supt.  
Date: 11.26.18

  
WAEEL SALEH  
Ass Supt / Business  
11/21/2018

**Transportation Agreement  
Special Education**

**SCHEDULE A**

<b>Service</b>	<b>Rate</b>	<b>Minimum Routes</b>
<b>Special Education AM/PM routes</b>	<b>\$365.20 per bus (up to 4 hours)</b>  <b>\$32.30 per hour after 4 hours</b>	<b>3 routes per day</b>

12.8







### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.8 eRate RFP for a caching server to add to district network
Access	Public
Type	Action (Consent)
Preferred Date	Dec 12, 2018
Absolute Date	Dec 12, 2018
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Staff recommends approval of submitting an RFP for adding a caching server to Rio network.
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

### Public Content

Speaker:  
Jarkko Mylläri

#### Rationale:

**Staff recommends approval of submitting an RFP for adding a caching server to Rio network in order to improve network performance when using data-heavy online resources such as video and audio streaming and downloading large media files. Caching server uses an algorithm that identifies often used web resources.**

### 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.*



**12.9**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.9 eRate RFP for connecting 1800 Solar Drive to the district fiber network
Access	Public
Type	Action (Consent)
Preferred Date	Dec 12, 2018
Absolute Date	Dec 12, 2018
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Staff recommends approval of submitting an RFP for adding a fiber circuit to Rio network in order to connect the property at 1800 Solar Dr, i.e. the new District Office to the Rio network starting on July 1, 2019.
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

### Public Content

Speaker:  
Jarkko Mylläri

#### Rationale:

**To ensure uninterrupted connectivity during and immediately after the move of the District Office, while simultaneously maintaining support to the related construction and development work from eRate program, staff recommends submitting an RFP to USAC and running a competitive bid for the vendors capable of carrying out such projects.**

### Administrative Content

### Executive Content

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*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.*

12.10







### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.10 Purchasing 25 Promethean ActivePanel V6 65" interactive screens for the 25 classrooms at Rio Plaza.
Access	Public
Type	Action (Consent)
Preferred Date	Dec 12, 2018
Absolute Date	Dec 12, 2018
Fiscal Impact	Yes
Dollar Amount	12,094.38
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends approval of purchasing the interactive screens to Rio Plaza in order to sustain coherent learning environment across all classrooms within the district.
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

### Public Content

Speaker:  
Jarkko Mylläri

#### Rationale:

**At Rio Plaza, teachers have been using TVs with casting devices as their display technology in the classroom. This is both technically and pedagogically a different framework for any classroom activity. TVs don't have a computer embedded in them, nor do they allow touch-use or remote management. They also require purchasing and maintenance of independent casting devices to allow mirroring teacher or student device screens. To integrate these technologies in a single device and to overcome management challenges, staff recommends purchasing interactive screens to Rio Plaza.**

[Quote RioPlaza Interactive TVs.pdf \(46 KB\)](#)

### Administrative Content

**Executive Content**

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TECHNOLOGIES, INC.

**MJP Technologies, Inc**  
**6085 King Dr, Unit 102**  
**Ventura, CA 93003**

# MJP Estimate

Date:	11/16/2018
Estimate #	225754

Name / Address	Ship To
Rio School District 2500 Vineyard Avenue Oxnard, CA 93036 ATTN. ACCOUNTS PAYABLE **EMAIL ONLY!! **	Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036
	P.O. #
	Contact: Jarkko

Description	Qty	Cost	Total
Acer Chromebook 15 CB3-532-C42P - Celeron N3060 / 1.6 GHz - Chrome OS - 4 GB RAM - 16 GB eMMC - 15.6" 1366 x 768 (HD) - HD Graphics 400 - Wi-Fi, Bluetooth - granite gray - kbd: US	36	238.50	8,586.00T
California Electronic Waste Recycling Fee (**NEW RATES** Effective as of Jan. 1, 2017):	36	6.00	216.00
- \$5: 4" to 14.9" display			
- \$6: 15" to 34.9" display			
- \$7: 35" display and above			
GOOGLE INC : Google Chrome OS Management Console License, Education	36	26.00	936.00
Chromebook White Glove Service, per device (with cart)	36	10.00	360.00
-Unbox Device			
-Assemble Power Adapter			
-Power On Device			
-Configure WiFi information on Chromebook			
-Update to Latest Chrome Operating System			
-Add to Google Enterprise Management System			
-Test Device and Power Off			
-Add Asset Tag to Device (Asset Tag Provided by End User)			
-Wire Cart and Asset Tag Cart (Asset Tag Provided by End User)			
-Scan Serial Number into Spreadsheet that Corresponds with Asset Tag			
-Add Chromebooks to Carts			
-Deliver (or ship) to End User (ground floor)			
*NOTE: Devices must be shipped here for White Glove Services: MJP Technologies, Inc 3036 Seaborg Ave, SUITE A Ventura, CA 93003			
Device Make/Model:			
Cart Make/Model:			
Pickup and Delivery Service During Warranty Period, per device	36	3.00	108.00
Anywhere Cart AC-SLIM-36 Bay - Anywhere Cart Slim - Secure Charging Cart	1	1,135.00	1,135.00T

<b>Subtotal:</b> \$11,341.00	<b>Sales Tax: (7.75%)</b> \$753.38	<b>Total</b> \$12,094.38
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**Quote Valid Until: 12/15/2018**

Estimate valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.

Date: \_\_\_\_\_

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

Customer Signature: \_\_\_\_\_

Phone #: 805-981-9511 Fax # 805-981-3775 E-mail: orders@mjp.net

Web Site: www.mjp.net



**12.11**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.11 Purchasing 2350 Chromebooks to achieve 1 to 1 across the district and to replace the year 5 student netbooks on grades 3, 5, 6 and 8 and to achieve an overage of 60 devices.
Access	Public
Type	Action (Consent)
Preferred Date	Dec 12, 2018
Absolute Date	Dec 12, 2018
Fiscal Impact	Yes
Dollar Amount	567,871.63
Budgeted	No
Budget Source	Measure L
Recommended Action	Staff recommends approval of purchasing the Chromebooks to sustain 1 to 1 student devices.
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

### Public Content

Speaker:  
Jarkko Mylläri

#### Rationale:

**To ensure our students' access to technology and to continue our development aimed at achieving a fully cohesive digital learning environment staff recommends purchasing Chromebooks to increase the existing number of devices at Rio del Sol K2 and to replace the year 5 Netbooks on grades 3, 5, 6 and 8. The overage of 60 devices is needed for training purposes, and to act as a repair buffer.**

[Quote Laptop Replacement.pdf \(46 KB\)](#)

### Administrative Content

### Executive Content

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TECHNOLOGIES, INC.

**MJP Technologies, Inc**  
**6085 King Dr, Unit 102**  
**Ventura, CA 93003**

# MJP Estimate

Date:	11/30/2018
Estimate #	225873

<b>Name / Address</b> Rio School District 2500 Vineyard Avenue Oxnard, CA 93036 ATTN. ACCOUNTS PAYABLE **EMAIL ONLY!! ***	<b>Ship To</b> Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036
<b>P.O. #</b>	
<b>Contact:</b> Jarkko	

Description	Qty	Cost	Total
For: grades 3, 5, 6 and 8 devices			0.00
Lenovo 100e Chromebook, Intel N3350 (1.10 GHz, 2 MB), 11.6 1366x768 11.6 1366x768, Google Chrome, 4.0GB, 1x32GB EMMC, Black, Intel HD 500, Bluetooth 4.2, 720p Camera , 3 Cell Li-Polymer, 1 Year Mail-in -81ER0002US *CMAS Contract #:3-17-70-1811 AE, Valid Till March 31st, 2022	2,350	189.00	444,150.00T
California Electronic Waste Recycling Fee (**NEW RATES** Effective as of Jan. 1, 2017):	2,350	5.00	11,750.00
-5: 4" to 14.9" display			0.00
-6: 15" to 34.9" display			
-7: 35" display and above			
GOOGLE INC : Google Chrome OS Management Console License, Education	2,350	26.00	61,100.00
Chromebook White Glove Service, per device (no cart)	2,350	4.00	9,400.00
-Unbox Device -Assemble Power Adapter -Power On Device -Configure WiFi information on Chromebook -Update to Latest Chrome Operating System -Add to Google Enterprise Management System -Test Device and Power Off -Add Asset Tag to Device (Asset Tag Provided by End User) -Scan Serial Number into Spreadsheet that Corresponds with Asset Tag -Deliver (or ship) to End User (ground floor)			
*NOTE: Devices must be shipped here for White Glove Services: MJP Technologies, Inc 3036 A Seaborg Avenue Ventura, CA 93003			
Device Make/Model: Pickup and Delivery Service During Warranty Period, per device	2,350	3.00	7,050.00

<b>Subtotal:</b> \$533,450.00	<b>Sales Tax: (7.75%)</b> \$34,421.63	<b>Total</b> \$567,871.63
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**Quote Valid Until:** 12/30/2018

Estimate valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.

Date: \_\_\_\_\_

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

Customer Signature: \_\_\_\_\_

Phone #: 805-981-9511 Fax # 805-981-3775 E-mail: orders@mjp.net Web Site: www.mjp.net



12.12





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.12 Approval of Change Order with Kamran and Company for the added cost for substituted stoves at Rio Del Sol.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	514.27
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order with Kamran and Company be approved.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

A change of scope is necessary to the original contract with Kamran and Company. Originally specified ranges were not available, and there was a cost increase for approved replacement model for the kitchen at Rio Del Sol.

[RIO STEAM K-8 - CO22.2 - KAMRAN.pdf \(661 KB\)](#)

### Administrative Content

### Executive Content

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**12.13**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.13 Approval of Change Order with Center Glass for the additional window at Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,586.00
Budgeted	Yes
Budget Source	Measure G Fund
Recommended Action	It is recommended that the Change Order with Center Glass be approved.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Rio School District personnel requested an additional window for the MPR Storage Closet. Center Glass submitted a change order for an additional \$2,586.00 to add the new window.

[Change Order for Center Glass.pdf \(944 KB\)](#)

### Administrative Content

### Executive Content

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12.14







### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.14 Approval of Change Order with Anderson Systems for additional work added to the original contract.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	20,492.65
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order with Anderson Systems be approved.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Storm Drain Relocation	Added cost to relocate 4" storm drain between Bldg A&B	\$1,445.00
Temp Wastewater for Kitchen	Provide temporary wastewater provisions for Temp Kitchen	\$9,997.00
Sink Change at Admin	Added cost for changed sink in Admin Lounge	\$207.65
Relocation of Cooler Drain Trap and Primer	Both the trap primer and vent for the walk-in coolers needed to be relocated due to field conditions	\$1,376.00
Added Floor Drain at Cart Rinse	Drain not shown in plumbing plans and needed to be added post bid	\$3,939.00
Added cost to raise manhole	Elevation not coordinated throughout the plan set and needed to be raised from condition installed per plan	\$3,528.00
<b>Total</b>		<b>\$20,492.65</b>

[Anderson Systems Change Order.pdf \(18,195 KB\)](#)

### Administrative Content

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**12.15**





EDUCATING LEARNERS FOR THE 21ST CENTURY

**Agenda Item Details**

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.15 Approval of Change Order with Standard Drywall for changes in scope of work at Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	29,568.00
Budgeted	Yes
Budget Source	Measure G Fund
Recommended Action	It is recommended that the Change Order with Standard Drywall be approved.

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

Expedite Plaster at Bldg E \$11,500.00	Expedited work at the west side of Bldg E to make the deadline for opening day of school
Added Premium Time \$4,885.00	Premium time work week of 8/4/2018 throughout building E to meet the district needed opening schedule
Added Framing at Cafeteria Table \$2,127.00	Pockets Added framing, drywall and plaster at MPR cafeteria table pockets to slope tops per IOR / BBC request
Framed Duct Support at Bldg E Roof \$1,378.00	Added framing support per RFI 510
Added Premium Time Added \$1,960.00	Premium time week of 8/11/2018 at Library and MPR to maintain delivery schedule
Reframe Duct at E130 \$487.00	Design Coordination
Reframed areas at HomeEcon \$532.00	Re-framing to accommodate revised plumbing plans
Added Furring Wall to Conceal	

Duct Design / Field coordination  
\$3,160.00

Deleted Plaster at Bldg E Parapet More waterproof solution  
-\$5,085.00

Added Parapet at Gridline DE Needed to effectively roof the structural condition  
\$8,624.00

**Total**  
**\$29,568.00**

[Standard Drywall Change Order rev..pdf \(22,098 KB\)](#)

## **Administrative Content**

## **Executive Content**

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**12.16**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.16 Approval of Change Order with Junior Steel
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,466.00
Budgeted	Yes
Budget Source	Measure G Fund
Recommended Action	It is recommended that the Change Order with Junior Steel be approved.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

A change order was necessary in order to add Beam Coping to weathertight the buildings due to incorrect detailing in the bid documents.

[Junior Steel Change Order.pdf \(575 KB\)](#)

### Administrative Content

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12.17







### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.17 Approval of Change Order with Fence Factory
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	27,280.00
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the Change Order with Fence Factory be approved.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

**Rationale:** This change order is in part a Value Engineering credit of \$50,790.00 for Bok Modern Gates at Rio Del Sol. There is a cost of \$78,070.00 for added fencing at service yard, corner of Building D and Gates E&D for a net of \$27,280.00.

[Fence Factory change order, rev..pdf \(5,714 KB\)](#)

### Administrative Content

### Executive Content

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**12.18**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.18 Approval of Change Order from American Integrated Resources
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	33,193.00
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the Change Order with American Integrated Resources be approved.

### Public Content

**Speaker:**  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

There was a scope change for off site improvements to add work post bid by ongoing City of Oxnard review for \$28,266.00. In addition, a change order was required for the East Parking Temp Stripping in preparation for phased opening of campus for \$4,927.00.

[Change order for American Integrated rev..pdf \(3,583 KB\)](#)

### Administrative Content

### Executive Content

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**12.19**





### Agenda Item Details

Meeting	Dec 12, 2018 - RSD Annual Organization Board Meeting
Category	12. Consent
Subject	12.19 Approval of Change Order with Taft Electric
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	17,321.00
Budgeted	Yes
Budget Source	Measure G Fund
Recommended Action	It is recommended that the Change Order with Taft Electric be approved.

### Public Content

**Speaker:**  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**  
SCE required changes to the duct bank and vault size issued post bid in Addendum 5 and therefore a change order was created.

[Taft Electric Change Order.pdf \(847 KB\)](#)

### Administrative Content

### Executive Content

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