REGULAR BOARD MEETING
February 10, 2016

Office of Student and Family Support Services
3300 Cortez Street
Oxnard

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Eleanor Torres, President
Joe Esquivel, Clerk
Edith Martinez-Cortes
Cassandra Bautista
Ramon Rodriguez
1. Preliminary Business
   1. Call to Order
   2. Pledge of Allegiance
   3. Roll Call

2. Approval of the Agenda
   1. Agenda Corrections, Additions and Modifications
   2. Approval of the Agenda

3. Public Comment - Closed Session

4. Closed Session
   2. Conference with Legal Counsel – initiation of litigation, pursuant to
      Government Code§ 54956.9(d)(4). Number of matters: 1
      Designated Representatives: RSD Negotiating Team Employee Organization:
      RTA, CSEA, Certificated and Classified Management and other non-union
      represented groups.
      2015/2016 and 2016/2017

5. Reconvene in Open Session
   1. Report of Closed Session

6. Presentations.Recognitions
   1. PADDLE Presentation

7. Communications
   1. Acknowledgement of Correspondence to the Board
   2. Board Member Reports
   3. Organizational Reports - RTA/CSEA/Other
   4. Superintendent Reports
   5. Public Comment

8. Information
   1. Update on Nyeland Acres Property Transaction
   2. Business Services Update
   3. Municipal Market Overview and Bond Program Update from Stifel.

Superintendent Puglisi
Kristen Pifko,
9. Information/Action
   1. Classified Management Job Description - Director of Technology

   2. RSD and CSEA Memorandum of Understandings

   3. Out of State Travel Request - Certificated Recruiting Job Fairs

   4. Approval of HVAC Improvement Project with Green EconoME at Rio Del Mar Elementary School and Rio Vista Middle School.

   5. Request for approval of Architectural Services for the Modernization of Rio Del Valle by Kruger Bensen Ziemer Architects, Inc.

10. Consent Agenda
    1. Approval of the Minute of the Regular Board Meeting of January 13, 2016
    2. Approval of the Donation Report
    3. Personnel Report

    4. Ratification of the Commercial Warrant Register

    5. Eighth Grade Dual Immersion Academic Achievement Study Contract with JBS International

    6. Approval of Rio Real 8th Grade Overnight Trip to Camp Shalom, Malibu California

    7. Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.
8. Approve estimated fees for Legal Services Provided by Myers, Widders Gibson, Jones, for various construction and developer related projects.

9. Williams Quarterly Complaint and Activity Report

10. Approval of Amended Contract with Joe Bruzzese

11. Approval of Technology Incentives for PADDLE-Professional Development System

12. Approval of Furniture Purchase for Training Room District Office

13. Internet Connection - eRate Contract

14. Fiber Optic Connections - eRate Contract

15. Network switch upgrade project - eRate contract

16. Change Order for Hughes General Engineering for additional work done at Rio Real to have ADA Access/PC Ramps installed.

17. Approve the change order proposed by Kruger Bensen Ziener Architects, Inc. for additional work to be performed on the Rio Lindo Kitchen Replacement.


21. Approve Change Order for Class Leasing for Rio Real Elementary School's site modifications.

11. Organizational Business
   1. Items for Future Board Meetings
   2. Future Meeting Dates: March 9, 2016

12. Adjournment
Attachments:
Agenda Item: 4.2. Conference with Legal Counsel – initiation of litigation, pursuant to Government Code § 54956.9(d)(4). Number of matters: 1

Attachments:
Designated Representatives: RSD Negotiating Team Employee Organization: RTA,
CSEA, Certificated and Classified Management and other non-union represented
groups.

Attachments:

Attachments:
Agenda Item: 7.4. Superintendent Reports

Rationale: Superintendent Puglisi will provide an update regarding:

- Master Plan Update
- Reading Programs Update

Attachments:
7.5. Public Comment

Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board’s ability to conduct its business in a timely manner.

Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board.

- A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

Attachments:
Agenda Item: 8.1. Update on Nyeland Acres Property Transaction

Speaker: Superintendent Puglisi

Rationale: On December 10, 2014, pursuant to Resolution No. 1415/08, the Board declared the Nyeland Acres property as surplus property (property which is no longer needed for classroom purposes). For several years, the property has been used as an after-school program site and for outdoor recreational programs. Pursuant to Resolution No. 1415/08, the Board also found that the property was subject to the Naylor Act (Education Code Sections 17485, et seq.) due to the presence of playgrounds on the site. The Naylor Act aims to permit school districts to dispose of surplus property while making it possible for other governmental agencies to acquire the property and keep it available for playground, playing field or other outdoor recreational and open space purposes. In accordance with the Naylor Act, on February 10, 2015, the County of Ventura ("County") Board of Supervisors found that preservation of the Nyeland Acres property for playground, playing field and other recreational and open-space purposes would benefit the Nyeland Acres community because there are no other parks or open space areas in the vicinity.

On April 15, 2015, pursuant to Resolution No. 1415/14, the Board declared its intention to offer the Nyeland Acres property to interested charter schools, certain public agencies, and qualifying non-profit corporations, in accordance with the Education Code and Government Code. Subsequently, the County informed the District that the County desired to acquire the site for use as a park and community center. The County endeavoured to form a community facilities district in the Nyeland Acres community, which would allow the County to impose a parcel tax on Nyeland Acres residents. The tax revenues would contribute to ongoing maintenance costs of the Nyeland Acres property. In order to form the community facilities district, the County would need to obtain the approval of at least two thirds of the eligible residents in the community pursuant to a special election. Therefore, the County requested an option to purchase the site, pending the outcome of the election. The District and the County negotiated an agreement with the option terms, and the purchase and sale terms in the event that the election was successful. The agreement was approved by the County on October 20, 2015 and by the District on November 18, 2015.

The Nyeland Acres tax measure, which was referred to as "Measure O," required all ballots to be postmarked or delivered to the Ventura County Elections Division by January 26, 2016. As of that date, Measure O passed by a vote of 70%. Consequently, the District expects to open escrow for the disposition of the property to the County, with an anticipated closing date of March 29, 2016.

Attachments:
Agenda Item: 8.2. Business Services Update

Rationale: Kristen Pifko, Assistant Superintendent of Business Services, will provide an update.

- Child Nutrition
- Facilities and MOT

Attachments:
Agenda Item: 8.3. Municipal Market Overview and Bond Program Update from Stifel.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Quick Summary/Abstract:

Rationale: Stifel will provide a Municipal Market Overview and Bond Program Update. This update consists of the Municipal Market Overview; General Obligation Bond Program Update; Certificates of Participation Refunding Analysis; and CFD No. 1 (RiverPark) New Money Analysis.

Financial Impact: Information only.

Attachments: Stifel Report
Municipal Market Overview & Bond Program Update

February 10, 2016
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Municipal Market Update

- **Financial Markets**
  - Volatility the defining theme in the market
  - Strong U.S. Dollar and low commodity prices raise concerns for domestic economy
  - 10-year Treasury currently yields 1.88%

- **Macroeconomic events causing shift to safe assets**
  - Softening Chinese economy and market trading suspension unnerves investors
  - Low oil prices and continued tension in the Middle East adds to unease

- **Federal Reserve**
  - FOMC increased Fed Funds rate to 0.5% at December meeting
  - Projected for three more rate increases this year, but not unanimous according to recently released FOMC minutes

Source: Bloomberg as of February 1, 2016.
Supply & Demand Dynamics

- 2015 volume increased by 20% year-over-year
  - Volume dominated by refundings
  - Overall market contraction expected for 2016

- Negative net municipal issuance over the last year
  - Refundings and bonds maturing continue to outpace new money issuance

- Municipal market has seen positive inflows of about $20.3 billion since January 2015
  - Last 16 weeks has seen $14.5 billion of inflows

Source: Bloomberg as of February 1, 2016.
Yield Curve Forecasts

- Stifel projects gradual rate increases; Market Consensus is that rates will rise quickly
  - Federal Reserve data dependent and will raise rates in line with a strengthening economy

- Federal Funds policy rate target left unchanged

- The AAA Municipal Index largely follows Treasuries

- Yield curve flattening in anticipation of Fed rate hikes over the course of the year

<table>
<thead>
<tr>
<th>Stifel Projections for U.S. Treasury Market</th>
</tr>
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<tbody>
<tr>
<td>Current</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>Fed Funds</td>
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<tr>
<td>2-year</td>
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<tr>
<td>5-year</td>
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<tr>
<td>10-year</td>
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<tr>
<td>30-year</td>
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<table>
<thead>
<tr>
<th>Market Consensus Projections for U.S. Treasury Market</th>
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<tbody>
<tr>
<td>Current</td>
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<td>------------</td>
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<tr>
<td>Fed Funds</td>
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<td>2-year</td>
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<tr>
<td>5-year</td>
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<tr>
<td>10-year</td>
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<td>30-year</td>
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<table>
<thead>
<tr>
<th>“Simplified” AAA Municipal Index Projections</th>
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<td>Current</td>
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<td>------------</td>
</tr>
<tr>
<td>Fed Funds</td>
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<td>2-year</td>
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<td>5-year</td>
</tr>
<tr>
<td>10-year</td>
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<tr>
<td>30-year</td>
</tr>
</tbody>
</table>

Note: Current rates, Stifel and “Simplified” projections as of 1/28/16. Market Consensus Projections as of 1/14/16. Simplified projections use Stifel’s Treasury forecasts and assumes that the current ratio between Municipal rates and US Treasury rates remains constant.
Overview of General Obligation Bonds

- The District has two series of general obligation bonds outstanding, one each from the Election of 1997 and Election 2014 authorizations

  - The 2007 Refunding Bonds refunded the District’s prior Election of 1997, Series A, B & C bonds

  - The Election of 2014, Series A bonds were the first series issued under the District’s 2014 authorization, $18,500,000 remains in authorized but unissued bonds

<table>
<thead>
<tr>
<th>Issue</th>
<th>Dated Date</th>
<th>Original Par Amount</th>
<th>Outstanding Par Amount</th>
<th>Final Coupon</th>
<th>Final Maturity</th>
<th>Next Optional Call</th>
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<tbody>
<tr>
<td>2007 Refunding Bonds</td>
<td>5/16/2007</td>
<td>$16,396,187</td>
<td>$12,645,000</td>
<td>5.00%</td>
<td>8/1/2029</td>
<td>8/1/2017</td>
</tr>
<tr>
<td>Election of 2014, Series A</td>
<td>6/4/2015</td>
<td>20,000,000</td>
<td>20,000,000</td>
<td>4.00%</td>
<td>8/1/2044</td>
<td>8/1/2025</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$36,396,187</strong></td>
<td><strong>$32,645,000</strong></td>
<td></td>
<td></td>
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</tbody>
</table>
• Based on 2015-16 A.V., the District has $30 million in net statutory bonding capacity

<table>
<thead>
<tr>
<th>Statutory Bonding Capacity (1)</th>
<th></th>
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<tbody>
<tr>
<td><strong>2015-16 Assessed Value (2)</strong>:</td>
<td>$5,015,476,888</td>
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<tr>
<td>Gross Statutory Bonding Capacity:</td>
<td>62,693,461</td>
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<tr>
<td>Outstanding GO Bond Principal:</td>
<td>32,645,000</td>
</tr>
<tr>
<td>Net Statutory Bonding Capacity:</td>
<td>$30,048,461</td>
</tr>
</tbody>
</table>

(1) Education Code Section 15102 specifies the formula for determining the statutory bonding capacity for elementary school districts
(2) 2015-16 A.V. provided by Ventura County
New Money Tax Analysis

- The estimated tax rate for the full Election of 2014 authorization would be between $21-$29 per $100,000 of assessed value assuming 3% annual growth in years 2017-2020 and 4% growth thereafter.

- Assumes the issuance of the remaining $18,500,000 of Election of 2014 Bonds in 2016.

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Estimated Assessed Valuation</th>
<th>Total District Assessed Valuation</th>
<th>$20M</th>
<th>$18.5M</th>
</tr>
</thead>
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<tr>
<td></td>
<td>Growth Rate(^1)</td>
<td>2015</td>
<td>2016</td>
<td>Total</td>
</tr>
<tr>
<td>1-Aug 2016</td>
<td>3.33%</td>
<td>$1,306,188</td>
<td>$1,306,188</td>
<td>$25.40</td>
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<tr>
<td>2017</td>
<td>3.00%</td>
<td>$1,416,100</td>
<td>$60,000</td>
<td>28.79</td>
</tr>
<tr>
<td>2018</td>
<td>3.00%</td>
<td>$803,250</td>
<td>$724,938</td>
<td>28.79</td>
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<tr>
<td>2019</td>
<td>3.00%</td>
<td>$803,250</td>
<td>$779,975</td>
<td>28.96</td>
</tr>
<tr>
<td>2020</td>
<td>3.00%</td>
<td>$803,250</td>
<td>$779,975</td>
<td>28.07</td>
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<tr>
<td>2021</td>
<td>4.00%</td>
<td>$848,250</td>
<td>$779,975</td>
<td>27.79</td>
</tr>
<tr>
<td>2022</td>
<td>4.00%</td>
<td>$882,350</td>
<td>$779,975</td>
<td>27.27</td>
</tr>
<tr>
<td>2023</td>
<td>4.00%</td>
<td>$920,750</td>
<td>$779,975</td>
<td>26.83</td>
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<tr>
<td>2024</td>
<td>4.00%</td>
<td>$955,950</td>
<td>$779,975</td>
<td>26.32</td>
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<tr>
<td>2025</td>
<td>4.00%</td>
<td>$998,150</td>
<td>$809,975</td>
<td>26.32</td>
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<tr>
<td>2026</td>
<td>4.00%</td>
<td>$1,035,000</td>
<td>$843,475</td>
<td>26.36</td>
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<td>2027</td>
<td>4.00%</td>
<td>$1,077,500</td>
<td>$875,225</td>
<td>26.35</td>
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<tr>
<td>2028</td>
<td>4.00%</td>
<td>$1,118,350</td>
<td>$915,225</td>
<td>26.38</td>
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<td>2029</td>
<td>4.00%</td>
<td>$1,161,813</td>
<td>$952,975</td>
<td>26.38</td>
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<tr>
<td>2030</td>
<td>4.00%</td>
<td>$1,207,975</td>
<td>$988,475</td>
<td>26.34</td>
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<tr>
<td>2031</td>
<td>4.00%</td>
<td>$1,256,525</td>
<td>$1,031,725</td>
<td>26.39</td>
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<td>2032</td>
<td>4.00%</td>
<td>$1,307,125</td>
<td>$1,072,225</td>
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<td>2033</td>
<td>4.00%</td>
<td>$1,360,220</td>
<td>$1,114,975</td>
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<td>2034</td>
<td>4.00%</td>
<td>$1,414,700</td>
<td>$1,158,725</td>
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<td>2035</td>
<td>4.00%</td>
<td>$1,471,200</td>
<td>$1,206,225</td>
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<td>2036</td>
<td>4.00%</td>
<td>$1,529,513</td>
<td>$1,254,350</td>
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<tr>
<td>2037</td>
<td>4.00%</td>
<td>$1,590,425</td>
<td>$1,304,688</td>
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<td>2038</td>
<td>4.00%</td>
<td>$1,655,563</td>
<td>$1,352,750</td>
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<tr>
<td>2039</td>
<td>4.00%</td>
<td>$1,719,400</td>
<td>$1,410,500</td>
<td>26.38</td>
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<tr>
<td>2040</td>
<td>4.00%</td>
<td>$1,761,675</td>
<td>$1,463,500</td>
<td>26.38</td>
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<td>2041</td>
<td>4.00%</td>
<td>$1,861,600</td>
<td>$1,521,750</td>
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<tr>
<td>2042</td>
<td>4.00%</td>
<td>$1,938,600</td>
<td>$1,584,750</td>
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<td>2043</td>
<td>4.00%</td>
<td>$2,015,000</td>
<td>$1,647,000</td>
<td>26.38</td>
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<td>2044</td>
<td>4.00%</td>
<td>$2,095,600</td>
<td>$1,711,000</td>
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<tr>
<td>2045</td>
<td>4.00%</td>
<td>$3,450,400</td>
<td>$3,450,400</td>
<td>22.83</td>
</tr>
<tr>
<td>2046</td>
<td>4.00%</td>
<td>$3,588,000</td>
<td>$3,588,000</td>
<td>22.98</td>
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</table>

\(^1\)Fiscal year 2015-16 growth is actual, 2015-16 assessed valuation provided by Ventura County. Future growth rate is assumed.
\(^2\)Interest rates assume the District’s current underlying GO rating of "AA+" from S&P and the use of bond insurance (0.25% of total debt service) as of January 28, 2016, with spreads to "AAA" MMD of 15 bps in 2016 to 45 in 2046 based on comparable credits. Bond insurance is subject to credit approval and may not be available at the assumed levels. Interest rates are preliminary, the District’s results may differ. Stifel makes no commitment to underwrite at these levels.
Refunding of 2007 Refunding Bonds (5.5% Minimum)

- The District's 2007 Refunding Bonds refunded on a current basis the District's Election of 1997, Series A, B & C bonds

- Using current "A+" insured interest rates for comparable credits, a refunding of the outstanding bonds would generate $1.2 million in gross savings

- Threshold of 5.5% PV savings

<table>
<thead>
<tr>
<th>Estimated Refunding Statistics¹</th>
<th>Advanced</th>
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<tbody>
<tr>
<td>Refunding Type</td>
<td>Advanced</td>
</tr>
<tr>
<td>Dated Date</td>
<td>4/4/2016</td>
</tr>
<tr>
<td>Par Amount of Bonds Refunded</td>
<td>$11,115,000</td>
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<tr>
<td>Avg. Coupon of Bonds Refunded</td>
<td>4.62%</td>
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<tr>
<td>True Interest Cost (&quot;TIC&quot;)</td>
<td>2.23%</td>
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<tr>
<td>Final Maturity</td>
<td>8/1/2029</td>
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<tr>
<td>Negative Arbitrage</td>
<td>$224,936</td>
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<tr>
<td>Gross Savings</td>
<td>$1,287,224</td>
</tr>
<tr>
<td>Net Present Value Savings</td>
<td>$1,121,761</td>
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<tr>
<td>% Present Value Savings</td>
<td>10.09%</td>
</tr>
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<table>
<thead>
<tr>
<th>Estimated Annual Refunding Savings¹</th>
<th>Prior Debt Service</th>
<th>Estimated Debt Service</th>
<th>Savings</th>
</tr>
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<tbody>
<tr>
<td>Bond Year</td>
<td>8/1/2016</td>
<td>$253,228</td>
<td>$250,529</td>
</tr>
<tr>
<td>8/1/2017</td>
<td>506,456</td>
<td>476,650</td>
<td>29,806</td>
</tr>
<tr>
<td>8/1/2018</td>
<td>1,321,456</td>
<td>1,206,650</td>
<td>114,806</td>
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<tr>
<td>8/1/2019</td>
<td>1,320,706</td>
<td>1,204,750</td>
<td>115,956</td>
</tr>
<tr>
<td>8/1/2020</td>
<td>1,327,956</td>
<td>1,214,750</td>
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<td>8/1/2021</td>
<td>1,326,756</td>
<td>1,210,250</td>
<td>116,506</td>
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<tr>
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<td>1,324,156</td>
<td>1,209,000</td>
<td>115,156</td>
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<td>1,318,938</td>
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</tr>
<tr>
<td>8/1/2024</td>
<td>1,316,013</td>
<td>1,200,500</td>
<td>115,513</td>
</tr>
<tr>
<td>8/1/2025</td>
<td>1,136,388</td>
<td>1,038,250</td>
<td>98,138</td>
</tr>
<tr>
<td>8/1/2026</td>
<td>1,137,500</td>
<td>1,036,750</td>
<td>100,750</td>
</tr>
<tr>
<td>8/1/2027</td>
<td>1,134,750</td>
<td>1,038,250</td>
<td>96,500</td>
</tr>
<tr>
<td>8/1/2028</td>
<td>1,129,750</td>
<td>1,032,500</td>
<td>97,250</td>
</tr>
<tr>
<td>8/1/2029</td>
<td>682,500</td>
<td>624,750</td>
<td>57,750</td>
</tr>
<tr>
<td>Total</td>
<td>$15,236,553</td>
<td>$13,949,329</td>
<td>$1,287,224</td>
</tr>
</tbody>
</table>

¹Interest rates assume the District's current underlying GO rating of "A+" from S&P and the use of bond insurance (0.25% of total debt service) as of January 26, 2016, with spreads to "AAA" MMD of 15 bps in 2016 to 45 in 2029 based on comparable credits. Bond insurance is subject to credit approval and may not be available at the assumed levels. Interest rates are preliminary, the District's results may differ. Savings are proportional to the prior bonds and do not change the final term. Stifel makes no commitment to underwrite at these levels.
Section 3
Certificates of Participation Refunding Analysis
Overview of Certificates of Participation

- The District has two series of certificates of participation outstanding
  - The 2007 Financing Project were issued to finance costs associated with the completion of the construction of Rio Rosales Elementary School and other District facilities
  - The 2015 Certificates of Participation were issued to finance the remaining costs associated with the acquisition and construction of school facilities
  - The COPs are secured by the District’s general fund

<table>
<thead>
<tr>
<th>Issue</th>
<th>Dated Date</th>
<th>Original Par Amount</th>
<th>Outstanding Par Amount</th>
<th>Final Coupon</th>
<th>Final Maturity</th>
<th>Next Optional Call</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Certificates of Participation</td>
<td>6/4/2015</td>
<td>6,380,000</td>
<td>6,380,000</td>
<td>4.00%</td>
<td>3/1/2045</td>
<td>3/1/2025</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$14,715,000</strong></td>
<td><strong>$13,240,000</strong></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Refunding of 2007 Certificates of Participation

- Using current "A" insured interest rates for comparable credits, a refunding of the outstanding bonds would generate $1,108,411 in gross savings

- Threshold of $50,000 gross cashflow per year

<table>
<thead>
<tr>
<th>Estimated Refunding Statistics¹</th>
<th>Estimated Annual Refunding Savings¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refunding Type</td>
<td>Advanced</td>
</tr>
<tr>
<td>Dated Date</td>
<td>4/4/2016</td>
</tr>
<tr>
<td>Par Amount of Bonds Refunded</td>
<td>$6,565,000</td>
</tr>
<tr>
<td>Avg. Coupon of Bonds Refunded</td>
<td>4.23%</td>
</tr>
<tr>
<td>True Interest Cost (&quot;TIC&quot;)</td>
<td>2.83%</td>
</tr>
<tr>
<td>Final Maturity</td>
<td>3/1/2032</td>
</tr>
<tr>
<td>Negative Arbitrage</td>
<td>$133,513</td>
</tr>
<tr>
<td>Net Present Value Savings</td>
<td>$312,206</td>
</tr>
<tr>
<td>% Present Value Savings</td>
<td>4.76%</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

¹Interest rates assume the District's current underlying COP rating of "A" from S&P and the use of bond insurance (0.30% of total debt service) and a surety policy (3.0%) as of January 28, 2016, with spreads to "AAA" MMD of 35 bps in 2017 to 95 in 2032 based on comparable credits. Bond insurance is subject to credit approval and may not be available at the assumed levels. Interest rates are preliminary, the District's results may differ. Savings are proportional to the prior bonds and do not change the final term. Stifel makes no commitment to underwrite at these levels.
Overview of Community Facilities District Bonds

- **The Community Facilities District No. 1 is authorized to issue bonds in a total principal amount of $75,000,000**
  - The District has $16,275,000 of authorized but unissued principal amount remaining
- **The District has issued three series of bonds on behalf of CFD No. 1, two of which are currently outstanding**

<table>
<thead>
<tr>
<th>Issue</th>
<th>Dated Date</th>
<th>Original Par Amount</th>
<th>Outstanding Par Amount</th>
<th>Final Coupon</th>
<th>Final Maturity</th>
<th>Next Optional Call</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Tax Bonds, Series 2013</td>
<td>11/7/2013</td>
<td>$28,000,000</td>
<td>$23,195,000*</td>
<td>5.50%</td>
<td>9/1/2039</td>
<td>9/1/2023</td>
</tr>
<tr>
<td>2014 Special Tax Refunding Bonds</td>
<td>12/18/2014</td>
<td>27,345,000</td>
<td>26,325,000</td>
<td>5.00%</td>
<td>9/1/2035</td>
<td>9/1/2024</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$55,345,000</strong></td>
<td><strong>$49,520,000</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Net of $4,610,000 of bonds redeemed on September 1, 2015

- **Additional Bonds Test**
  - 4-to-1 Value-to-Lien ratio on developed property
  - 3-to-1 Value-to-Lien ratio on undeveloped property
  - 110% coverage on annual debt service
The District can issue its remaining authorization of $16,275,000

Assumes a final maturity of 9/1/2039 to match the outstanding debt profile

The bonds could be issued with a final maturity of 2047, the final year that the Special Tax can be levied

<table>
<thead>
<tr>
<th>Bond Year</th>
<th>Net Special Tax Revenue for Debt Service</th>
<th>2013 Special Tax Bonds Debt Service</th>
<th>2014 Special Tax Bonds Debt Service</th>
<th>Estimated 2016 Debt Service</th>
<th>Coverage(^a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/2016</td>
<td>$1,813,722</td>
<td>$1,304,088</td>
<td>$1,267,088</td>
<td>$1,377,208</td>
<td>111.06%</td>
</tr>
<tr>
<td>9/1/2017</td>
<td>1,916,370</td>
<td>1,287,138</td>
<td>1,267,088</td>
<td>1,473,600</td>
<td>111.04%</td>
</tr>
<tr>
<td>9/1/2018</td>
<td>1,376,322</td>
<td>1,265,638</td>
<td>1,917,088</td>
<td>926,500</td>
<td>110.97%</td>
</tr>
<tr>
<td>9/1/2019</td>
<td>1,407,763</td>
<td>1,289,438</td>
<td>1,956,088</td>
<td>946,750</td>
<td>111.00%</td>
</tr>
<tr>
<td>9/1/2020</td>
<td>1,436,628</td>
<td>1,312,238</td>
<td>1,997,488</td>
<td>984,250</td>
<td>111.05%</td>
</tr>
<tr>
<td>9/1/2021</td>
<td>1,469,005</td>
<td>1,339,038</td>
<td>2,033,238</td>
<td>988,250</td>
<td>111.03%</td>
</tr>
<tr>
<td>9/1/2022</td>
<td>1,498,231</td>
<td>1,359,638</td>
<td>2,080,238</td>
<td>1,005,850</td>
<td>111.08%</td>
</tr>
<tr>
<td>9/1/2023</td>
<td>1,526,893</td>
<td>1,389,238</td>
<td>2,117,738</td>
<td>1,032,250</td>
<td>110.94%</td>
</tr>
<tr>
<td>9/1/2024</td>
<td>1,559,605</td>
<td>1,417,013</td>
<td>2,160,988</td>
<td>1,048,250</td>
<td>110.95%</td>
</tr>
<tr>
<td>9/1/2025</td>
<td>1,592,570</td>
<td>1,443,300</td>
<td>2,204,488</td>
<td>1,072,500</td>
<td>110.92%</td>
</tr>
<tr>
<td>9/1/2026</td>
<td>1,618,677</td>
<td>1,477,500</td>
<td>2,247,988</td>
<td>1,098,500</td>
<td>110.91%</td>
</tr>
<tr>
<td>9/1/2027</td>
<td>1,657,783</td>
<td>1,504,675</td>
<td>2,289,600</td>
<td>1,114,500</td>
<td>110.77%</td>
</tr>
<tr>
<td>9/1/2028</td>
<td>1,668,272</td>
<td>1,534,238</td>
<td>2,338,600</td>
<td>1,137,000</td>
<td>110.00%</td>
</tr>
<tr>
<td>9/1/2029</td>
<td>1,719,069</td>
<td>1,566,663</td>
<td>2,386,600</td>
<td>1,157,000</td>
<td>110.00%</td>
</tr>
<tr>
<td>9/1/2030</td>
<td>1,751,766</td>
<td>1,600,663</td>
<td>2,433,350</td>
<td>1,174,500</td>
<td>110.08%</td>
</tr>
<tr>
<td>9/1/2031</td>
<td>1,790,981</td>
<td>1,626,913</td>
<td>2,483,600</td>
<td>1,204,500</td>
<td>110.03%</td>
</tr>
<tr>
<td>9/1/2032</td>
<td>1,827,010</td>
<td>1,660,663</td>
<td>2,531,850</td>
<td>1,231,250</td>
<td>110.88%</td>
</tr>
<tr>
<td>9/1/2033</td>
<td>1,865,652</td>
<td>1,686,413</td>
<td>2,577,850</td>
<td>1,254,750</td>
<td>111.05%</td>
</tr>
<tr>
<td>9/1/2034</td>
<td>1,898,262</td>
<td>1,728,100</td>
<td>2,636,350</td>
<td>1,275,000</td>
<td>111.05%</td>
</tr>
<tr>
<td>9/1/2035</td>
<td>1,937,842</td>
<td>1,763,775</td>
<td>2,686,350</td>
<td>1,302,000</td>
<td>111.05%</td>
</tr>
<tr>
<td>9/1/2036</td>
<td>1,805,401</td>
<td>4,710,325</td>
<td>1,160,250</td>
<td>1,160,250</td>
<td>110.99%</td>
</tr>
<tr>
<td>9/1/2037</td>
<td>1,843,616</td>
<td>4,802,425</td>
<td>1,183,000</td>
<td>1,183,000</td>
<td>111.04%</td>
</tr>
<tr>
<td>9/1/2038</td>
<td>1,880,936</td>
<td>4,888,025</td>
<td>1,207,250</td>
<td>1,207,250</td>
<td>111.03%</td>
</tr>
<tr>
<td>9/1/2039</td>
<td>2,003,516</td>
<td>4,911,025</td>
<td>1,317,750</td>
<td>1,317,750</td>
<td>111.01%</td>
</tr>
<tr>
<td>9/1/2040</td>
<td>7,052,631</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/1/2041</td>
<td>7,193,888</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/1/2042</td>
<td>7,337,766</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/1/2043</td>
<td>7,484,521</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/1/2044</td>
<td>7,634,212</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/1/2045</td>
<td>7,786,896</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/1/2046</td>
<td>7,942,634</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/1/2047</td>
<td>8,101,486</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$101,429,136</td>
<td>$48,888,170</td>
<td>$43,613,668</td>
<td>$27,645,658</td>
<td></td>
</tr>
</tbody>
</table>

\(^a\)Interest rates assume non-rated bonds and a cash funded reserve fund (100% of standard DSRF requirement) as of January 28, 2016, with spreads to "AAA" MMD of 75 bps in 2017 to 120 in 2046. Interest rates are preliminary, the District's results may differ.

\(^b\)Not Special Tax Revenue provided by Dolinka Group on January 11, 2016

\(^c\)Coverage is gross special taxes divided by proposed debt service plus the 2013 and 2014 Special Tax Bonds debt service
Agenda Item: 9.1. Classified Management Job Description- Director of Technology

Speaker: Carolyn Bernal, Director of Human Resource

Rationale: The job description for the position of Director of Technology has been updated to include responsibilities aligned with assisting, planning, developing and implementing quality professional development and advancing the quality of instructional and educational outcomes via the integration of technology and blended learning.

In addition, the classification of this position has been changed from a certificated management position to a classified management position. CalSTRS (the retirement system for certificated employees) no longer recognizes this particular position as creditable under the CalSTRS regulations.

Financial Impact: $0

Recommended Motion: It is recommended the board approve the revisions to the job description for Director of Technology.

Attachments:
JD Director of Technology
CalSTRS Creditable Service Circular
Positions Not Eligible for Creditable Service

The purpose of this circular is to provide guidance for employers regarding the types of positions that are not eligible for CalSTRS.

Creditable service for CalSTRS is defined in section 22119.5 of the Teachers’ Retirement Law. It states in part:

“Creditable service” means any of the following activities performed for an employer in a position requiring a credential, certificate, or permit pursuant to this code or under the appropriate minimum standards adopted by the Board of Governors of the California Community Colleges or under the provisions of an approved charter for the operation of a charter school for which the employer is eligible to receive state apportionment or pursuant to a contract between a community college district and the United States Department of Defense to provide vocational.

In order for a position to be creditable to CalSTRS the position must be an academic position performing duties involved in the instruction, curriculum or material development, school health professionals, counselors, librarians or superintendents. A position that is responsible for supervising such positions is deemed to be an academic position therefore creditable to CalSTRS. The specific title given the employee, whether it is, for example, director, dean, or chief, does not determine whether the service is creditable to CalSTRS. Rather, it is the nature of the duties performed by the employee that will determine whether the service is creditable to CalSTRS.

Positions that are not deemed as academic are considered classified and subject to coverage by a different public retirement plan.

Examples of positions that are not reportable to CalSTRS are:

- Chief of Police
- Director of Buildings, Grounds, and Maintenance
- Director of Human Resources
- Chief Information Technology Officer
- Director of Payroll Services
- Chief Financial Officer

(Continued on next page . . .)
These positions are deemed non-academic and are not subject to coverage by CalSTRS. However in some situations, if the employee is also a CalSTRS member based upon previous employment, the employee may be eligible to elect CalSTRS coverage. For more information, see "Employer Information Circular, Volume 25, Issue 11".

If you have any questions regarding this circular, please contact your CalSTRS Member Account Services analyst.
JOB DESCRIPTION

DIRECTOR OF TECHNOLOGY

Classified Management – Salary Range: $124,112 - $143,376

JOB SUMMARY:

Under the direction of the Superintendent and the Assistant Superintendent of Educational Services, provides leadership in developing the District’s information and educational technology services. This position has the responsibility of shaping and directing both immediate and long range technology plans, operating core information technology resources and services, and managing the District network, hardware and software central to supporting the educational and business mission and priorities of the District. This includes delivery of services in the area of educational technology and advancing the quality of instructional and educational outcomes via the integration of technology and blended learning as well as management and direction of District technology support staff.

SUPERVISION:

The director of Technology will supervise, evaluate and provide leadership to the Technology Team including the Administrative Secretary, the System Network Technician and the Network Systems Administrator.

MAJOR DUTIES AND RESPONSIBILITIES:

The duties listed below are intended to describe various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related, or a logical assignment to the position.

1. Provides ongoing analysis and evaluation of District computer system and network infrastructure needs.
2. Provides advisement regarding new hardware and software applications of potential benefit to the district.
3. Coordinates the acquisition or hardware, software, and information technology systems to assure compatibility with computer applications which demand district-wide standardization.
4. Responsible for the continued advancement of education technology of the district; keeps abreast of new developments in the field of technology and how such developments may be applied to district needs, provides vision and leadership to assess potential areas of opportunity in which technology can facilitate delivery of services and programs, enhance operational effectiveness, and accelerate student learning.
5. Assists, plans, develops and implements professional development opportunities for staff that advance the quality of instructional and educational outcomes via the integration of technology and blended learning.
6. Pursues outside resources for technology integration in the classroom and provides information to administrators, management, and staff.
7. Provides leadership and oversight of District support functions; monitors and supervises district technology support staff.
8. Establishes, implements, and delivers training programs for district-wide software and hardware.
9. Ensures integrated planning of all administrative and educational computing, telecommunications, and video applications to reduce costs and improve operational efficiency.
10. Oversees and maintains compliance for all software licensing requirements and restrictions.
11. Develops District technology plan in conjunction with District staff; monitors, coordinates, and assures compliance with all federal and state eRate and California Teleconnect Fund program requirements.
12. Oversees the District technology budget.
13. Develops, refines, interprets and recommends technology policies and procedures for the Superintendent's review and administers same upon adoption by the Board of Education.
14. Manages the design, development, and maintenance of district-wide business and student data systems, insuring data integrity, reliability and accessibility.
15. Recommends vendor contracts covering the acquisition of equipment, software, and services.
16. Supervises, develops, and evaluates the performance of assigned personnel; plans, assigns, and directs the work of subordinates; responsible for the technical professional development of technology support staff.
17. Plans, organizes, directs and participates in a variety of research and development activities appropriate to the assignment function and activities.
18. Performs such tasks and assumes such responsibilities as may be assigned by the Superintendent.

MINIMUM QUALIFICATIONS

Knowledge of:

Current computer technology and enterprise-level networks; information management systems including student information systems and financial systems; laws, regulations and practices with respect to technology and educational organizations; best practices in the use of educational technology to support student learning; funding sources such as grants to support district technology needs; budget preparation and administration; record keeping techniques; oral and written communication skills; interpersonal skills; team building methods and techniques; principles and practices of administration, supervision, and training.

Ability to:

Analyze, review, and quickly become familiar with new and/or old updated software and hardware; plan and coordinate technology services in an educational setting; develop standardization protocols for technology acquisition; develop and maintain system documentation; diagnose software and hardware problems and malfunctions and provide solutions; communicate effectively both orally and in writing with individuals and groups with diverse backgrounds; maintain records and generate reports; prepare and deliver oral presentations; establish and maintain team-building, cooperative, and effective working relationships with others; train, supervise, and evaluate personnel; complete work with many interruptions; read, interpret, apply, and explain rules, regulations, policies, and procedures; analyze situations and adopt an effective course of action; meet schedules and timelines; plan and organize work; work confidentially and with discretion; accept responsibility; facilitate meetings, demonstrate effective positive and ethical human relations abilities; motivate staff to implement planned changes; coordinate a variety of schedules; work independently with little direction.

Rio School District / Educating Students for the 21st Century
EDUCATION, TRAINING, AND EXPERIENCE:

A Bachelor’s Degree in business administration, computer science, public administration or closely related field from an accredited college or university; Master’s Degree in education, business administration, or computer science desirable; or minimum of 3 years successful information technology and administration experience; experience in an educational setting desirable.

LICENSES AND OTHER REQUIREMENTS:

Must possess a valid Class C California Drivers’ License and the ability to maintain insurability under the District’s vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

While performing the duties of this position, the employee is required to sit and/or stand and walk for extended periods of time; hear and speak to exchange information in person and on the telephone; use hands and fingers to operate standard office equipment including technology. The employee may be occasionally required to bend at the waist, stoop, reach overhead, above the shoulders and horizontally, grasp, carry, push, pull or lift up to 75 pounds. Visual ability to read, prepare and process documents and small figures and enter data into a computer.

Mental Demands:

While performing the duties of this position, the employee may be required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; use math and mathematical reasoning; perform highly detailed work; work on multiple and concurrent tasks; work with frequent interruptions; work under intensive deadlines; and interact with District and program personnel, school administrators, managers, staff, vendors, the public, and other encountered in the course of work.

WORK ENVIRONMENT

The employee will work under typical office conditions with demanding timelines, frequent interruptions and daily contact with staff and public and considerable distraction by the complexity of a large office. The employee frequently drives to district sites and other locations as needed.

Board Approved 6-04-2009

Job Description Revisions Board Approval Pending: 02-10-16
9.2. RSD and CSEA Memorandum of Understandings

Speaker: Carolyn Bernal, Director of Human Resource

Quick Summary / Abstract:

Rationale: On January 22, 2016 the RSD and CSEA negotiating teams met for negotiations. During this session, two memorandums of understanding were agreed to and are presented tonight for the board's approval:

1. Term of Agreement: The first MOU addresses "Term of Agreement". The prior CSEA agreement/contract expired November 2015. This MOU sets the new term of the contract and agreement for November 2015 - October 2018.

2. Change of Salary Range: The second MOU addresses a salary range change for the Instructional Specialist - Behavior. During the 2015 negotiations when a salary range change was agree to for the position of Instructional Assistant from a range 20 - 29, the Instructional Specialist - Behavior was not adjusted simultaneously. This fixes that oversight and corrects the range from 23 to 32.

Both of these MOU's have been agreed by the RSD and CSEA negotiating teams and with the board's approval can be enacted upon.

Financial Impact: Fiscal Impact: $14,000

Funding Source: LCAP

Recommended Motion: It is recommended that the board approve the two attached MOU's.

Attachments:
RSD and CSEA MOU - Term of Agreement
RSD and CSEA MOU - Salary Range Change
MEMORANDUM OF UNDERSTANDING

RE CHANGE OF SALARY RANGE FOR INSTRUCTIONAL SPECIALIST-BEHAVIOR

January 22, 2016

The Rio School District (District) and California School Employees Association and its Chapter 329 (Association) enter into this Memorandum of Understanding ("MOU") concerning a change of range for the Instructional Specialist-Behavior classification:

1. In order to return the classification to its previous position on the salary schedule in relation to the Instructional Assistant, Instructional Assistant/Bilingual, and Instructional Assistant/Special Ed. Classifications, the Instructional Specialist-Behavior classification shall be increased from Range 23 to range 32, retroactive to July 1, 2015.

2. This MOU is unique to its own circumstances and shall not constitute a precedent for modification of the current collective bargaining agreement or for any other purpose. This Memorandum of Understanding is a product of unique facts and circumstances and no party hereto shall cite it as precedent for any purpose in the future.

3. This MOU is subject to approval by CSEA and the District Governing Board.

For the District

Carolyn Bernal, Chief Negotiator
Oscar Hernandez, Negotiator
Kristen Piiko, Negotiator
Sonia Cervantez, Negotiator
Veronica Rauschenberger, Negotiator

For CSEA

Patrick Radford, President/Chief Negotiator
Alex Moore, CSEA LRR
Christina Valdivia, Negotiator
Jessica Zarate, Negotiator
Rosie Gutierrez, Negotiator
Regina Camacho, Negotiator
Henry Carreon, Negotiator
Memorandum of Understanding

Between

California School Employees Association and its Rio Chapter 329

And the

Rio School District

The parties agree it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:

1. The parties agree to create a new collective bargaining agreement between CSEA and the District with a term of November 2, 2015 to October 31, 2018.

2. The above referenced collective agreement shall embody all of the specific terms of the agreement that expired October 31, 2015 with the exception of the duration clause, and those otherwise agreed upon as part of successor negotiations.

3. The parties agree that they will continue negotiations (pursuant to EERA Section 3547) on their successor agreement issues (other than term). In years 2 and 3 of the Agreement, the parties agree to reopen a maximum of 3 articles each.

4. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

5. This Agreement is subject to approval by the District Governing Board.

For the District

Carolyn Bernal, Chief Negotiator

Oscar Hernandez, Negotiator

Kristen Pifko, Negotiator

Sonia Cervantez, Negotiator

Veronica Rauschenberger, Negotiator

For CSEA

Patrick Radford, President/Chief Negotiator

Alex Moore, CSEA LRR

Christina Valdivia, Negotiator

Jessica Zarate, Negotiator

Rosie Gutierrez, Negotiator

Regina Camacho, Negotiator
Agenda Item: 9.3. Out of State Travel Request - Certificated Recruiting Job Fairs

Speaker: Carolyn Bernal, Director of Human Resource

Rationale: The Human Resources Department is requesting an out of state travel approval to send a team of two Rio Human Resource representatives to out of state University Job Fairs in order to recruit for some of the hard to fill positions.

The hard to fill positions include: Dual Immersion Bilingual Teachers, Speech and Language Pathologists, Math and Science Teachers and Specialized Academic Instruction (SAI) Teachers.

California is experiencing a teacher shortage in these hard to fill positions. Rio School District is competitive enough in its' compensation package and resides in a beautiful location to attract out of state individuals who may be considering relocating.

At this time, the exact job fairs have yet to be selected, however currently the team is analyzing the availability and proximity of job fair locations to one another in order to maximize the number to send a team to in a short amount of time and with the least cost possible.

With the board's approval the team can move forward with selection and registration of job fairs in locations that make sense in terms of cost, availability, proximity and timeframe.

Financial Impact: LCAP (Goal 5) - Approximate Total Costs = $4,000

Roundtrip airfare for two = $1,156 (Approximate)

Hotel for two (6 nights) = $1,800

Registration Fees and Job Fair Materials = $1,000

Recommended Motion: It is recommended the board approve out of state travel for a team of two HR Representatives to attend out of state job fairs for recruitment purposes for the 2016/2017 school year.
Attachments:
Out of State Education Fairs Availability List
The 2015-2016 Education Career Fair Calendar is a list of nationwide education career fairs. In this guide, the career fairs are listed alphabetically by state. Under each organization/institution, you will find the job fair date, time, location, website, and a list of programs provided by that institution in critical areas. Dates and times may change, so we encourage participants to contact the institution for more details.

**Alabama**

- **University of Alabama - Tuscaloosa Education Interview Day**  
  *When:* November 4, 2015/8:00am-3:00pm  
  *Where:* Ferguson Center Ballroom, Tuscaloosa, AL  
  http://careers.ua.edu/employers/careerFAIRs.cfm  
  Programs in Critical Areas: ESL/Bil, School Psych, EC Special Ed, Special Ed Dual (EC), Special Ed Dual (Elem), Special Ed Severe

- **Alabama State University Spring Teacher Recruitment Day**  
  *When:* March 9, 2016/9:00am-12:00pm Fair, 1:00-3:00 Interviews  
  *Where:* Dunn-Oliver Acadome, Montgomery, AL  
  http://www.alasu.edu/current-students/career-services/employers/index.aspx  
  Programs in Critical Areas: Special Ed, Secondary — Math, Bio, Chem, Gen Science, Graduate — Special Ed

**Arkansas**

- **University of Arkansas at Pine Bluff Career Day/Teacher Education Fair**  
  *When:* October 7, 2015/9:00am-1:00pm  
  *Where:* University at Pine Bluff, Clemons Arena, Pine Bluff, AR  
  http://www.arkansas.edu/event-1944303  
  https://www.uapb.edu/administration/student_affairs/career_services/special_events.aspx  
  Programs in Critical Areas: 4-8 Math and Science, Secondary — Math, Bio, Chem,

**Arizona**

- **Arizona State University Spring Education Career Fair**  
  *When:* March, 2016/11:00am-3:00pm  
  *Where:* Tempe Campus, Tempe, AZ  
  https://oss.asu.edu/cv/employers/employer_calendar  
  Programs in Critical Areas: Special Ed Dual (EC), Special Ed Dual (Elem), Secondary — Math, Bio, Chem, Earth, Physics, Endorsements — ESL, ASD, ABA

- **Northern Arizona University Professional Education Programs Career Fair**  
  *When:* April 8, 2016/time TBD  
  *Where:* NAU North Phoenix Campus, Phoenix, AZ  
  http://nau.edu/Career-Services/Jobs-For-Jacks/  
  Programs in Critical Areas: Special Ed Dual (Elem), Secondary — Math, Bio, Chem, Earth, Gen Science, School Psych, ESL/Bil
- **Grand Canyon University Lopes Leap to Teach**
  
  **When:** October 21, 2015/ 3:00pm-5:00pm Fall College of Education Career Fair
  **Where:** GCU Campus, GCU Promenade, Phoenix, AZ
  **When:** January 20, 2016/ 2:00pm-4:00pm Clinical Practice Expo & Networking Event (Tentative Date)
  **When:** April 13, 2016/ 3:00pm-5:00pm Spring College of Education Career Fair
  **Where:** GCU Campus, Phoenix, AZ
  
  **Email:** uoe.clinicalpractice@gcu.edu
  
  **Programs in Critical Areas:** Special Ed Dual (Elem), ESL, Secondary – Math, Bio, Chem

- **Rio Salado College Teacher In Residence Career Day**
  
  **When:** April, 2016
  **Where:** Rio Salado College, 2323 W. 14th Street, Tempe, AZ
  [www.riosalado.edu/irccareerday](http://www.riosalado.edu/irccareerday)
  
  **Programs in Critical Areas:** Special Ed CC, Special Ed EI, Special Ed LD, Special Ed ID, Special Ed OL, Special Ed OHI, Secondary – Math & Science

- **University of Arizona Education Career Day**
  
  **When:** February 17, 2016/ 1:00pm-4:00pm
  **Where:** Student Union Memorial Center Ballroom, Tucson, AZ
  [https://www.career.arizona.edu/employer/career-fairs-events](https://www.career.arizona.edu/employer/career-fairs-events)
  
  **Programs in Critical Areas:** Special Ed Dual (Elem), Special Ed Deaf and Hard of Hearing, Special Ed Rehab and Mental Health, Special Ed VI, Special Ed LD, Special Ed CC, Special Ed Multi and Severe, School Psych, Secondary – Math, Bio, Chem, Earth, Gen Science, Physics, ESL/Bil

- **University of Phoenix 2016 Teacher Career Fair**
  
  **When:** February 27, 2016/ 9:00am-12:00pm
  **Where:** Sperling Center, 1625 W. Fountainhead Pkwy, Tempe, AZ
  [http://uopx-education-careerfair.eventbrite.com](http://uopx-education-careerfair.eventbrite.com)

- **2016 Great Arizona Teach-in Job Fair**
  
  **When:** April 23, 2016/ 9:00am-1:00pm
  **Where:** Renaissance Glendale Phoenix Hotel and Spa, Glendale, AZ
  [http://www.arizonaelocationjobs.com/azfairs.html](http://www.arizonaelocationjobs.com/azfairs.html)

**California**

- **California State University – Long Beach 2016 Education Job Fair**
  
  **When:** March 25, 2016/ 12:00pm-4:00pm
  **Where:** CSULB University Student Union, Long Beach, CA
  [http://www.careers.csulb.edu/employers/](http://www.careers.csulb.edu/employers/)
  
  **Programs in Critical Areas:** Special Ed – Mild-Mod, Mod-Severe, EC, Secondary – Math, Bio, Chem, Geo, Physics
• California State University – Dominguez Hills 2016 Education Job Fair
  When: March 10, 2016/ 12:00pm-4:00pm
  Where: CSUDH Loker Student Union, Dominguez Hills, CA
  http://www4.csudh.edu/career-center/employers/index
  Programs in Critical Areas: Special Ed – Mild-Mod, Mod-Severe, EC, Secondary – Math, Bio, Chem, Geo, Physics

• California State University – Fullerton Education Networking Expo
  When: March 29, 2016/ 3:00pm-6:00pm
  Where: Titan Student Union, Fullerton, CA
  http://www.fullerton.edu/career/employers/participate.asp
  Programs in Critical Areas: Special Ed – Mild-Mod, Mod-Severe, EC, Secondary – Math, Bio, Chem, Geo, Physics

• Cal Poly Pomona Teacher Education Job Fair
  When: February 25, 2016/ 3:00pm-6:00pm
  Where: BSC, Ursa Major, Pomona, CA
  https://www.cpp.edu/~career/employer/events/index.shtml
  Programs in Critical Areas: Bil, Special Ed – Mild-Mod, Mod-Severe, ASD, Adapted PE, Secondary – Math, Bio, Chem, Geo, Physics

• California State University-Northridge Education Expo
  When: April, 2016/ 12:00pm-4:00pm
  Where: University Student Union Grand Salon, Northridge, CA
  http://www.csun.edu/career/career-fair-registration
  Programs in Critical Areas: ASL, Special Ed – Mild-Mod, Mod-Severe, Deaf & HH, EC, Secondary – Math, Bio, Chem, Gen, Geo, Physics,

Colorado

• Colorado State University Teacher Job Fair
  When: April 20, 2016/ 8:00am-5:00pm
  Where: LSC Grand Ballroom, Fort Collins, CO
  https://career.colostate.edu/events
  Programs in Critical Areas: Secondary Math and Science

• Colorado Mesa University Teacher Education Fair
  When: April 19, 2016/ 8:00am-5:00pm
  Where: University Center Ballroom, Grand Junction, CO
  http://www.coloradomesa.edu/career/edfair.html
  Programs in Critical Areas: Secondary Math, Bio, Geo Science, Graduate Certificates – ESL and Special Ed
Louisiana

- **Louisiana State University School Professionals’ Interviewing Day**
  When: October 28, 2015/ 8:30am-3:30pm
  Where: LSU Student Union, Royal Cotillion Ballroom, Baton Rouge, LA
  http://students.lsu.edu/careercenter/events/TID
  Programs in Critical Areas: Graduate - Special Ed MI-MO

- **University of Louisiana at Lafayette Fall Teacher Recruitment Day**
  When: October 27, 2015/ 8:30am-2:30pm
  When: April, 2016/ 8:30am-2:30pm
  Where: Student Union Ballroom, Lafayette, LA
  http://career.louisiana.edu/employers/career-and-recruitment-days/teacher-recruitment-day
  Programs in Critical Areas: Middle School, Secondary — Bio, Chem, Earth, Gen, Physics, Graduate — Special Ed MI-MO Dual (Elem), Special Ed MI-MO Dual (Second)

Maryland

- **Universities of Maryland Eastern Shore & Salisbury Education Consortium Day Fair**
  When: March 24, 2016/ 10:00am-4:00pm
  Where: Salisbury University, Wicomico Room, Salisbury, MD
  https://www.salisbury.edu/careerservices/Employers/JobFairs/default.html
  Programs in Critical Areas: Special Ed (Elem), Special Ed (Second)

Michigan

- **University of Michigan Education Job Fair**
  When: April 14, 2016/ 9:00am-1:00pm
  Where: Michigan Union, Ann Arbor, MI
  https://careercenter.umich.edu/
  Programs in Critical Areas: Secondary — Math, Bio, Chem, Earth, Physics

- **Eastern Michigan University Teacher Job Fair**
  When: April 15, 2016/ 9:00am-3:00pm (Registration not available until late fall)
  Where: Bowen Field House, Ypsilanti, MI
  http://www.emich.edu/uacdc/students/find_job/fairs_events.php

- **Central Michigan University Teacher Recruitment Fair**
  When: April 11, 2016/ 9:00am-3:30pm
  Where: Finch Field House, Mount Pleasant, MI
  https://www.cmich.edu/ess/academic_advising_assistance/career_services/Pages/Event-Sign-Up.aspx
  Programs in Critical Areas: Special Ed ID, Special Ed ED, Middle School, Secondary — Math, Bio, Chem, Earth, Physics, Graduate — Special Ed ASD, Special Ed LD, Special Ed ID
Missouri

- **Missouri Education Day** (Missouri State University, Drury University, Evangel University, Southwest Baptist University, College of the Ozarks)
  
  **When:** March 31, 2016/ 9:30am-12:00pm
  
  **Where:** University Plaza Hotel & Convention Center, Springfield, MO
  
  [http://careercenter.missouristate.edu/EducationDay.htm](http://careercenter.missouristate.edu/EducationDay.htm)

  Programs in Critical Areas: School Psych, Special Ed CC, Middle School, Secondary – Math, Bio, Chem, Earth, Physics

- **Missouri Southern State University Education Career Fair**
  
  **When:** March 16, 2016 12:00pm-3:00pm
  
  **Where:** Billingsly Student Center Ballroom, Joplin, MO
  
  [http://www.mssu.edu/career/employer-events.php](http://www.mssu.edu/career/employer-events.php)

  Programs in Critical Areas: TESOL, School Psych, Special Ed CC, Middle School, Secondary – Math, Bio, Chem, Earth, Physics

Montana

- **University of Montana Multi-State Educators’ Career Fair**
  
  **When:** April 17, 2016 (Montana Districts) April 18, (Out-of-State Districts) 2016/ 8:00am-3:00pm
  
  **Where:** University Center, University of Montana, Missoula, MT
  


Nebraska

- **University of Nebraska –Lincoln Education Recruitment Day**
  
  **When:** October 14, 2015/ 10:00am-2:00pm (Fall Interview Day for Educators)
  
  [http://www.unl.edu/careers/fall-interview-day-educators-0](http://www.unl.edu/careers/fall-interview-day-educators-0)

  **When:** March 16, 2016/ 10:00am-2:00pm
  
  **Where:** Nebraska Union, Lincoln, NE
  
  [http://www.unl.edu/careers/emp-edday](http://www.unl.edu/careers/emp-edday)

  Programs in Critical Areas: Special Ed MI-MO (Elem), Special Ed MI-MO (Second), Secondary – Bio, Chem, Earth, Gen, Physics
New York

- Teacher Recruitment Days at SUNY Cortland (Binghamton University, Cazenovia College, Elmira College, Ithaca College, LeMoyne College, SUNY @ Cortland, SUNY Empire State College, SUNY @ Oneonta, SUNY@ Oswego, SUNY @ Potsdam, Syracuse University, Wells College, Utica College)
  When: April 11, 2016/ 7:30am-5:30pm (Registration opens in October)
  When: April 12, 2016/ 7:30am-3:00pm
  Where: SUNY Cortland, PER Center, Cortland, NY
  http://www.upstatenytrd.org/
  http://cnycd.org/index.php/central-new-york-teacher-recruitment-days/
  Programs in Critical Areas: TESOL, School Psych, Special Ed Dual (Elem), Special Ed Dual (Second), Special Ed Elem, Special Ed EC, Secondary – Math, Bio, Chem, Earth, Physics, Graduate – Special Ed Second

- Rochester Area Teacher Recruitment Day (Alfred University, SUNY @ Brockport, Eastman School of Music, Empire State College-Rochester, SUNY @ Geneseo, Hobart & William Smith Colleges, Keuka College, Nazareth College-Rochester, Roberts Wesleyan College, Rochester Institute of Technology, St. John Fisher College, University of Rochester)
  When: April 13, 2016/ 7:30am-5:00pm
  Where: SUNY Brockport, Special Events Recreation Center, Brockport, NY
  http://www.upstatenytrd.org/
  http://www.brockport.edu/career/employer/employerPolicy.html?policy=clicked
  Programs in Critical Areas: Special Ed Dual (EC), Special Ed Dual (Elem), Special Ed Dual (Second), Special Ed Secondary, Secondary – Math, Bio, Chem, Earth, Physics

- Buffalo Area Teacher Recruitment Days (Canisius College, Daemen College, D’Youville College, Houghton College, Medaille College, Niagara University, St. Bonaventure University, SUNY Buffalo State, SUNY Empire State College, SUNY Fredonia, University at Buffalo)
  When: April 14, 2016/ 7:30am-5:30pm
  When: April 15, 2016/ 8:00am-2:00
  Where: The Conference & Event Center Niagara Falls, Niagara Falls, NY
  http://www.trd.org/
  Programs in Critical Areas: TESOL, Bili, School Psych, Special Ed Dual (EC), Special Ed Dual (Elem), Middle School – Math, Science, Secondary – Math, Bio, Chem, Earth, Physics, Graduate – Special Ed Elem, Special Ed Second

New Mexico

- New Mexico State University Educators' Job Fair
  When: April 16, 2016/ 8:00am-5:00pm
  Where: Garcia Annex, Las Cruces, NM
  http://careerservices.nmsu.edu/career-fairs/
  Programs in Critical Areas: Bili, TESOL, School Psych, Special Ed K-12, Special Ed Dual (Elem), Special Ed Dual (Second), Secondary – Math, Bio, Chem, Earth, Physics, Graduate – Special Ed VI
Oregon

Oregon Professional Educator's Fair
When: April 5, 2016/ 9:00am-3:30pm
When: April 6, 2016/ 9:00am-1:00pm (Pre-Scheduled Interviews Only)
Where: Oregon Convention Center, Portland, OR

Pennsylvania

- Penn State & Lock Haven University Fall Education Career Day
  When: October 13, 2015/ 9:00am-12:00pm
  Where: Penn Stater Hotel & Conference Center, University Park, PA
  http://careefairs.psu.edu/FallEducation/default.shtml
  https://community.lhup.edu/careerservices/events/FallTeacherJobFair/FallTeacherJobFairRecruiters.htm
  Programs in Critical Areas: ESL, School Psych, Special Ed Dual (EC), Special Ed Dual (Second), Special Ed K-12, Special Ed ABA, Special Ed ASD, Middle School, Secondary – Math, Bio, Chem, Earth, Gen, Physics

- Penn State Education Career Day
  When: April 4, 2016/ 9:00am-1:00pm
  Where: Penn Stater Conference Center, University Park, PA
  http://careefairs.psu.edu/education/
  Programs in Critical Areas: ESL, School Psych, Special Ed K-12, Special Ed ABA, Special Ed ASD, Middle School, Secondary – Math, Bio, Chem, Earth, Gen, Physics

- PERC - Pittsburgh Education Recruitment Consortium
  (29 Colleges/Universities)
  When: March 30, 2016/ 9:30am-3:30pm
  Where: Monroeville Convention Center, Monroeville, PA
  http://www.percjobfair.org/

- The 2016 Greater Philadelphia Teacher Job Fair
  (27 Philadelphia Colleges/Universities)
  When: April 6, 2016/ 9:00am-
  Where: Philadelphia Expo Center at Oaks, Philadelphia, PA
  http://www.dvec.net/

South Carolina

- Clemson University Education Career Fair
  When: March 14, 2016/ 5:30pm-8:00pm Interview Registration
  When: March 15, 2016/ 9:00am-4:30pm
  Where: Hendrix Student Center, Clemson, SC
  http://career.clemson.edu/events.php?calendar=Fairs&showAll=true
Utah

- **Utah Statewide Teacher Fair North**
  When: March 16, 2016/ 9:00am-2:00pm
  Where: Utah State University, TSC Ballroom, Logan, UT
  http://www.usu.edu/career/htm/fairs-expos/teacher-fair/

- **Utah Statewide Teacher Fair South**
  When: March 17, 2016/ 9:00am-2:00pm
  Where: Brigham Young University, WSC Ballroom, Provo, UT
  http://www.usu.edu/career/htm/fairs-expos/teacher-fair/

Virginia

- **College of William and Mary Education Interview Day**
  When: April 6, 2016/ 9:00am-4:00pm
  Where: William and Mary School of Education, Williamsburg, VA
  http://www.wm.edu/offices/career/employers/RecruitingEvents/index.php
  *Programs in Critical Areas: Secondary – Math, Bio, Chem, Physics, Graduate – Special Ed*

Washington

- **2016 Washington Educator Career Fair**
  When: March 15, 2016/ 9:00am-2:00pm
  Where: Spokane Convention Center, Spokane, WA
  http://www.wspa.net/educator-fairs

- **2016 Washington Educator Career Fair**
  When: March 24, 2016/ 9:00am-3:00pm
  Where: Tacoma Dome Arena, Tacoma, WA
  http://www.wspa.net/educator-fairs

West Virginia

- **Marshall University Spring 2016 Educator Expo**
  When: March 8, 2016/12:30pm-4:30pm
  Where: Memorial Student Center –BE5, Huntington, WV
  http://www.marshall.edu/career-services/aboutEmployers.php
  *Programs in Critical Areas: Special Ed K-6 ID, Special Ed K-12 ID, Middle School – Science, Math, Secondary – Math, Bio, Chem, Gen, Physics*

- **West Virginia University Professional Education Career Program**
  When: April 5, 2016/ 6:00pm-8:00pm Networking Reception
  When: April 6, 2016/ 9:00am-5:00pm
  Where: Erickson Alumni Center, Morgantown, WV
  http://careerservices.wvu.edu/employers/career-fairs-and-events/professional-education-career-program
  *Programs in Critical Areas: Secondary – Bio, Chem, Gen, Physics, Graduate – Special Ed ASD, Special Ed EC, Special Ed VI, Special Ed CC, Special Ed Multiple, Secondary - Math*
Agenda Item: 9.4. Approval of HVAC Improvement Project with Green EconoME at Rio Del Mar Elementary School and Rio Vista Middle School.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: The California Clean Energy Jobs Act (Prop. 39) changed the corporate income tax code and allocates projected revenue to California's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. Under the initiative, roughly up to $550 million annually is available for appropriation by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation in schools.

Eligible local educational agencies (LEAs) — including county offices of education, school districts, charter schools and state special schools—can request funding by submitting an energy expenditure plan application to the California Energy Commission. The Energy Commission approves plans and works with the California Department of Education, which subsequently distributes funds after plans have been approved.

The district's consultant, GreenEconme, has performed energy audits at all school sites. The school sites consuming the most energy are Rio Vista and Rio del Mar. In an effort to reduce our energy consumption at our two largest consuming schools, this project has been designed. This project will optimize our HVAC systems and controls at both schools. We will also be replacing lighting with lower energy usage LED lights as well. The energy expenditure plan application for the California Energy Commission has been prepared and meets the Prop 39 guideline. The plan will be submitted to the Energy Commission upon board approval of this item.

Work on this item is expected to be performed during the summer of 2016.

Financial Impact: Funding Source: $535,000 Proposition 39 and $272,932 Restricted General Fund, Maintenance

Recommended Motion: Staff recommends approval.

Attachments:
Rio Del Mar Summary of HVAC Improvements
Summary of HVAC Improvement Option at Rio Vista
Green Economme Prop 39 Status by Project
Test Reports for Rio Del Mar
Test Results for the Units at Rio Vista
<table>
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<tr>
<td>$ 233,624</td>
<td>$ 130,000</td>
<td>$ 124,124</td>
<td>$ 208,717</td>
<td>$ 198,432</td>
<td>$ 551,773</td>
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</table>

Less:
- Benchmarking/Audits: $ 109,500
- Lighting Retrofit Projects:
  - Rio Plaza - Board room: 9,264
  - Rio Plaza - IT Room: 5,293
  - Net Rio Del Mar - Projects*: 350,902
  - Net Rio Vista - Projects*: 429,709

Total Project Costs: $ 109,500 $ 124,124 $ 208,717 $ 198,432 $ 795,168

Balance Remaining: $ 20,500 $ 144,624 $ 353,341 $ 551,773 $ (243,395)

*SCE Incentives are not approved.
Performance Bond costs have not been included.
Green EconoME  
Summary of HVAC Improvement Options  
Rio Del Mar Elementary School

### Option 1: Replace Thermostats with Pelican Wireless Thermostats
- Pelican Wireless Digital Thermostats
  - Classrooms
  - VAV Boxes (offices, admin. spaces)
  - Total Wireless Digital Thermostats
  
<table>
<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
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<tbody>
<tr>
<td>Classrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAV Boxes (offices, admin. spaces)</td>
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<tr>
<td>Total Wireless Digital Thermostats</td>
<td>$61,608</td>
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- Occupancy Sensors for classrooms and dining hall
- Door Switches for classrooms and dining hall
- Total Occ Sensors and Door Switches

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<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
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<tbody>
<tr>
<td>Occupancy Sensors</td>
<td></td>
<td></td>
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<tr>
<td>Door Switches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Occ Sensors and Door Switches</td>
<td>$17,391</td>
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**Tstats have CO2 sensors. Current ventilation requirements are 15% outside air needs to come in the space. However, with CO2 sensor every BTU used to cool the outside air is not being used to cool the inside air.**

### Option 2: HVAC System Optimization
- HVAC System Performance Analysis
- HVAC Motor Replacement (NEMA)
- Advanced Digital Economizer Controller
- VFD with Demand Controlled Ventilation

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<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
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<tbody>
<tr>
<td>HVAC System Performance Analysis</td>
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<tr>
<td>HVAC Motor Replacement (NEMA)</td>
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<tr>
<td>Advanced Digital Economizer Controller</td>
<td>$66,140</td>
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</tr>
<tr>
<td>VFD with Demand Controlled Ventilation</td>
<td>$70,965</td>
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</tr>
</tbody>
</table>

**Benchmark each unit, thoroughly clean each unit, adjust fan speeds, check duct work, identify issues. Goal to get each unit running at 85% efficiency.**

**Current Economizer controllers are not functioning, they are analog. Replace with digital controllers with fault detection, identifies problems as they occur. Makes unit up to Title 24 compliance.**

### Variable Frequency Drive (VFD) with Demand Control Ventilation

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<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>Duct Renovation</td>
<td></td>
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<tr>
<td>Roof Curb Sealing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Option 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Option 1 and Option 2</td>
<td>$361,075</td>
<td></td>
</tr>
</tbody>
</table>

**VFD is for the fan motor and works with the CO2 sensor in the Tstat and the economizer controller. Determines the speed of the fan.**

**Usually not enough return air to the unit. The unit can only supply the amount of air it receives. Correct duct work so unit can cool more efficiently and quickly.**

**They will seal the curbs, as air is escaping, 1" gap is visible.**

### SCE Incentives
- Advanced Digital Economizer Controller
- Programmable Thermostats
- Variable Frequency Drive (VFD) with Demand Control Ventilation
- HVAC Motor Replacement (NEMA)
- Duct Renovation
- Total Anticipated SCE Incentives

<table>
<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Digital Economizer Controller</td>
<td>(41,905)</td>
<td>$1,045 per economizer</td>
</tr>
<tr>
<td>Programmable Thermostats</td>
<td>(9,000)</td>
<td></td>
</tr>
<tr>
<td>Variable Frequency Drive (VFD) with Demand Control Ventilation</td>
<td>(24,570)</td>
<td>$210/ton</td>
</tr>
<tr>
<td>HVAC Motor Replacement (NEMA)</td>
<td>(8,073)</td>
<td>$69/ton</td>
</tr>
<tr>
<td>Duct Renovation</td>
<td>(15,750)</td>
<td>$500 per unit</td>
</tr>
<tr>
<td>Total Anticipated SCE Incentives</td>
<td>(98,298)</td>
<td></td>
</tr>
</tbody>
</table>

**Net Project Cost - Option 1 and 2**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Project Cost - Option 1 and 2</td>
<td>$262,777</td>
<td></td>
</tr>
</tbody>
</table>

**Additional cost of second shift labor $14,127**

**Total Option 1 and Option 2**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Option 1 and Option 2</td>
<td>$361,075</td>
<td></td>
</tr>
<tr>
<td>Lighting Retrofit</td>
<td>$66,125</td>
<td></td>
</tr>
<tr>
<td>Add Window Film</td>
<td>$20,000</td>
<td></td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$448,200</td>
<td></td>
</tr>
<tr>
<td>Less: Estimated Incentives</td>
<td>(98,298)</td>
<td></td>
</tr>
<tr>
<td>Net Project Cost</td>
<td>$350,902</td>
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</tr>
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</table>

**SIR**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIR</td>
<td>2.64</td>
<td></td>
</tr>
</tbody>
</table>

**Add Air Scrubber**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sales</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add Air Scrubber</td>
<td>$43,500</td>
<td></td>
</tr>
</tbody>
</table>
Proposition 39 Share for Energy Efficiency Measures: $

Efficiency Measure Detail

* Energy Efficiency Measure: HVAC Controls - Programmable/Smart Thermostats

* Pre/Post description: (ex: Retrofit 1000 2-lamp fixture of 34w T-12/magnetic ballast to 28w T-8/electronic ballast)

Install pelican tstats
Characters remaining: 256

Demand Savings 4 (kW) * Annual Energy Cost Savings $ 851.00
Annual Electric Savings 5319 (kWh) * Measure Cost $ 61608
Annual Natural Gas Savings 0 (therms) Rebates $ 9,000.00
Annual Propane Savings 0 (gallons) Other Non-Repayable Funds $
### Efficiency Measures Summary

<table>
<thead>
<tr>
<th>Pre/Post Description</th>
<th>Annual Energy Cost Saving</th>
<th>Measure Cost</th>
<th>SIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add door switches</td>
<td>$1,702.00</td>
<td>$17,391.00</td>
<td>0.90</td>
</tr>
<tr>
<td>Install Instantfit LED's</td>
<td>$37,647.00</td>
<td>$68,125.00</td>
<td>8.03</td>
</tr>
<tr>
<td>replace ducts and repair existing.</td>
<td>$13,617.00</td>
<td>$92,072.00</td>
<td>4.96</td>
</tr>
<tr>
<td>Install NEMA Motors.</td>
<td>$1,702.00</td>
<td>$27,054.00</td>
<td>0.59</td>
</tr>
<tr>
<td>Install new economizer controllers on the units.</td>
<td>$5,651.00</td>
<td>$66,140.00</td>
<td>1.00</td>
</tr>
<tr>
<td>add vfd's and demand controlled ventilation</td>
<td>$4,085.00</td>
<td>$70,365.00</td>
<td>1.16</td>
</tr>
<tr>
<td>Retro commissioning of the units.</td>
<td>$851.00</td>
<td>$26,445.00</td>
<td>0.49</td>
</tr>
<tr>
<td>Install pelican tstats</td>
<td>$851.00</td>
<td>$61,608.00</td>
<td>0.40</td>
</tr>
<tr>
<td>add window film to windows.</td>
<td>$2,500.00</td>
<td>$20,000.00</td>
<td>1.38</td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>$68,606.00</strong></td>
<td><strong>$449,200.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Green EcoME

**Summary of HVAC Improvement Options**

**Three Options**

- **53 units, 157 Tons**

---

**Rio Vista Middle School**

<table>
<thead>
<tr>
<th>Sales</th>
<th>Price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Option 1: Replace Thermostats with Pelican Wireless Thermostats

- **Pelican Wireless Digital Thermostats**
  - Classrooms
  - YAV Boxes (offices, admin. spaces)
  - Total Wireless Digital Thermostats

- **Occupancy Sensors for classrooms and dining hall**
- **Door Switches for classrooms and dining hall**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$53,508</td>
<td>$14,245</td>
<td>$9,066</td>
</tr>
<tr>
<td>$23,311</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Option 2: HVAC System Optimization

- **HVAC System Performance Analysis**
- **HVAC Motor Replacement (NEMA)**
- **Advanced Digital Economizer Controller**
- **VFD with Demand Control Ventilation**
- **NEMA Premium Inverter Rated Motor**
- **Variable Frequency Drive (VFD) with Demand Control Ventilation**
- **VFD for Bard Units**
- **Duct Renovation**
- **Roof Curb Sealing**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$53,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$29,789</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$72,430</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$80,076</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$10,051</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$89,169</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$22,779</td>
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<td></td>
</tr>
</tbody>
</table>

**Total Option 2**

$359,827

---

**Total Option 1 and Option 2**

$413,415

**SCE Incentives**

- **Advanced Digital Economizer Controller**
- **Programmable Thermostats**
- **Variable Frequency Drive (VFD) with Demand Control Ventilation**
- **NEMA Premium Inverter Rated Motor**
- **Duct Renovation**

<table>
<thead>
<tr>
<th>Incentive</th>
<th>Value</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Digital Economizer Controller</td>
<td>(47,685)</td>
<td>$1.045 per economizer</td>
</tr>
<tr>
<td>Programmable Thermostats</td>
<td>(11,600)</td>
<td></td>
</tr>
<tr>
<td>Variable Frequency Drive (VFD) with Demand Control Ventilation</td>
<td>(32,970)</td>
<td>$210/ton</td>
</tr>
<tr>
<td>NEMA Premium Inverter Rated Motor</td>
<td>(10,833)</td>
<td>$69/ton</td>
</tr>
<tr>
<td>Duct Renovation</td>
<td>(17,650)</td>
<td>$500 per unit</td>
</tr>
</tbody>
</table>

**Total Anticipated SCE Incentives**

$130,738

---

**Net Project Cost - Option 1 and 2**

$292,657

**Additional cost of second shift labor $16,116**

**Total Option 1 and Option 2**

$418,435

**Lighting Retrofit**

$111,812

**Add Window Film**

$26,000

**Total Project Cost**

$550,447

**Less: Estimated Incentives**

(120,738)

**Net Project Cost**

$429,709

---

**SIR**

2.21

**Add Air Scrubber**

$55,500
* Site Name: Rio Vista Middle

* Address: 3050 Thames River Dr.

* City: Oxnard

CDS Code: 56725610113977

* Zip: 93036-5338

* Assembly District: 0

* Senate District: 0

* Congressional District: 0

SITE LEVEL SIR: 2.21

Proposition 39 Share for Energy Efficiency Measures: $

**Efficiency Measure Detail**

* Energy Efficiency Measure --Select--

* Pre/Post description (ex: Retrofit 1000 2-lamp fixture of 34w T-12/magnetic ballast to 28w T-8/electronic ballast)

Characters remaining: 256

Demand Savings (kW) * Annual Energy Cost Savings $

Annual Electric Savings (kWh) * Measure Cost $

Annual Natural Gas Savings (therms) Rebates $

Annual Propane Savings (gallons) Other Non-Repayable Funds $

Efficiency Measures Summary

<table>
<thead>
<tr>
<th>Pre/Post Description</th>
<th>Annual Energy Cost Saving</th>
<th>Measure Cost</th>
<th>SIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add Pelican Thermostats</td>
<td>$1,302.00</td>
<td>$53,508.00</td>
<td>0.58</td>
</tr>
<tr>
<td>Add door switches to classroom doors.</td>
<td>$2,604.00</td>
<td>$23,311.00</td>
<td>1.01</td>
</tr>
<tr>
<td>Add window film to many of the windows at the campus.</td>
<td>$1,000.00</td>
<td>$26,000.00</td>
<td>0.55</td>
</tr>
<tr>
<td>Install LED Instantfit 12W lamps throughout the campus.</td>
<td>$28,570.00</td>
<td>$111,012.00</td>
<td>3.87</td>
</tr>
<tr>
<td>Add new NEMA motors to the units.</td>
<td>$2,604.00</td>
<td>$29,789.00</td>
<td>0.85</td>
</tr>
<tr>
<td>Add new economizer controllers to the units.</td>
<td>$8,644.00</td>
<td>$72,430.00</td>
<td>1.32</td>
</tr>
<tr>
<td>Retrofit new ducts and sealing in other areas. Lift up all units and correct curb and replace units.</td>
<td>$20,829.00</td>
<td>$111,873.00</td>
<td>5.58</td>
</tr>
<tr>
<td>Retrocommission the units.</td>
<td>$1,302.00</td>
<td>$31,800.00</td>
<td>0.57</td>
</tr>
<tr>
<td>Add VFD's and Demand Control Ventilation to the classrooms.</td>
<td>$6,249.00</td>
<td>$90,725.00</td>
<td>1.36</td>
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<tr>
<td><strong>Totals:</strong></td>
<td><strong>$73,104.00</strong></td>
<td><strong>$550,448.00</strong></td>
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</tr>
</tbody>
</table>
**Commercial Cooling System SCE Full Test**  
**Customer Visual Report (Test In)**

**Customer Details**
- Kristen Pifko  
  2500 E Vineyard Ave Ste 100  
  Oxnard, CA 93036  
  805-485-3111

**Contractor Details**
- Inland Mechanical Services  
  34191 Nandina Ct  
  Lake Elsinore, CA 92532  
  800-557-1467

**Location**
- "Rio Vista Middle School"  
  (Commercial)

**Address**
- 3050 Thames River Dr.  
  Oxnard, CA 93036

**Main Contact**
- Kristen Pifko  
  805-485-3111

**Tested by**
- Leonel Trujillo on Jan 18, 2016 4:00 PM  
  Test ID: T:3352:4521

**System**
- AC C18  
  Commercial Packaged Gas-Electric w/Economizer w/Belt-Driven Fan

**Area Served**
- C213 Classroom B  
  840 Sq. Ft.

---

**Initial Performance Results**

**Cooling System Effective Efficiency**

This represents a quick snapshot of the overall performance of your cooling system. Think of it like an overall grade on your system's health. Out of 100% of the system's capacity, you're currently operating at the level displayed. This takes into account both the Equipment and Duct components and how they work together to deliver cooled air to your living area.

- **Efficiency**: 56%
Cooling Equipment Effective Efficiency

This displays a quick snapshot of the level at which your system's equipment components are operating. Common issues that can greatly affect the equipment's performance include regularity of scheduled professional maintenance, the quality of installation, and whether the equipment is serving an appropriate amount of living space in your home.

System Pressure Performance

Total Static Pressure

Total Static Pressure is like a blood pressure reading for your cooling system. When blood pressure rises, your heart is more at risk of not getting blood flowing to the parts of the body that need it. The same is true with Total Static Pressure for your cooling system. More pressure means more stress on the heart (equipment) and the less its able to deliver the needed airflow to the house. You want to be sure the Total Static Pressure is right around the amount at which the system is designed to handle.

Air Filter Pressure

Air Filters block the air that's flowing toward the equipment. If it blocks too much air, it can cause greater stress and possibly shorten the life expectancy of the equipment. We're looking for a fine balance between filtering the dust out of the airflow but not slowing the flow too much.

Supply Duct Pressure

The Supply Duct system is the arteries of your cooling system. They deliver the flow of air all across your home. They need to allow for the free flow of air. Think about how a collapsed artery or vein can be detrimental and cause heart problems. We want to make sure that there's no excess pressures affecting the circulatory system in your home and air is allowed to properly flow out from the equipment.
Return Duct Pressure

The Return Duct system is the veins of your cooling system. It's the series of channels that bring air back to the heart to get re-conditioned and sent back out. We have to ensure that the return ducts aren't making the heart work harder to get air back to it.

System Airflow Performance

Fan Airflow Performance

The level at which the Fan or Blower performs is extremely important to your cooling system's effectiveness. Think about the fan as the heart muscle that pumps nutrient-rich blood throughout your body. If it's not moving enough flow to serve all parts of the body, it's not very effective. The fan makes sure that the correct amount of conditioned air gets out to your living space. We compare our measurements against a calculated value based on the equipment configuration.

Economizer Airflow Performance

The Economizer is designed to introduce fresh air into the building through the HVAC equipment by opening and closing when certain temperature scenarios occur. If the temperature outside your building is cooler than the temperature inside and you're trying to cool things off inside, the Economizer opens to allow more air into the building. In effect, you're getting "free cooling" thanks to mother nature. We need to make sure that the Economizer is allowing in the appropriate amount of air at the appropriate time.
Commercial Cooling System SCE Full Test
Customer Visual Report (Test In)

Customer Details

Kristen Pifko
2500 E Vinyard Ave Ste 100
Oxnard, CA 93036
805-485-3111

Contractor Details

Inland Mechanical Services
34191 Nandina Ct
Lake Elsinore, CA 92532
800-557-1467

Location
"Rio Vista Middle School"
(Commercial)
Address
3050 Thames River Dr.
Oxnard, CA 93036

Main Contact
Kristen Pifko
805-485-3111

Tested by
Leonel Trujillo on Jan 18, 2016 4:00 PM
Test ID: T:3348:4518

System
AC C16
Commercial Packaged Gas-Electric w/Economizer w/Belt-Driven Fan

Area Served
C212 Classroom 7
840 Sq. Ft.

Initial Performance Results

Cooling System Effective Efficiency
This represents a quick snapshot of the overall performance of your cooling system.
Think of it like an overall grade on your system's health. Out of 100% of the system's capacity, you're currently operating at the level displayed. This takes into account both the Equipment and Duct components and how they work together to deliver cooled air to your living area.

60% Efficiency
Cooling Equipment Effective Efficiency

This displays a quick snapshot of the level at which your system's equipment components are operating. Common issues that can greatly affect the equipment's performance include regularity of scheduled professional maintenance, the quality of installation, and whether the equipment is serving an appropriate amount of living space in your home.

System Pressure Performance

Total Static Pressure

Total Static Pressure is like a blood pressure reading for your cooling system. When blood pressure rises, your heart is more at risk of not getting blood flowing to the parts of the body that need it. The same is true with Total Static Pressure for your cooling system. More pressure means more stress on the heart (equipment) and the less its able to deliver the needed airflow to the house. You want to be sure the Total Static Pressure is right around the amount at which the system is designed to handle.

Air Filter Pressure

Air Filters block the air that's flowing toward the equipment. If it blocks too much air, it can cause greater stress and possibly shorten the life expectancy of the equipment. We're looking for a fine balance between filtering the dust out of the airflow but not slowing the flow too much.

Supply Duct Pressure

The Supply Duct system is the arteries of your cooling system. They deliver the flow of air all across your home. They need to allow for the free flow of air. Think about how a collapsed artery or vein can be detrimental and cause heart problems. We want to make sure that there's no excess pressures affecting the circulatory system in your home and air is allowed to properly flow out from the equipment.
Return Duct Pressure

The Return Duct system is the veins of your cooling system. It's the series of channels that bring air back to the heart to get re-conditioned and sent back out. We have to ensure that the return ducts aren't making the heart work harder to get air back to it.

System Airflow Performance

Fan Airflow Performance

The level at which the Fan or Blower performs is extremely important to your cooling system's effectiveness. Think about the fan as the heart muscle that pumps nutrient-rich blood throughout your body. If it's not moving enough flow to serve all parts of the body, it's not very effective. The fan makes sure that the correct amount of conditioned air gets out to your living space. We compare our measurements against a calculated value based on the equipment configuration.

Economizer Airflow Performance

The Economizer is designed to introduce fresh air into the building through the HVAC equipment by opening and closing when certain temperature scenarios occur. If the temperature outside your building is cooler than the temperature inside and you’re trying to cool things off inside, the Economizer opens to allow more air into the building. In effect, you’re getting “free cooling” thanks to mother nature. We need to make sure that the Economizer is allowing in the appropriate amount of air at the appropriate time.
9.5
9.5. Request for approval of Architectural Services for the Modernization of Rio Del Valle by Kruger Bensen Ziemer Architects, Inc.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: At the January 21, 2015 board meeting, the board approved a list of qualified architects for selection of upcoming projects related to Measure G projects. Kruger Bensen Ziemer Architects Inc., (KBZ) were on the list of qualified architects that was approved by the board.

As part of the Master Plan, it was determined that Rio del Valle Middle School is in need of a campus wide modernization.

KBZ participated in site walks and discussions with district staff and the Balfour Beatty construction management team.

As a result of the information gathered, KBZ has submitted the attached proposal for architectural services related to Rio del Valle campus wide modernization.

Financial Impact: $447,000

Funding Source: Measure G Bond Funds

Recommended Motion: Staff recommends the approval of the KBZ Architects, Inc. proposal.

Attachments: KBZ Modernization Proposal
18 January 2016

Rio Elementary School District
Attn. Kristen Pifko, Ass‘t. Superintendent
2500 E. Esplanade Dr, Suite 100
Oxnard, CA 93036

Re: Rio Del Valle Modernization (revised)

Dear Ms. Pifko,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the campus-wide modernization of Rio Del Valle Middle School. We understand the target budget has been set at $4,000,000 and as much of the following project scope will be accommodated as budget allows:

- Roof Overlay or Replacement on all permanent buildings (not including portable/modular classrooms)
- Door & Hardware replacement off all buildings, including portable classrooms. Frames will be replaced on a case-by-case basis.
- Campus-wide fully automatic, voice-evacuation fire alarm system as required by current codes.
- Campus-wide re-painting of exterior of all buildings.
- Campus-wide building & room signage replacement.
- Campus-wide lighting retrofit, in coordination with District’s Prop. 39 consultant.
- Campus-wide clock/bell/intercom system, with investigation of possible VoIP phone system.
- Incorporation of the Outdoor Teaching Project in the Quad into the site improvement plans, and adding covered/shaded outdoor teaching space between Buildings E & F.
- Redevelopment/re-purposing of large covered corridor spaces at buildings E & F.
- Interior modernization of two classrooms into an engineering lab, possibly combining into a single space.
- Structural investigation of visible deterioration & penetration of beams and other members at Cafeteria and covered walkways. Work will include evaluations and recommendations; remediation will be included to extent allowed by the budget and District priorities. Structural evaluations will also be made for the rusting/deteriorating structural frame members of the portable classrooms on the north side of campus.
- Replacement of exterior soffits, possibly with stucco/plaster and proper ventilation.
- Replacement of all exterior concrete walks to remediate path of travel issues related to slopes and heights of transitions at door thresholds.
- Replacement and expansion of the Kitchen, utilizing the current ASB room as expansion space. Lacey Piper has provided a preliminary layout for the new kitchen, which will serve as basis for the initial design.
- Addition of shade structures for covered eating space between the Cafeteria/Kitchen and the access road/parking lot to the south. Current shade structure is not DSA-approved and the new area should be larger and provide covering/protection to and from the Cafeteria. Also includes replacement of fencing between eating area and driveway/parking with real/artificial vegetated screen.
- HVAC replacement in the cafeteria, along with potential tappable wall surfacing or other acoustic treatment.
- Refurbishment of the Admin building finishes, including walls, ceilings, and floors. Extensive reconfiguration of the existing layout is not anticipated.
- Modernization of the student and staff restrooms for accessibility and replacement of finishes and fixtures, and also including exterior drinking fountain with accessible, lead-safe fixtures.
- Possible inclusion of Field House restrooms for upgrades/accessibility.

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
199 RUGERDA STREET, SUITE 100A, VENTURA, CA 93001 PHONE 805.880.1003 WWW.KBZARCH.COM
Page 1 of 3
Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. **Schematic Design:**
   - Review of Site/Buildings/Available drawings & provide field confirmation of existing conditions.
   - Convert existing drawings or create new as necessary for CAD documentation.
   - Provide Schematic Design drawing package showing new extent of new work for site and buildings.
   - Consultation with District and site staff regarding the program, scope, and objectives for the project.
   - One review meeting for discussion & input regarding schematic site plan and floor plans.

2. **Design Development:**
   - Enhanced development of the approved schematic plans into plan/section/elevation drawings and key details to further describe the proposed work.
   - Color & Material boards for the Admin refurbishment.
   - (2) DD review meetings for discussion and input regarding the design development plans and equipment selections.

3. **Construction Documents:**
   - Final investigations on site for confirmation of proposed work vs. existing conditions.
   - Finalization of plans, details, specifications, and cut-sheets required for DSA submittal.
   - Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
   - (2) Review meetings when the CD's are approximately 40% and 80% complete.
   - Coordination with cost estimator (CM or other District consultant).
   - Correction of drawings and specifications for DSA back-check appointment for approval.

4. **Bid/Negotiate:**
   - KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
   - KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
   - KBZ will answer pre-bid RFI's and issue Addenda as necessary.
   - KBZ will attend the bid opening and assist with bid tabulation as requested.
   - KBZ will assist the District with bid evaluations and recommendations for award.

5. **Construction Administration:**
   - KBZ will coordinate the pre-construction conference meeting.
   - KBZ attend regular job meetings during the construction period that is anticipated to last 12 months. Should the construction period be extended, additional meetings will be billed as extra services.
   - KBZ will review pay applications and review as-builds to ensure they are being updated regularly.
   - KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.

6. **Closeout:**
   - KBZ and consultants will review all as-builds, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
   - KBZ will submit the DSA-GAE final verified report to DSA and assist with other DSA forms as necessary for certification.
   - KBZ will verify punch list items are complete per above (2 walks).
Proposed fee based on sliding scale percentage of construction cost for Basic Services:

<table>
<thead>
<tr>
<th>% Rate</th>
<th>Rate of Construction amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.0%</td>
<td>first 500,000</td>
</tr>
<tr>
<td>11.5%</td>
<td>next 500,000</td>
</tr>
<tr>
<td>11.0%</td>
<td>next 1,000,000</td>
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<tr>
<td>10.0%</td>
<td>next 4,000,000</td>
</tr>
<tr>
<td>9.0%</td>
<td>next 4,000,000</td>
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<tr>
<td>8.0%</td>
<td>excess of 10,000,000</td>
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</tbody>
</table>

The initial budget is understood to be $4,000,000 for the construction cost, which translates to an initial fee estimate for basic services of $427,500, estimated extra services of $16,000, and anticipated reimbursables of $3,500 – all per the attached breakdown. Invoices will be billed against this fee amount, which will be adjusted at each design phase per the District’s cost estimates, the accepted bid amount, and the final construction cost.

Fees above based on documentation prepared for the design/bid/build delivery method, a single round of bidding, and a single construction contract having a duration of approximately 10 months.

We are proposing to use the following consultants for this project:
- Civil Engineer: Lewis Engineering
- Structural Engineer: Ehsen Spiess & Haights Inc.
- Glue-Lam Beam Specialist: Forest Products Inspection, Inc.
- Mech/Plumbing Engineer: AE Group
- Electrical Engineer: C. Hood & Associates
- Landscape Architect: Jordan Gilbert & Bein
- Food Service Consultant: Rooze Food Service Consulting
- Roofing Evaluation/Forensics: Twining Inc. (Ventura Office)

The fee as noted above shall be billed monthly based on percentage of completion.

This proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEDA analysis/documentation, full-building seismic analysis/evaluation, assessments of the electrical or fire alarm systems, value engineering, or cost estimating. Payment of all fees to regulatory bodies (e.g. DSA, Environmental Health, etc.) shall be the responsibility of the District.

If the District finds this proposal acceptable, please sign the proposal below to serve as the letter of intent and return to our office. We expect that a comprehensive agreement will then be executed within 30 days: either the AIA B101-2007 Owner/Architect Agreement or the District’s Professional Services Agreement (letter is subject to review and additional negotiation). This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,

[Signature]

Todd A Jaspersen AIA, LEED AP, NC
Principal Architect
California License #C25839

Agreed:

[Signature]

Printed name

Date

Attached: Estimated Fee Breakdown, KBZ 2016 Hourly Rates
**Firm Name**: Kruger Benson Ziemer Architects  
**Firm Address**: 199 Figueroa St, Suite 100A, Ventura, CA 93001  
**Contact Name for Contract**: Todd Jespersen  
**Contract Duration**: 24 months  
**Construction Budget**: $4,000,000  
**Other Information**:  

| Project Name | Rio Del Valle Modernization  
|--------------|-----------------------------  
| RSD Project Number | (Project Number Here)  

**Scope of Work**
Schematic Phase, Design development Phase, Construction Document Phase, Bidding Phase and Construction Phases. Including structural, civil, mechanical, electrical, and landscape. The design development phase will include 3 meetings and the construction document phase will include 2 meetings. We will also conduct a pre bid meeting with the general contractor. During the construction administration phase there will be a preconstruction meeting and two construction meetings per month, and a final punch list and job walk. DSA processing is also in this scope of work. Direct costs include - Printing - In house check sets, meeting sets, and design team sets. Copying: includes photocopying, including owner and design team sets.

**Basic Service Fee Schedule for Modernization (buildings or site work)**

| % Rate of | Construction Cost | Fee | Cumulative fee for Project size |
|----------|--------------------|-----|-------------------------------  
| 12.0% 1st | $ 500,000 | $ 60,000 | $ 60,000 for first 1,000,000  
| 11.5% next | $ 500,000 | $ 57,500 | 117,500 for first 2,000,000  
| 11.0% next | $ 1,000,000 | $ 110,000 | $ 227,500 for first 3,000,000  
| 10.0% next | $ 2,000,000 | $ 200,000 | $ 427,500 for first 4,000,000  
| 9.0% next | $ 4,000,000 | $ 427,500 | $ 427,500 for first 5,000,000  
| 8.0% excess of | $ 10,000,000 | $ - | -  

**Total Construction Cost**: $ 4,000,000  
**Total Basic Services Fee**: $ 427,500  

Additional Services  
(note: fees shown below are estimates and will be billed as direct reimbursables).

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
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<tr>
<td>Programming Services</td>
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<tr>
<td>Cost Estimating</td>
<td>$ -</td>
</tr>
<tr>
<td>Acoustics</td>
<td>$ -</td>
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<tr>
<td>Fire Sprinklers</td>
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<td>Kitchen/Food Service Design</td>
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<tr>
<td>Roofing/Leak Forensics</td>
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<td>GLB Specialist</td>
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<tr>
<td>Interior Design</td>
<td>$ -</td>
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<tr>
<td>Furniture, Fixture Equipment</td>
<td>$ -</td>
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<tr>
<td>Direct costs, expenses, reimbursables</td>
<td>$ 3,500.00</td>
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<td>Relocatables at 4% of building cost</td>
<td>$ -</td>
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<tr>
<td>Small projects at 13.5%</td>
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</table>

**Total Fee**: $ 447,500  

**Fee Summary**

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<th>Fee</th>
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<tr>
<td>DD target</td>
<td>$ 89,400</td>
</tr>
<tr>
<td>CD target</td>
<td>$ 134,100</td>
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<td>DSA Approval</td>
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<tr>
<td>Bid Target</td>
<td>$ 22,350</td>
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<tr>
<td>CA Target</td>
<td>$ 89,400</td>
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<tr>
<td>DSA Closeout</td>
<td>$ 22,350</td>
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</table>

**Total**: $ 447,500
## KRUGER BENSEN ZIEMER ARCHITECTS INC.

### 2016 Schedule of Hourly Rates

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<th>Role</th>
<th>Rate</th>
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<td>$180.00</td>
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<tr>
<td>Project Architect</td>
<td>$160.00</td>
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<tr>
<td>Project Manager/Designer</td>
<td>$140.00</td>
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<tr>
<td>Interior Designer</td>
<td>$130.00</td>
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<tr>
<td>CADD Operator/Draftsperson</td>
<td>$115.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

Reimbursable expenses will be billed at cost plus 10%.

Effective January 1st, 2016
Agenda Item: 10.1. Approval of the Minute of the Regular Board Meeting of January 13, 2016

Speaker: Superintendent Puglisi

Attachments:
Minutes 011316
Attendance Taken at 5:00 PM:
Present were:
Eleanor Torres, President
Joe Esquivel, Clerk of the Board
Ramon Rodriguez, Trustee
Cassandra Bautista, Trustee
John Pugisi, Ph.D., Superintendent
Oscar Hernandez, Assistant Superintendent of Educational Services
Kristin Pifko, Assistant Superintendent of Business Services
Marcia Nudd, Director of Accounting
Rebecca Rocha, Director of Pupil Personnel Services
Kayden Orozco, Secretary Superintendent’s Office

Absent:
Edith Martinez-Cortes, Trustee

1. Preliminary Business

1. Call to Order

Minutes:
President Torres called the meeting to order at 5:01 p.m.

2. Pledge of Allegiance

Minutes:
President Torres led the flag salute.
3. Roll Call

Minutes:
Trustee Esquivel called the roll.

Trustee Edith Martinez Cortes was absent.

2. Approval of the Agenda

1. Agenda Corrections, Additions and Modifications

Minutes:
Superintendent Puglisi asked for Item 4.1 Conference with Legal Counsel- Initiation of litigation, pursuant to Government Code 54956.9 (d) (4) Number of matters: 1 to be tabled.

Trustee Bautista asked for Item 11.9 Approve Quote from Best Window Treatments for Roller Shades for the District Office is moved to a separate action item for discussion.

2. Approval of the Agenda

Motion Passed: Passed with a motion by Cassandra Bautista and a second by Ramon Rodriguez.
Yes Cassandra Bautista
Yes Joel Esquivel
Absent Edith Martinez-Cortes
Yes Ramón Rodríguez
Yes Eleonor Torres

3. Public Comment - Closed Session

There was not public comment on closed session.

4. Closed Session

1. Conference with Legal Counsel Initiation of litigation, pursuant to Government Code 54956.9(d) (4). Number of matters: 1.


5. Reconvene in Open Session

Minutes:
The Governing Board reconvened into open session at 6:52 p.m.

1. Report of Closed Session

Minutes:
President Torres reported no action took place during closed session.

6. Public Hearing

Minutes:
There were no public hearings.

7. Presentations/Recognitions

1. Whole Foods Recognition

Minutes:
Superintendent Puglisi introduced Wanda Kelly, Director of Innovations, Partnerships and Principal Support.

Ms. Kelly acknowledged Cindy Schoonmaker from Whole Foods and presented her with an award for all the support Whole Foods has provided to the students, staff and community of El Rio.

8. Communications

1. Acknowledgement of Correspondence to the Board

Minutes:
There was no written correspondence to the Board.

2. Board Member Reports

Minutes:
There were no board member reports

3. Organizational Reports - RTA/CSEA/Other

Minutes:
Public comment was heard from Rebecca Barbetti, RTA President.
4. Superintendent Reports

Minutes:
There was no Superintendent’s Report.

5. Public Comment

Minutes:
Public comment was heard from Lynette Lucas.

9. Information

1. Business Services Update

Minutes:
Kristen Pifko, Assistant Superintendent of Business Services, provide an update regarding the Child Nutrition, Facilities and the Maintenance Department.

2. Educational Services Update

Minutes:
Oscar Hernandez, Assistant Superintendent of Educational Services, presented an update regarding English Language Learners and RTI.

Public comment was heard from Pattis Thompson.

10. Information/Action

1. Educator’s Effectiveness Plan

**Motion Passed:** Staff recommends approval of plan. Passed with a motion by Ramon Rodriguez and a second by Joe Esquivel.

| Yes | Cassandra Bautista |
| Yes | Joe Esquivel       |
| Absent Edith Martinez-Cortes |
| Yes | Ramon Rodriguez    |
| Yes | Eleanor Torres     |

11. Consent Agenda

**Motion Passed:** Passed with a motion by Joe Esquivel and a second by Ramon Rodriguez.

| Yes | Cassandra Bautista |
| Yes | Joe Esquivel       |
| Absent Edith Martinez-Cortes |
| Yes | Ramon Rodriguez    |
| Yes | Eleanor Torres     |
1. Approval of the Minutes of the Annual Organization Meeting of December 16, 2015.

2. Approval of the Commercial Warrant Register

3. Personnel Report

4. Approval of Supplemental Educational Services Provider Contracts

5. Notice of Completion for Hughes General Engineering, Inc. - Resolution No. 15/16-16.

6. Change Order 15-0041G from Waisman Construction Inc. for additional site work and utility installations for portable classrooms at Rio Del Norte and Rio Lindo Elementary Schools.

7. Approve proposal from Gas Control Technologies, Inc. for Natural Gas Services.

8. Repair of Portables at Rio Real.


Motion Passed: Staff recommends approval. Passed with a motion by Joe Esquivel and a second by Ramon Rodriguez.

Yes Cassandra Bautista
Yes Joe Esquivel
Absent Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

10. Approve the proposal from Landmark Grading & Paving, Inc. D.B.A. Quality Paving for work performed at Rio Real.

11. Approve Notice of Completion, Resolution Number 15/16-15 for Waisman Construction, Inc.

12. Organizational Business

1. Items for Future Board Meetings

13. Adjournment

Minutes:
President Torres adjourned the meeting at 7:38 p.m.

Presented this 10th day of February, 2016.

__________________________________________  Date
Secretary to the Board

__________________________________________  Date
Clerk of the Board
Agenda Item: 10.2. Approval of the Donation Report

Speaker: Superintendent Puglisi

Rationale: It is recommended the Governing Board accept the following donations:

<table>
<thead>
<tr>
<th>Site</th>
<th>Donor</th>
<th>Use of Donation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio Vista</td>
<td>Coca Cola</td>
<td>Social Committee</td>
<td>39.06</td>
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<tr>
<td>Rio Plaza</td>
<td>Coca Cola</td>
<td>Donation Account</td>
<td>12.78</td>
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<tr>
<td>MOT</td>
<td>Alco Pallets</td>
<td>Projects</td>
<td>32 Pallets</td>
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<tr>
<td>Rio del Norte</td>
<td>United Way</td>
<td>Donation Account</td>
<td>295.53</td>
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<tr>
<td>Rio del Norte</td>
<td>Coca Cola</td>
<td>Donation Account</td>
<td>68.24</td>
</tr>
<tr>
<td>Rio del Norte</td>
<td>United Way</td>
<td>Donation Account</td>
<td>268.67</td>
</tr>
<tr>
<td>Rio del Mar</td>
<td>Terracycle US</td>
<td>Student Incentives</td>
<td>166.54</td>
</tr>
<tr>
<td>Rio del Mar</td>
<td>Box Tops</td>
<td>Student Incentives</td>
<td>314.40</td>
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<tr>
<td>Rio Real</td>
<td>Western Growers</td>
<td>School Garden</td>
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<tr>
<td>Rio Plaza</td>
<td>County of Ventura</td>
<td>Donation Account</td>
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<tr>
<td>Rio Plaza</td>
<td>Coca Cola</td>
<td>Donation Account</td>
<td>36.11</td>
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</tbody>
</table>

Financial Impact: Fiscal Impact: All monies applied towards sites

Attachments:
Agenda Item: 10.3. Personnel Report

Speaker: Carolyn Bernal, Director of Human Resource

Rationale: The personnel report is presented for approval.

Recommended Motion: It is recommended the board approve the personnel report.

Attachments:
Personnel Report 02/2016
Certificated Ratification of Employment:
Culler, Brooke, 6th Grade Teacher, Rio Del Valle, Temporary, (1.0) FTE, effective 2/1/2016
Verbeckmoes, Ashley, Intervention Teacher, Rio Real, Temporary, 5.75 hours per day, effective 2/8/2016

Certificated Resignation:
Billet, Kathy, Intervention Teacher, Rio Real, Temporary, 5.75 hours per day, effective 1/8/2016

Classified Personnel Report

Classified Ratification of Employment:
Martinez, Veronica, Food Service Worker I, 4 hours per day, Rio Vista, effective 1/25/2016
Mendez, Candelaria, Food Service Worker I, 3 hours per day, Rio Plaza, effective 1/25/2016
Perez, Noelia, Food Service Worker I, 3 hours per day, Rio Real, effective 1/25/2016
Valdivia, Arlene, Food Service Worker I, 2.5 hours per day, Rio Real, effective 1/25/2016

Classified Increase in hours:
Alfaro, Maria, Food Service Worker I, Rio Vista, from 4 hours per day to 4.25 hours per day, effective 12/15/2015

Classified Management Retirement:
Nudd, Marcia, Director, Fiscal Services, District Office, effective 6/30/2016

Classified Retirement:
Arneill-Brown, Lynn, Library Clerk, Rio Rosales, 8 hours per day, effective 6/16/2016
Camacho, Regina, School Office Manager, Middle School, Rio Vista, 8 hours per day, effective 6/30/2016
Moreno, Debi, Food Service Manager, Rio Real, 8 hours per day, effective 6/16/2016
Urban, Anthony, Custodian, Rio Plaza, 8 hours per day, effective 6/30/2016
Valdivia, Christina, Administrative Secretary, Facilities, 8 hours per day, effective 6/30/2016

Classified Voluntary Transfer:
Pech, Marissa, Food Service Worker I, 3 hrs, Rio Rosales, to 4 hrs, Food Service Worker I, Rio Rosales, effective 2/1/2016
Agenda Item: 10.4. Ratification of the Commercial Warrant Register

Speaker: Kristen Pifko, Assistant Supt. Business Services

Quick Summary / Abstract:

Rationale: Pursuant to Education Code Sections 42632 and 42633, all payments from the funds of the district shall be made by written order of the Governing Board. The district provides all detailed listings of all payments made to the Governing Board for ratification and details as necessary.

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of $2,619,016.98 which included processing payments for all funds of the District in the following amounts:

- Fund 010 - General Fund $1,978,643.54
- Fund 130 - Cafeteria Fund $ 166,884.42
- Fund 211 - Building Fund $ 453,646.49
- Fund 251 - CAPITAL FACILITIES - RESIDENTIAL $ 20,212.52
- Fund 490 - Capital Projects Fund for Blen $ 31.59

Total: $2,619,418.56
Less Unpaid Sales Tax Liability -401.58
Net: $2,619,016.98

Financial Impact: Fiscal Impact: (Total amount of item): $2,619,016.98

Funding Source: Various funds as listed above

Recommended Motion: Approve January/February 2016 Warrant

Attachments:
Jan./Feb. 2016 Warrant
<table>
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<th>Check Number</th>
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<th>Pay to the Order of</th>
<th>Fund Object</th>
<th>Expensed Amount</th>
<th>Check Amount</th>
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### Fund Summary

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Total Number of Checks: 303

Less Unpaid Sales Tax Liability: 401.58

Net (Check Amount): 2,819,018.98

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.
JBS is a women-owned firm which has demonstrated success in delivering methodologically robust, high quality, culturally sensitive, responsive, and cost effective research and evaluation studies to a broad range of clients including Federal and State government agencies, schools and school districts, private foundations and community agencies addressing social, developmental, and health issues. JBS staff has worked with several schools and school districts seeking to enrich the educational experiences of students by assessing program implementation, outcomes and impact. In addition to JBS’s work with the DIA program at RRE, JBS staff has, for more than two decades, conducted evaluations and research that offer insights to improve programs affecting migrant populations, staff training, workforce development and adult learning. JBS’s current and completed evaluations include eligibility determination accuracy for state and national level Migrant Education programs, and several studies with the California Department of Education to conduct re-eligibility surveys of California K-12 Migrant Education participants. JBS staff has also completed international evaluation studies on the effectiveness of education programs in over 100 countries in Africa, the Middle East, Asia, Latin America, Europe, and the Caribbean.

As outlined in the attached contract, JBS will conduct the Eighth Grade DIA Students’ Academic Achievement Study. This study will measure DIA students’ educational and career aspirations, fluency in English and Spanish, home experiences, extracurricular activities, educational resources and support, and their parents’ role in their education. Besides documenting DIA eighth grade students’ bilingual proficiency and academic achievement, this is the first stage for a longitudinal research on the academic and career outcomes of these DIA students in high school and beyond. It will provide baseline data to measure trends about critical transitions the students will experience once they leave DIA, enter high school, and then enroll into postsecondary institutions. JBS will address four key research questions as they apply to the Dual Immersion Academy at Rio Real Elementary school:

1. Describe the academic profile of DIA students at the end of eighth grade
   a. To what extent have students acquired language proficiency in English and Spanish?
   b. To what extent are students prepared to meet inquiry-based 21st Century learning objectives?
   c. What are the students’ mathematics and science test scores compared to other eighth graders?
d. To what extent are students able to demonstrate their level of communication, critical thinking, collaboration, creativity and caring across reading, writing, mathematics and technology?

e. To what extent are students able to demonstrate multicultural competence?

2. Describe the students’ extracurricular activities and their time outside of school
   a. To what extent are students’ activities and time outside of school associated with bilingual proficiency and academic achievement?
   b. To what extent is students’ academic achievement associated with participation in school-sponsored extracurricular activities?
   c. To what extent is students’ academic achievement associated with access to educational resources in family and community contexts?
   d. To what extent is students’ academic achievement associated with interactions with educators, peers, family caregivers and community members?

3. Describe the students’ educational and occupational aspirations for high school and college
   a. To what extent is students’ academic achievement associated with educational aspirations for high school and beyond?
   b. To what extent is students’ academic achievement associated with occupational aspirations for high school and beyond?

4. Identify the association between students’ characteristics, home and out of school experiences, bilingual proficiency and academic achievement.

This study will contribute toward a strategic approach for developing a culture of research by examining the inaugural cohort of DIA eighth graders’ academic achievement, aspirations and social experiences. A study of DIA students’ academic achievement at the end of the DIA program will offer baseline data for future program improvement in kindergarten through eighth grade. Additionally, this study can function as a summative assessment measure which can serve as a tool for teaching and learning that fosters critical thinking and reflection. Moreover, findings from this study may also be used as part of a longitudinal study of DIA students’ learning and achievement in high school, post-secondary education and careers.

The Evaluation process will consist of eight tasks: study planning, finalize aims and research questions, develop questionnaires, IRB approval, administer the surveys, data analysis, disseminating results, and create data files for future research. The anticipated timeline to complete these tasks is six months from the projected start date.

The board will be provided a summative report drawing on the findings from all components of the evaluation including a discussion of what is learned about the factors that are associated with bilingual proficiency and the mediators and moderators that may influence this association. JBS staff will describe how the findings might inform curriculum and instructional practices to sustain educational success of DIA students.
Financial Impact: Not to exceed $37,803.45
Title III categorical funds

Recommended Motion: It is recommended that the Governing Board approves this proposal for the dual immersion program evaluation reviews and technology assistance for the 8th grade DIA students academic achievement study.

Attachments:
Eighth Grade DI Evaluation Contract
AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 11th day of February, 2016, by and between the RIO SCHOOL DISTRICT, 2500 Vineyard Avenue, OXNARD, CA 93036 DISTRICT, hereinafter referred to as the DISTRICT and JBS INTERNATIONAL, INC., hereinafter referred to as the CONTRACTOR.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 530609 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board providing an enhanced instructional program and in discharging its legal obligations will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to enter into a fixed price contract, as follows:

1. **SCOPE OF WORK**
The services we promise to deliver, include, but are not limited to:

   As outlined in the attached proposal dated February 1, 2016, JBS will conduct the Eighth Grade DIA Students' Academic Achievement Study. This study will measure DIA students' educational and career aspirations, fluency in English and Spanish, home experiences, extracurricular activities, educational resources and support, and their parents' role in their education. JBS will address four key research questions as they apply to the Dual Immersion Academy at Rio Real Elementary school:

   1. Describe the academic profile of DIA students at the end of eighth grade
      a. To what extent have students acquired language proficiency in English and Spanish?
      b. To what extent are students prepared to meet inquiry-based 21st Century learning objectives?
      c. What are the students' mathematics and science test scores compared to other eighth graders?
      d. To what extent are students able to demonstrate their level of communication, critical thinking, collaboration, creativity and caring across reading, writing, mathematics and technology?
      e. To what extent are students able to demonstrate multicultural competence?

   2. Describe the students' extracurricular activities and their time outside of school
      a. To what extent are students' activities and time outside of school associated with bilingual proficiency and academic achievement?
      b. To what extent is students' academic achievement associated with participation in school-sponsored extracurricular activities?
      c. To what extent is students' academic achievement associated with access to educational resources in family and community contexts?
      d. To what extent is students' academic achievement associated with interactions with educators, peers, family caregivers and community members?

   3. Describe the students' educational and occupational aspirations for high school and college
      a. To what extent is students' academic achievement associated with educational aspirations for high school and beyond?
      b. To what extent is students' academic achievement associated with occupational aspirations for high school and beyond?
4. Identify the association between students' characteristics, home and out of school experiences, bilingual proficiency and academic achievement.

The Evaluation process will consist of eight tasks: study planning, finalize aims and research questions, develop questionnaires, IRB approval, administer the surveys, data analysis, disseminating results, and create data files for future research. The anticipated timeline to complete these tasks is six months from the projected start date.

The board will be provided a summative report drawing on the findings from all components of the evaluation including a discussion of what is learned about the factors that are associated with bilingual proficiency and the mediators and moderators that may influence this association. JBS staff will describe how the findings might inform curriculum and instructional practices to sustain educational success of DIA students.

2. COMPENSATION AND TERM. In consideration of the service to be rendered by the Contractor, the District agrees to pay a partial payment of $18,901.73 mid-way through the evaluation process and remaining amount at the close of six month period which total amount will not exceed $37,803.45, beginning on March, 2016 and ending on August, 2016. These dates may be changed by an amendment to this agreement signed by both parties.

3. EXPENSES. (Program Manager initial the applicable option)

   ____ A. The contractor will not be reimbursed for travel or other expenses.
   ____ B. In addition to the specified compensation, travel and/or expenses will be reimbursed as follows:

   Travel: Mileage at the rate of $.50 per mile up to the total of $ 200.00.
   Actual air fare (original receipts required) trips with prior written
   permission.

   Other: List authorized expense, limits and maximum amounts.
   (ie: copies, telephone or fax charges)

4. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement except as otherwise provided herein. The Contractor's signature verifies that a proper background check through the Department of Justice has been completed and does not include irregularities (conviction of a violent or serious felony) per penal codes Section 667.5c and 1192.7c.

5. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) If requested, Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 97757 and authorized to conduct business in the State of California. Required insurance coverage shall include: Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of $1,000,000.
If requested, Contractor shall furnish to the District, prior to commencement of services under this agreement, Certificates of Insurance as evident of the coverage and limits stated above. Certificates of Insurance shall:

A. Name the District as additional insure.
B. Provide a minimum of 30 days advance written notice of cancellation or material changes.
C. State that coverage afforded the District as additional insured shall apply as primary and not excess to any insurance issued the District.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services, and to provide a Certificate of Insurance to the District as proof of coverage if requested.

6. INDEMNIFICATION/HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses cause solely by the negligence of the District or any of its officers, agents, employees, and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

7. SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontracts, and of person either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

8. COPYRIGHT. Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. Contractor shall maintain the confidentially of any such material produced.

9. ASSIGNMENT. The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.

10. COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the contracting entity will have limited contact with pupils.

X Contractor need not comply with fingerprint certification requirement.

______ Contractor is required to comply with fingerprint certification. (See Appendix A)

IN WITNESSETH WHEREOF, the parties hereto have set their hands on the day and year first above written.
RIO SCHOOL DISTRICT

Principal/Department Head ______________________ Date

Director of Fiscal Services ______________________ Date

Superintendent or designee _____________________ Date

CONTRACTOR

Authorized Signature ______________________ Date

Print or Type Name ____________________________

Tax ID # (required W-9 attachment)
Address _____________________________________

Address _____________________________________

Phone # __________________ Fax # ____________

_e-mail address_______________________________
Agenda Item: 10.6. Approval of Rio Real 8th Grade Overnight Trip to Camp Shalom, Malibu California

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary / Abstract:

Rationale: Pursuant to Governing Board Policy, No. 6153 (Instruction Field Trips) regarding field trip outside of the regular school day and/or outside of Ventura County, we are requesting approval of Rio Real’s field trip to Camp Shalom in Malibu, California on March 16-18, 2016. In all, 27 students and 4 adult chaperones will be part of the trip. The three-day trip includes 2 nights and 3 days at Camp Shalom which includes 3 meals and 2 snacks per day. Transportation to and from the camp will be provided by Rio School District buses.

The program offered while at the camp will involve curriculum standards and focus on 21st Century skills with a focus on the 5 C’s. Certified course leaders at the camp will challenge students to assess and apply what they are learning through first-hand experience as they maximize gains in community building, leadership and gain confidence as leaders and collaborators as a result of their participation the program. Committed to helping teachers teach and helping students learn, Camp Shalom offers a variety of programs for students groups.

Financial Impact: $180 per person x 31 = $ 5,580 (not including transportation).

LCFF funds not to exceed $8,000.

Recommended Motion: It is recommended that the Governing Board approves this field trip on March 16-18, 2016 to Camp Shalom in Malibu, California. The purpose of this activity is to "Enrich Students' Lives" by extending education into the worldwide classroom and provide an opportunity for learning through seeing, experiencing, and interacting.

Attachments:
Agenda Item: 10.7. Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary / Abstract:

Rationale: Pursuant to Governing Board Policy, No. 6153 (Instruction – Field Trips) regarding field trips outside of the regular school day and/or outside of Ventura County, we are requesting approval of Rio del Valle’s and Rio Vista’s field trip to Washington D.C. on March 29-April 2, 2016. In all, 28 students and 3 adult chaperones will be part of the trip. The five-day trip includes Washington D.C. and Virginia which provides all-inclusive trip transportation to and from airports, round trip airfare, hotel, three meals per day, tour guides in both sites. Students will visit sites such as the White House, Smithsonian Museums, The Capitol, Charlottesville, VA, Jamestown, VA, and Williamsburg, VA. The program is based on national curriculum standards and promotes higher order thinking. Certified course leaders challenge students to assess and apply what they are learning through first-hand experience so they take away the most from the program. Committed to helping teachers teach and helping students learn, WorldStrides offers a variety of programs for students. Accreditation recognizes educational institutions for performance, integrity, and quality that entitle them to the confidence of the educational community and the public. WorldStrides was accredited the HYPERLINK "http://www2.boisestate.edu/nasc/"Northwest Association of Accredited Schools using high standards similar to those used to accredit a school before it opens. The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip. Transportation will be provided by a commercial airline carrier and is organized by WorldStrides.

Financial Impact: $2,500 per person x 28 = $70,000.00.

The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip.
It is recommended that the Governing Board approves this field trip on March 29-April 2, 2016 to Washington D.C. The purpose of this activity is to "Enrich Students' Lives" by extending education into the worldwide classroom and provide an opportunity for learning through seeing, experiencing, and interacting.
10.8
10.8. Approve estimated fees for Legal Services Provided by Myers, Widders Gibson, Jones, for various construction and developer related projects.

Speaker: Kristen Pifko, Assistant Supt. Business Services

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

The estimate to provide these services is $60,000.00 for the rest of the fiscal year.

Fiscal Impact: $60,000.00

Funding Source: General Fund

Recommended Motion: Staff recommends approving the estimated fees for 2016.
Agenda Item: 10.9. Williams Quarterly Complaint and Activity Report

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary/Abstract:

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

Financial Impact: Not Applicable

Recommended Motion: Staff recommends approval

Attachments:
Williams Quarterly Report
Williams Activity Report
California Education Code Section 1240 requires that the County Superintendent annually visit the 56 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index, including Quality Education Investment Act (QEIA) schools subject to “Williams” inspections. The purpose of the visit is to insure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2015-16 school year, County Office of Education inspectors visited all “Williams” schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of school facilities. The findings of these visits were summarized on the 1st Quarter Activity Report for your District issued in October of 2015.

While much of the specific Williams related activities occur during the 1st quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school’s school accountability report card to verify that known Williams related issues are correctly reported.

The final results of these reviews will be published in our annual Williams report in November of 2016.

If you have any questions about the Williams Settlement process or the information contained in this 2nd Quarter Activity Report for your District, please call Paula Driscoll, Executive Director of School Business Advisory Services, at 805-383-1981.
Quarterly Report on Williams Uniform Complaints  
[Education Code Section 35186]  
Fiscal Year 2015-16

District: Rio School District  
Person completing this form: Oscar Hernandez  
Title: Asst. Superintendent of Educational Services

Quarterly Report Submission Date:  
☐ October 2015 (7/1/15 to 9/30/15)  
☒ January 2016 (10/1/15 to 12/31/15)  
☐ April 2016 (1/1/16 to 3/31/16)  
☐ July 2016 (4/1/16 to 6/30/16)

Date for information to be reported publicly at governing board meeting: February 10, 2016

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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John Puglisi  
Name of District Superintendent  

Signature of District Superintendent
Agenda Item: 10.10. Approval of Amended Contract with Joe Bruzzone

Speaker: Superintendent Puglisi

Rationale: The contract with Mr. Joe Bruzzone is a revised contract for middle school improvement planning, Science facilitation and leadership thinking partner services.

Financial Impact: Fiscal Impact: $13,000.00

Funding Source: LCFF

Attachments:
BruzzoneRecContract
Scope of Services and Contractual Agreement

February 2, 2016

Prepared for: Dr. John Puglisi
Superintendent, Rio School District

Prepared by: Joe Bruzese

417 Pitzer Court
Goleta, CA 93117 USA
805-319-2358 Direct Line
joe@sprigeo.com
This letter shall serve as a contract for consulting services by and between Joe Bruzzese and the Rio School District.

Joe Bruzzese will provide consultation services for the Rio School District as outlined below:

SCOPE OF SERVICES PROVIDED:

In consultation and cooperation with Dr. John Puglisi, Joe Bruzzese will provide ongoing support, development and analysis connected with:

Rio School District Middle Schools Collaborative Research Study

Focus: Qualitative and Quantitative Analysis with targeted change ideas for Rio Del Valle and Rio Vista Middle Schools

Purpose: To build on prior research and professional development conducted during the 2014-15 school year, in order to further develop understandings related to student, parent, and teacher perceptions and perspectives of middle school climate, safety, curriculum, programs, student achievement, and technology integration. This study will also give specific focus to the following AIM statement below as part of a larger focus on raising the academic achievement level of students currently achieving below a 2.0 grade point average.

AIM Statement: Our Networked Improvement Community (NIC) aims to decrease severe student discipline incidents for both middle schools combined by 50% by the 2016-17 school year.

Outcomes: Complete the current improvement science planning document in cooperation with Dr. Puglisi and key leaders from the middle schools. Develop and implement a series of change ideas based on stakeholder input and guided by prior research and best practices over the course of three PDSA cycles during the 2015-16 school year. Decrease severe student discipline incidents for both middle schools combined by 50% by the 2016-17 school year. Report progress and findings on a quarterly basis to stakeholders including the Rio School District Board of Education. This study will create professional development learning opportunities for staff and leadership at the middle schools and measureable change results connected with the AIM statement detailed above.

Methods: This follow up study will utilize quantitative methods/content analysis in conjunction with the improvement science planning model to implement change ideas over a series of three PDSA cycles throughout the 2015-16 school year. The study will also utilize qualitative methods to gather and analyze data from surveys, interviews, focus groups and change idea assessments, including both a 2015 post survey for students and staff to provide an analysis of change throughout the 2014-15 school year.
Student interviews at each of the three middle school sites will serve to complement the surveys and initial interviews from earlier in the 2014-15 school year.

Staff will participate in quarterly professional development sessions focused on change ideas proposed in the improvement science plan. Selected students will participate in quarterly focus groups to discuss change ideas and offer their perceptions about how the change ideas are impacting their school culture. Joe will meet with middle school and district leadership on a monthly basis to evaluate progress toward the study outcomes. Progress indicators and dialogue with staff and leadership will be documented online using Google Docs.

**Researchers:** Joe Bruzzese, CEO Sprigeo, and John Puglisi, Ph.D., superintendent of the Rio School District, will conduct the study as co-researchers drawing upon Mr. Bruzzese’s expertise in middle school effectiveness and middle school student/parent outreach as well Dr. Puglisi’s experience as administrator and researcher.

**Timeline:**

**Phase 1:**
Student/staff post survey and interviews: June 2015
Bi-weekly meetings to gather data and develop the improvement science planning document: June/July 2015
Change ideas cycle 1: August-October 2015
Student/staff surveys and student interviews
Student focus groups quarterly meeting

**Phase 2:**
Findings report and presentation: November 2015
Change ideas cycle 2: November 2015 – February 2016
Student focus groups quarterly meeting

**Phase 3:**
Findings report and presentation: March 2016
Change ideas cycle 3: March – May 2016
Student/staff surveys and student interviews
Student focus groups quarterly meeting
Findings report and presentation: June 2016
PROFESSIONAL FEES:

The Contract for the Phase 1 study with Joe Bruzzese is not to exceed $13,000 and will be paid on monthly increments during the period of March 2016 through June 16.

A monthly statement and invoice will be provided to Rio School District with an up-to-date accounting of service hours/days. Invoices are payable to Joe Bruzzese on a net 30-day billing cycle.

______________________________ Date: __________________
Joe Bruzzese

______________________________ Date: __________________
Dr. John Puglisi
Agenda Item: 10.11. Approval of Technology Incentives for PADDLE-Professional Development System

Speaker: Superintendent Puglisi

Rationale: P.A.D.D.L.E is Rio School District’s gamified professional development model. P.A.D.D.L.E. stands for Personal And District Digital Learning Environment. The components of the model follow the District’s goals and visions for instruction, teacher technology skills, and student learning. There are five levels, that get progressively more rigorous and labor-intensive. There are five strands of tasks for each level - Collaboration, Redbird Blended Learning, Professional Learning, Tools, and Pedagogy. Teachers complete tasks on their own and submit evidence of completion along with reflections to show their learning. To complete a level, teachers earn points for completing tasks, and must complete a minimum number of points in each strand, as well as a minimum number of points for each level as a whole. Teachers earn prizes for completing each level.

Currently, over 200 teachers are “playing the game”. Seventeen teachers have completed Level 3, earning them a new teacher laptop. Teachers who complete Level 3 are able to choose any device with a cost limit of $1,100. As long as the device fulfills district requirements for accommodating required district software, teachers are free to select the device they prefer - this can be a Chromebook (with or without a touchscreen), a PC (such as an ultrabook or a PC with faster processor and greater memory than our standard-issue laptop), or a Macbook.

Financial Impact: Fiscal Impact: 35,000.00

Funding Source:

Recommended Motion: Staff recommends approval.

Attachments:
Agenda Item: 10.12. Approval of Furniture Purchase for Training Room District Office

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary / Abstract:

Rationale: Due to the reconfiguration of the District Office Building and the Educational Services Department, we need to purchase the appropriate furniture to maximize the space in the innovation room for professional development and meetings. We reached out to three different vendors and only two submitted a quote.

Staff request approval of the School Services quote.

Financial Impact: Not to exceed $10,000. LCFF funds will be used

Recommended Motion: Staff recommends approval.

Attachments: FurnitureProp
# Proposal

**Proposal #:** 012916 Tables and Chairs

Please refer to this number when ordering

**Date:** 1/29/2016

### To:

**Account #:** 236550
**RIO SD**
**S3036**
**Attn: KRISTEN PIFKO**

### From:

**Account #:** 236550
**RIO SD**
**SEAN QUINTAL**
**Phone: 805-312-0422**
**Fax: 805-648-6114**
**sean.quintal@schoolspecialty.com**
**Territory No: SOUTHERN CA/123**

---

**Valid for 30 Days**

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<th>Qty</th>
<th>Page</th>
<th>Description</th>
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<th>Your Price</th>
<th>Amount</th>
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YOUR PRICE INCLUDES FREE SHIPPING WITH A LIFT-GATE

QUICKSHIP - 1 WEEK ARO

PLEASE ADD YOUR SALES TAX TO PO

You Saved: $5,956.86

---

**Customer:** 1-888-388-3224
**Service:** FAX: 1-888-388-6344

**orders@schoolspecialty.com**

---

**PROPOSAL QUALIFICATIONS**

**PRICES FIRM TO:** 2/28/2016
**SHIP BY:** ASAP

**SHIPMENT BY:** Best Way

**INVOICE TERMS:** Net 30

**FREE Shipping (Delv'd Price)**

- Tailgate Delivery Only
- Lift Gate Truck Required
- Inside Delivery
- One Location
- Multiple Locations

**Installation:**

- by owner
- by S.S.
- other

---

* THIS PROPOSAL AFFORDS SPECIAL ONE-TIME PRICING FOR THE PRODUCTS AND QUANTITIES LISTED
* TO GUARANTEE PRICE(S) PROPOSED THIS FORM MUST ACCOMPANY YOUR ORDER
* IF ANY QUANTITIES ARE CHANGED, PRICES WILL BE SUBJECT TO RENEGOTIATION
* PRICES PROPOSED ARE ONLY VALID UNTIL THE EXPIRATION DATE SHOWN

---

Proposed By: SEAN QUINTAL
Title: ACCOUNT MANAGER

*Thank you for the opportunity to submit this proposal!*
Agenda Item: 10.13. Internet Connection - eRate Contract

Speaker: Dr. Mike Vollmert, Director of Technology

Quick Summary / Abstract: Staff is recommending awarding the eRate contract for internet connections to VCEdnet, the service provider component of the Ventura County Office of Education. This contract will upgrade the District's bandwidth from 500MB to 1GB, with the potential for future upgrades should the need arise.

Rationale: Each year, the Federal eRate process provides the opportunity for the District to benefit from significant discounts on internet services and certain network functions. The District's current internet connection provides 500MB of bandwidth. A Request for Proposal was released to upgrade that connection to 1GB. Three proposals were received, and after analyzing each proposal on several factors, including cost, experience in the K-12 education market, and experience with neighboring school districts, staff recommends awarding this contract to VCEdnet.

Financial Impact: $45,100 annually, before eRate discounts. The District anticipates eRate discounts of between 80% and 85%.

Attachments:
VCEdnet Internet Proposal
November 24, 2015

Dear Mike and Linda,

In reviewing the Rio School District Form 470 and RFP for Internet Access we have seen that you are applying for Internet Access. I have attached a VCEDNET proposal and contracts for scaled ISP Services up to 4 Gb/sec Internet Access Service. Please note that the cost of our Internet Service is a bundled service that includes cost for equipment, technical configuration and routing along with the entire circuit cost.

Should you decide to choose our solution please sign both copies and return a fully executed copy to our office by allowable contract date.

Should you have further questions please do not hesitate to call.

Sincerely,

Don Gerkensmeyer  
VCEdNet Manager
Who we are:
VCEDNET operates under the Ventura County Office of Education as an authorized E-rate provider. VCEDNET has been in operation for over 10 years and currently serves twenty school districts in Ventura County with licensed microwave and fiber connectivity at speeds between 20 Mb/sec. to multi-Gb/sec. This represents approximately 94% or 138,000 students in Ventura County. VCEDNET provides 24x7x365 network monitoring tools to all customers. We are extremely proud of our engineering, deployment and support record. Our network is robust and reliable with up time over 99.999 percent. The VCEDNET network ties directly into (2) 10 Gb/sec connection provided as a node site on the K12 High Speed Network. As a node site on the K12-HSN we also have an additional failover link provided by a diverse carrier in case of any disruptions to our primary datacenter.

Our Staff and Operations:
We have a staff of analysts, engineers and technicians that are responsible for engineering and coordinating with district facilitates teams to assure a timely and clean turn up of services. We work directly with vendors and installers to get all equipment deployed and configured and we have a Network Operations Center (NOC) that is monitoring network bandwidth and performance 24x7x365. We provide all customers with their own web portal to check bandwidth utilization along with regular summary reports. Technicians are available during regular business hours Monday-Friday 8:00 a.m -8:00 p.m.

Licensed Contractors and Sub-Contractors:
All of our licensed microwave installations as well as on-going preventative maintenance schedule is performed by both VCEDNET staff and our licensed contractors. Their staff is trained and licensed to climb and install all microwave equipment both at school sites and at hub sites.
We have also have negotiated master service agreements between VCEDNET and two major fiber providers; Time Warner Cable and AT&T. These agreements provide VCEDNET and its customers with a defined account team that address project management, account consolidation and Tier 3 services.

Billing:
As an Internet Access provider we do not offer CTF/DAS discounts. VCEDNET provides one annual e-rate discounted bill in the October/November time frame for only the LEA’s portion of the service. VCEDNET then bills the SLD for the e-rate portion of the service. The circuit cost is included.

Bandwidth Upgrade Process:
Requests for bandwidth upgrades will require engineering consultation to demonstrate necessity within the 90 day period.

Reporting of issues:
VCEDNET utilizes an online ticketing system. Once a contract is signed we will establish a select list of people from the LEA that can place and report a trouble ticket. The ticket provides customers with the ability to track progress and add detail to the ticket. VCEDNET support can be accessed directly through our customer support specialist available by calling our help desk, emailing or generating a request ticket.

E-rate Experience:
VCEDNET has successfully filed and received reimbursements from the USAC during the last nine years for all of its customers. We have never been declined for any services requested nor have we been "red-flagged" by the FCC. We have also successfully complied with all Program Integrity Assurance requests.
District References:

Moorpark Unified School District- Mike Winters, CTO, (805) 531-6461
Oxnard Elementary- Valerie Minot-Mitchell, CIO, (805) 487-3918
Ocean View School District- Joequinn Licea, CTO, (805) 966-6111
Ventura Unified School District- Julie Judd, CTO (805) 641-5000 x1341
Simi Valley Unified School District- Phil Scrivano, Director of Technology, (805) 520-6500
Santa Paula Unified High School District- Christian Baker, Director of Technology, (805) 625-4406
Complete Bundled Internet Access Service Contract

This document identifies the terms of a Complete Internet Access Network Service Contract hereinafter referred to as the "contract". This contract is being executed between the Rio School District, hereinafter referred to as the "LEA" and Ventura County Education Network, hereinafter referred to as "VCEDNET".

VCEDNET Complete Internet Access Service Contract includes the following:

1. **Provide radio and/or fiber links from LEA to VCEDNET.** This includes site surveys, engineering, design, procurement, installation, coordination and configuration of all equipment and or contractors. Register and maintain all necessary FCC microwave licenses (if applicable). Coordinate with all subcontractors and LEA facilities for Customer Premise Equipment (CPE).

2. **Operation/maintenance of network devices** VCEDNET will design, engineer and manage all layer-2 or 3 network devices up to and including the (CPE) at LEA facility. VCEDNET will provide the LEA with a RJ-45 Ethernet or Multi Mode Fiber handoff. VCEDNET is responsible for the following operations:
   a. monitor the performance of all circuits aforementioned in Section 1.
   b. report any faults/troubles that are related to the communication circuits.
   c. configure and manage all layer-2 or 3 network devices Customer Premise Equipment (CPE) at LEA facility (network equipment closet).

3. **Internet Access:** Provide IP address block and routing from LEA to upstream Internet POP, including Domain Name Registration and basic firewall protection. VCEDNET provides a 10-gigabit Tier 1 class pop to the K12HSN as well as multi-gigabit failover link provided by an alternative Tier 1 class carrier.

4. **Effective Date:** This contract is for a three year period beginning July 1, 2016 and ending June 30, 2019. Optional growth and extension clauses are available.

5. **Point of contact calls and e-mails to VCEDNET Service Center** The LEA will designate a point person(s) to communicate with VCEDNET Service Center and in turn relay information to their respective staff. VCEDNET Service Center is open between the hours of 8:00 a.m. and 5:00 p.m. M-F. A reasonable expectation for

Service, Support, and Leadership
response time, either by phone or e-mail, is 2 hours. A timely resolution to the service request depends on the nature of the problem. LEA determined Emergency Requests will be billed at prevailing VCEDNET rates.

6. **LEA responsibilities:**
   a. Pay an annually invoiced service fee, including leased equipment for Internet Access.
   b. Secure an acceptable location at LEA facility which includes:
      i. Sufficient and accessible electrical power
      ii. Conduit/path from MPOE (customer minimum point of entry) to an interior MDF/IDF
   c. Provide the connectivity from the IDF to the MDF
      i. Fiber/Ethernet connection from IDF to MDF
      ii. A layer-2 switch with fiber/gigabit Ethernet ports

7. **Equipment Ownership** All equipment provided under this contract remains the property Ventura County Education Network.

**Exclusions:**
- Following initial network configuration, any subsequent router or switch configuration changes requested by LEA are not included in this Service Level Contract.
- The terms of this contract do not include LEA internal LAN equipment.
- Acts of God are NOT covered by this service. Fire, flood, earthquake, lightning and such are considered AoG.
- Damage or loss to equipment from vandalism or theft.
- LEA will be responsible for any incurred costs due to early termination of circuit or change in MPOE physical location.

**Please select the service speed that you are requesting.**

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<th>Annual Cost</th>
<th>Total Core Service</th>
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<td>Internet Access w/ 3 Gb connectivity</td>
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</tr>
<tr>
<td>Internet Access w/ 4 Gb connectivity</td>
<td>$85,100</td>
<td></td>
</tr>
<tr>
<td>Tier 1 ISP connectivity</td>
<td>Connection</td>
<td>Speed</td>
</tr>
</tbody>
</table>
Complete Internet Access Network Service Contract

Contract Growth Terms—This Complete Internet Access Network Service Contract is by and between VCEDNET and LEA. During the 3-year contract term LEA may opt to increase connectivity speed to amounts listed in this contract only during annual renewal periods and VCEDNET would need to be notified of stated increase in writing with 90 day notification prior to increase cutover. LEA will be invoiced annually for their portion of e-rateable service. Payments are due net 30 days upon receipt of invoice. Invoices will be sent out typically in September or October of each contract year.

Contract Extension Terms—While this contract is a three year term it may be extended for (two) one year extensions with the same 90 day notification prior to the June 30 deadline.

Non-Appropriation Clause

"If after the first fiscal year in which a particular Service acquired is installed, universal service (E-rate) discounts are not received to pay for that particular Service in a subsequent fiscal year, then Customer may terminate this contract as it relates to that particular Service as of the last day universal service (E-rate) discounts were received. However, (i) Customer shall be obligated to pay all charges incurred through the "Date of Termination" (ii) Customer shall use its best effort to obtain universal service (E-rate) for this particular Service provided, (iii) Customer agrees not to obtain substantially similar service and or equipment to replace those provided in this contract for a period equal to the remaining term of this contract, (iv) Customer may exercise right to terminate upon delivery to VCEDNET of a 90 day written notice setting forth the reason for such termination and within 30 days following such delivery provide VCEDNET with a legal opinion of counsel from Customer that universal service (E-rate) funds were not available for the acquisition of such Service."

VCEDNET, TECHNOLOGY SERVICES:

By: ____________________________  Authorised Signature

Name: __________________________

Title: Manager, VCEDNET

Date: __________________________

CUSTOMER:

By: ____________________________  Authorised Signature

Name: __________________________

Title: __________________________

Date: __________________________

Point Person Contact Information:

Name: __________________________  Phone: __________________________  Email: __________________________

Name: __________________________  Phone: __________________________  Email: __________________________

Name: __________________________  Phone: __________________________  Email: __________________________

Service, Support, and Leadership
10.14. Fiber Optic Connections - eRate Contract

Speaker: Dr. Mike Vollmert, Director of Technology

Quick Summary / Abstract: Staff is recommending awarding the eRate contract for Fiber Optic connections to Sunesys, Inc. Upgrading the connections between each school site and the District Office from 1GB to 10GB is part of the Measure G technology upgrade project. Using eRate discounts for this part of the project will enable the District to benefit from substantial discounts.

Rationale: One of the technology components to Measure G is to upgrade the District's network infrastructure from 1GB to 10GB, in order to accommodate increased demands from new things like surveillance cameras and Voice Over IP phone systems, as well as ever-increasing bandwidth needs of students, teachers, and staff as we increase the number of devices requiring internet connectivity, and the increase need for bandwidth from internet-based programs and web-based resources.

The District released a Request for Proposals through the federal eRate process for 10GB fiber optic connections between each school site and the District Office. Three vendors submitted proposals, which were evaluated on a matrix that rated each proposal based on several factors, including cost, experience in the education market, and experience with surrounding school districts. As a result of this evaluation, staff is recommending awarding this eRate contract to Sunesys.

Financial Impact: $549,270.00 before eRate discounts. Staff expects the discount for Rio School District to be between 80% and 85% for eRate, with an additional 50% discount from the California Teleconnect Fund for the remaining, undiscounted portion of the cost.

Attachments:
Sunesys Fiber Optic eRate Proposal
Proposal For:

Rio School District
High-Bandwidth Network Solutions

SunEsys
|| Fiber.Faster. ||
November 25, 2015

Mike Vollmer, Ed.D.
Director of Technology
Rio School District
2500 Vineyard Ave.
Oxnard, CA 93036

Re: Sunesys Wide Area Network Proposal for Rio School District

Dear Mr. Vollmer:

Thank you for the opportunity to present Rio School District with a 10Gbps upgrade to its existing comprehensive leased fiber network Managed Private Ethernet solution. Due to Sunesys' direct fiber network architecture, we offer a superior service providing your district with years of trouble-free, hi-capacity bandwidth service.

We take pride in our rich history as well as our success and presence in Ventura County. For Rio School District we will continue to deliver a dedicated, direct fiber optic network. This dedicated infrastructure insures the highest level of security and reliability. As an existing Sunesys customer you are already aware that the Sunesys dedicated infrastructure assures the highest level of security, performance and reliability. Your information never passes through any public switches or central offices (COs) so you may be confident that your data remains secure and confidential.

Our 100% E-rate eligible managed service provides a simple, but highly effective solution, allowing both the flexibility and performance your district requires. The proposed solution is based upon a 10GbE SunEP (Sunesys Managed Private Ethernet) solution in a Point-to-Point design. The fiber optic cables start and finish in the district buildings and shall not be terminated at any intermediate points, CO or switching station. Should the need arise, upgrading to a higher bandwidth in the future is simple and will not impact the network design.

Once you have a chance to review our proposal, I look forward to hearing from you. Sunesys prides itself upon our dedicated customer service, so feel free to contact me if you should have any questions and/or concerns. Thank you again for the opportunity.

Sincerely,

Jonathan Rosen | Business Development Manager
226 N. Lincoln Ave | Corona, CA 92882
mob 310.310.0835 | office 818.923.5060
web sunesys.com | em jrosen@sunesys.com
OBJECTIVE

This proposal is to provide Rio School District with a 10GbE SunEP (Sunesys Managed Private Ethernet) network solution between the District Office and (8) eight remote sites in a Point-to-Point design.

Included in this proposal you will find:

- **Scope of Project**
  - Physical Design
- **Implementation Plan**
  - Timeline
  - Personnel
  - Network Maintenance
  - Installation Notes
- **E-Rate Expertise**
  - Spin
  - FCCRN
  - Proof of FCC Green Light Status
- **Reference Information**
  - References
  - Case Study
  - About Sunesys
  - Company History
  - Sample Service Level Agreement
- **Attachment A: Summary: Annual Cost, before discounts, for High Speed Fiber Optic Network**
- **Signed E-Rate Terms and Conditions**
SCOPE OF PROJECT

Sunsys will provide a 10GbE SunEP (Sunsys Managed Private Ethernet) network solution between the Rio School District hub site and the (8) eight district remote locations in a Point-to-Point configuration as outlined below. The proposed architecture for a managed solution is a dedicated fiber optic based solution providing 10Gbps over each connection. A layer 2 passive media converter is provided as the handoff to the customer’s network equipment.

**Hub Site:**
- The Hub Site located at the Rio District Office will require 8U of Customer Provided Rack Space and 120v 30amp power
  - (1) Fiber Termination Panel 4U

**Remote Sites:**
- Each remote location will require 4U of Customer Provided Rack Space and 120v 30amp power
  - (1) Fiber Termination Panel 2U

As a layer 2 open architecture solution, Sunsys will not alter, shape or route the network traffic in any manner providing the customer with the flexibility to provide and route any content or services over the network.

**Demarcation** - At each location, Sunsys will be responsible for providing a 10GBaseLR handoff in the MDF (Main Distribution Frame), i.e. the fiber will be terminated and connected to a Carrier Ethernet Switch. Any materials or activities that take place beyond the media converter are the responsibility of the client.

**Physical Design**

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<th>Address</th>
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<tr>
<td>Rio del Mar Elementary (including Pre School)</td>
<td>3150 Thames River Dr.</td>
</tr>
<tr>
<td>Rio del Norte Elementary (including Pre School)</td>
<td>2500 Lobelia Ave.</td>
</tr>
<tr>
<td>Rio del Valle Middle School</td>
<td>3100 Rose Ave.</td>
</tr>
<tr>
<td>Rio Lindo Elementary (including Head Start)</td>
<td>2131 Snow Ave.</td>
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<tr>
<td>Rio Plaza Elementary (including Head Start)</td>
<td>600 Simon Way</td>
</tr>
<tr>
<td>Rio Real Elementary</td>
<td>1140 Kenney St.</td>
</tr>
<tr>
<td>Rio Rosales Elementary (including Head Start)</td>
<td>2001 Jacinto Dr.</td>
</tr>
<tr>
<td>Rio Vista Middle School</td>
<td>3050 Thames River Dr.</td>
</tr>
</tbody>
</table>
IMPLEMENTATION

Timeline

Pending an executed agreement between the Service Provider (Sunesys, LLC.) and Rio School District, Sunesys will begin the upgrade in April 2016 and have the network fully operational by 7/1/2016.

Personnel

Sunesys has some of the most dedicated and knowledgeable employees in the industry. To facilitate your interaction, a Sunesys project manager will be assigned to see your project through to completion. Your project manager will be your primary point of contact throughout the implementation of your network. The project manager will allocate resources to your project based on experience and expertise as necessary. Resources include both in-house and subcontracted services for engineering, make-ready, construction, and splicing and testing.

Network Maintenance

Sunesys is responsible to maintain the network for the life of the contract. All maintenance, whether scheduled or unscheduled is covered under the agreement. In the event of an unscheduled service interruption, Sunesys will respond within 2 hours of receiving a service call without regard to the time of day or day of the week, including holidays. Service calls should be placed from the customer, a utility company, the local municipality, or otherwise. Service calls are made to the emergency hotline, 1-800-288-6664, which is monitored 24 hours a day. The customer will also be provided with an escalation list in the unlikely event that there are any issues with the service response.

Installation Notes

Reasonable access to school district properties and buildings must be made available as required for design and reconfiguration of the network.
E-RATE EXPERTISE

With the advent of E-rate, the Schools and Libraries Universal Service Support Mechanism that provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access, Sunesys was established. The Sunesys prime mission is to provide fiber based WAN services for academic institutions (K-12 and higher education). Sunesys currently has over 200 educational institutions on its customer list that have received over $30 million dollars in service through schools and libraries. We own, operate, and maintain our own high density fiber optic network in major metropolitan areas across 31 states in the U.S.

SPIN Number: 143019764

FCCRN Number: 0019085687

Proof of FCC Green Light Status

---

185 Titus Avenue | Warrington, PA 18976 | tel | 888.35.FIBER | fax | 267.927.2099 | web | sunesys.com
Fiber Faster
REFERENCE INFORMATION

References

In California alone we serve over 80 districts, several of which have upgraded to 10G networks. We would be happy to set up a call with any of these 10G customers if you care to learn more about their experience:

Garden Grove Unified School District
Garden Grove, CA 92840
Rick Rodriguez
CTO
714-663-6591

Upland School District
Upland, CA 91786
Raul Santana
Director, IT
909-949-3796

East Whittier City School District
E. Whittier, CA 90605
Jason Zaharides
CTO
562-907-5944

Monrovia Unified School District
Monrovia, CA 91016
Jason Buchanon
IT Director
626-471-2077

South San Francisco Unified School District
S. San Francisco, CA 94080
Dwane Camp
MIS Director
650-615-7827
Case Study

REDWOOD CITY SCHOOL DISTRICT

Redwood City School District serves over 9,000 students from Redwood City and parts of San Carlos, Menlo Park, Atherton, and Woodside, California. For over 100 years, the district has been educating K-8 students in the area which now rests in the heart of Silicon Valley.

Background

The district places a strong focus on using technology to improve the learning opportunities available to the students. Their technology plan included several goals including decreasing the ratio of computers to students and increasing time spent by students on the computers each week. These initiatives would closely align to the industry trend of one to one learning. To help support these, and other goals, Sunesys was contracted to install and maintain a private fiber optic wide area network (WAN) to provide connectivity between the district office, which acts as their central hub location, and seventeen remote facilities.

Solution

Sunesys supplied Redwood City School District with point to point 1Gbps connections from their hub site to each of their seventeen remote district sites. After installing the network, Sunesys has completed upgrades to develop a fully meshed configuration consisting of 1Gbps connections in each direction. This solution provides unlimited bandwidth to help the district continue to increase its technology offerings.

Through streamlining their network infrastructure to provide ample bandwidth per student, Redwood City was able to increase time spent on the internet to complete schoolwork and education related activities. As well, the network also prepared the District to participate in the Digital California project, or Common Core Assessments, utilizing computers for online testing.

Testimonial

"I was so lucky to find Sunesys, and the network you have given us did nothing short of change the way we do business. It has transformed the level of support and services the IT Department can provide, while being rock solid reliable and cost effective. Sunesys has been a partner to us in every sense of the word." – Joseph Siam
About Sunesys

Sunesys is a leading provider of premium bandwidth services and private fiber optic networks. We own, operate, and maintain our own high density fiber optic network in major metropolitan areas across 31 states in the U.S. Sunesys offers a comprehensive suite of tailored, high capacity, facilities-based network services coupled with superior industry expertise, service, and support.

Sunesys is a subsidiary of Crown Castle International Corp. (NYSE: CCI). Crown Castle provides wireless carriers with the infrastructure they need to keep people connected and businesses running. With approximately 40,000 towers and 15,000 small cell nodes supported by approximately 16,000 miles of fiber, Crown Castle is the nation's largest provider of shared wireless infrastructure with a significant presence in the top 100 U.S. markets.

Company History

Since 1979, we've been laying the foundation for the future of telecommunications. What began as Coleman Excavating grew into Blair Park Services as we expanded into underground cable installation in 1983. In 1986 we began installing fiber optic cable, and with the Telecommunications Act of 1996 we became Sunesys, offering design, construction and project management of large-scale fiber deployments. We've been bringing lightning fast network solutions to schools, businesses and hospitals ever since, from Pennsylvania to Illinois to California. Our dedication and experience lies in over sixteen thousand miles of fiber, connecting tens of thousands to each other and to the world.
Sample Service Level Agreement

SUNESYS PRIVATE LINE ETHERNET SERVICES

1. **Availability Service Level.** The Availability Service Level for Sunesys Ethernet Service is 99.99% for Protected Service(s), and 99.5% for Unprotected Service(s). Ethernet Service is considered unavailable if a Service Port is unable to send or receive traffic. If credits are due under this Availability Service Level for a particular unavailability event, Service credits will not be payable under Section 2 or 3 for the same unavailability event.

A Service Outage begins when the Licensee opens a trouble ticket with Sunesys' NOC or when Sunesys is notified or becomes aware of the Service Outage, whichever first occurs. A Service Outage ends when the affected service has passed all required testing. Service Outage notifications must be initiated by contacting Sunesys' NOC by telephone (1-800-286-6664).

In the event that Sunesys Ethernet Service becomes unavailable for reasons other than the exceptions outlined in paragraph 5, the Licensee shall be entitled to a service credit reduction of the MRC for the affected Sunesys Ethernet Service. Service credits are based on the cumulative unavailability of the affected Sunesys Ethernet Service in a given calendar month as set forth in the following tables:

**For Protected Sunesys Ethernet Service:**

<table>
<thead>
<tr>
<th>Cumulative Unavailability (in hrs:mins:secs)</th>
<th>Service Level Credit (as a % of the monthly recurring fee for the affected location(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 – 00:04:22</td>
<td>No Credit</td>
</tr>
<tr>
<td>00:04:23 – 00:45:00</td>
<td>5%</td>
</tr>
<tr>
<td>00:45:01 – 04:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>04:00:01 – 08:00:00</td>
<td>20%</td>
</tr>
<tr>
<td>08:00:01 – 12:00:00</td>
<td>30%</td>
</tr>
<tr>
<td>12:00:01 – 24:00:00</td>
<td>40%</td>
</tr>
<tr>
<td>24:00:01 or greater</td>
<td>50%</td>
</tr>
</tbody>
</table>

**For Unprotected Sunesys Ethernet Service:**

<table>
<thead>
<tr>
<th>Cumulative Unavailability (in hrs:mins:secs)</th>
<th>Service Level Credit (as a % of the monthly recurring fee for the affected location(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 – 03:40:00</td>
<td>No Credit</td>
</tr>
<tr>
<td>03:40:01 – 08:00:00</td>
<td>5%</td>
</tr>
<tr>
<td>08:00:01 – 12:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>12:00:01 – 16:00:00</td>
<td>20%</td>
</tr>
<tr>
<td>16:00:01 – 24:00:00</td>
<td>30%</td>
</tr>
<tr>
<td>24:00:01 – 36:00:00</td>
<td>40%</td>
</tr>
<tr>
<td>36:00:01 or greater</td>
<td>50%</td>
</tr>
</tbody>
</table>
2. **Packet Delivery Service Level.** The Packet Delivery Service Level for Sunesys Ethernet Service is 99.95% for On-Net traffic between On-Net locations. Packet Delivery is the average number of Ethernet Frames that transit the Sunesys network and are delivered by Sunesys to the intended On-Net destination in a calendar month. In the event Sunesys does not meet the Packet Delivery Service Level for reasons other than a scheduled outage or a force majeure event or as a result of any Off-Net Local Loop (whether provisioned by Customer or Sunesys), Licensee will be entitled to receive a service credit off of the affected Sunesys Ethernet Service (if applicable). Service credits, in each case, are as set forth in the following table:

<table>
<thead>
<tr>
<th>Packet Delivery (as a % of the monthly recurring fee for the affected location(s))</th>
<th>Service Level Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.5 – 99.949%</td>
<td>5%</td>
</tr>
<tr>
<td>99 – 99.49%</td>
<td>10%</td>
</tr>
<tr>
<td>98 – 98.99%</td>
<td>20%</td>
</tr>
<tr>
<td>97 – 97.99%</td>
<td>30%</td>
</tr>
<tr>
<td>96 – 96.99%</td>
<td>40%</td>
</tr>
<tr>
<td>95.99% or less</td>
<td>50%</td>
</tr>
</tbody>
</table>

3. **Mean Time to Repair (MTTR).** Equals the sum of all service restoration intervals for all trouble tickets divided by the total number of trouble tickets.

<table>
<thead>
<tr>
<th>Goal</th>
<th>Remedy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Time To Repair (MTTR)</td>
<td>4 hours (monthly average)</td>
</tr>
<tr>
<td>5% of the monthly recurring fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period. In no event shall the MTTR Remedy for a single month exceed 50% of the monthly recurring fees for the applicable location(s)</td>
<td></td>
</tr>
</tbody>
</table>

4. **Chronic Outage.** Licensee may elect to terminate an affected Sunesys Ethernet Service prior to the end of the Service Term without termination liability if, for reasons other than the exceptions outlined in paragraph 5, the Sunesys Ethernet Service is unavailable (as defined in Section 1 above) for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month.

Licensee may only terminate such Sunesys Ethernet Service that is unavailable as described above, and must exercise its right to terminate the affected Sunesys Ethernet Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Licensee in such notice of termination.

5. **Events Excluded from Credit.** notwithstanding the foregoing, Licensee shall not receive any credit for a Service Outage or inadequate performance of Services arising from or caused by the following events: (i) Licensee’s negligence or the negligence of End-Users or others affiliated with Licensee; (ii) Failure of electrical power to Licensee equipment when power is not provided by Sunesys pursuant to this Agreement; (iii) Licensee rejection of a Sunesys request to release the Service for testing and repair; (iv) Sunesys’ inability, due to the action or inaction of Licensee or an End-User, to obtain access required to remedy a defect in Service; (v) Scheduled system maintenance coordinated with Licensee and performed by Sunesys NETWORK within the agreed upon time period; (vi) Scheduled upgrade of Service at Licensee’s request; (vii) Malfunction of non-Sunesys equipment or systems; or (viii) “Off-Net Services”; provided, that Sunesys shall use commercially reasonable efforts to pass through, and provide to Licensee, any available and directly applicable credits received from third parties in connection with Service Outages affecting “Off-Net Services”.

---

185 Titus Avenue | Warrington, PA 18976 | tel | 888.35.FIBER | fax | 267.927.2099 | web | sunesys.com
Fiber Faster.
6. **Credit Claim Deadline.** Licensee must submit a written request to claim a credit allowance for a Service Outage or inadequate performance of Services within thirty (30) days after the service affecting incident. Failure to request an allowance within such period shall constitute a waiver of any claim for a credit.

7. **In no event shall the credit for a particular Service during a calendar month exceed the monthly MRC for that Service specified in the Service Order.**

**Escalation List:**

Trouble & Maintenance Escalation List

<table>
<thead>
<tr>
<th>Department</th>
<th>Title</th>
<th>Level</th>
<th>Name</th>
<th>Office #</th>
<th>Cell #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>NOC</td>
<td>1st Level</td>
<td>Network Operations Center</td>
<td>800-286-6664</td>
<td>N/A</td>
</tr>
<tr>
<td>Operations</td>
<td>National VP, Technical Operations</td>
<td>2nd Level</td>
<td>Mark Smith</td>
<td>267-927-2043</td>
<td>267-884-4333</td>
</tr>
<tr>
<td>Operations</td>
<td>District Manager, Lit Fiber</td>
<td>3rd Level</td>
<td>Trent Horvath</td>
<td>951-278-0400x3103</td>
<td>951-729-9751</td>
</tr>
<tr>
<td>Executive</td>
<td>Vice President</td>
<td>4th Level</td>
<td>Mike Sassano</td>
<td>267-927-2060</td>
<td>267-718-4836</td>
</tr>
<tr>
<td>Executive</td>
<td>President</td>
<td>5th Level</td>
<td>Larry Coleman</td>
<td>267-927-2000</td>
<td>267-718-1010</td>
</tr>
</tbody>
</table>
Attachment A: Summary: Annual Cost, before discounts, for High Speed Fiber Optic Network

Please provide 3-year and 5-year pricing scenarios:

Part 2A: 3-year pricing scenario

If the annual costs associated with each site is the same, complete Chart A:

<table>
<thead>
<tr>
<th>Annual Costs, Before E-Rate and CA Teleconnect Discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td>$20,030</td>
</tr>
</tbody>
</table>

*Pricing does not include taxes. Please see Part 2 for estimated taxes.

If the annual costs associated with each site varies, complete Chart B:

| LOCATION |
|----------|----------|----------|
| Rio del Mar Elementary (including Pre School) | | |
| Rio del Norte Elementary (including Pre School) | | |
| Rio del Valle Middle School | | |
| Rio Linda Elementary (including Head Start) | | |
| Rio Prado Elementary (including Head Start) | | |
| Rio Real Elementary | | |
| Rio Rosales Elementary (including Head Start) | | |
| Rio Vista Middle School | | |
| Rio School District Office | | |

Rio School District RFP - Fiber
**RIO SCHOOL DISTRICT**

**Part 1B: 5-year pricing scenario**

<table>
<thead>
<tr>
<th>Annual Costs, Before E-Rate and CA Teleconnect Discounts</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio School District - All schools &amp; District Office</td>
<td>$29,030</td>
<td>$12,100</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

*Pricing does not include taxes. Please see Part 2 for estimated taxes.*

If the annual costs associated with each site varies, complete Chart B:

<table>
<thead>
<tr>
<th>Chart B: Annual Costs, Before E-Rate and CA Teleconnect Discounts</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Elementary, including Pre-school</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Model Elementary, including Pre-school</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Needs/Middle School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Education/Secondary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Needs/Secondary materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Elementary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Elementary, including Pre-school</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Needs/Middle School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Education/Secondary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Needs/Secondary materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rio School District Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part 2:**

Estimated taxes and surcharges (Include detailed descriptions of any taxes and surcharges):

<table>
<thead>
<tr>
<th>Tax ID</th>
<th>Tax Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAE931</td>
<td>CA - Emergency Telecom Tax-911</td>
<td>0.000%</td>
</tr>
<tr>
<td>CAH82A</td>
<td>CA - (CHCP- A, B) High Cost Funds</td>
<td>0.350%</td>
</tr>
<tr>
<td>CAPUCA</td>
<td>CA - PUC Assessment</td>
<td>0.100%</td>
</tr>
<tr>
<td>CARELY</td>
<td>CA - (DDTP) Relay Svc &amp; Deaf Fund</td>
<td>0.500%</td>
</tr>
<tr>
<td>CASFPo</td>
<td>CA - (CASF) Advanced Svs</td>
<td>0.464%</td>
</tr>
<tr>
<td>CATPSO</td>
<td>CA - (CTF) Teleconnect Fund</td>
<td>1.080%</td>
</tr>
<tr>
<td>CAULTS</td>
<td>CA - (ULTS) Universal Lifeline Te</td>
<td>5.500%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>8.074%</td>
</tr>
</tbody>
</table>

Rio School District RFP - Fiber
SIGNED E-RATE TERMS AND CONDITIONS

E-rate Requirements

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjial/loss.fcc.gov/corecWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. Vendors or applicants cannot invoice USAC to obtain funding until on or after July 1 of the funding year.
f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with USAC: https://www.usac.org/sl/applicants/step07/invoice-check.aspx

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to 54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC's Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it. http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx
4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1
There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- **Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.**

- **The Category 1 service must depend on the installation of the infrastructure.**

- **The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.**

- **Vendors or applicants cannot invoice USAC to obtain funding until on or after July 1 of the funding year.**

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- **We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.**
For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATIONS

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of [Service Provider Name], hereby certify that I have read the E-rate Requirements, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: [Signature] Title: Vice President BMR
Phone Number: 724-946-2825 Email: john.fleming@crongascott.com
Agenda Item: 10.15. Network switch upgrade project - eRate contract

Speaker: Dr. Mike Vollmert, Director of Technology

Quick Summary / Abstract: As part of the Measure G project to upgrade the district network, staff is recommending awarding the contract for new switches to CDWG.

Rationale: Part of the technology upgrades through Measure G is to improve the District's network backbone from 1GB to 10GB. This upgrade will accommodate increased demands on the network from surveillance cameras and the new Voice Over IP phone system without compromising the bandwidth necessary for students, teachers and staff. It will also provide the needed extra capacity as demands by students and teachers for internet resources increase. The District released a Request for Proposal to install 10GB switches at all school sites. Eleven vendors submitted proposals, each of which was evaluated, as required by eRate, considering a number of factors including cost, experience with the K-12 education market, experience in surrounding school districts, and the degree to which the proposal met the District's needs. Based on this evaluation, staff is recommending that the contract for switches and related components be awarded to CDWG.

Financial Impact: $442,367.29, before eRate discounts. The District anticipates receiving eRate discounts of between 80% and 85% for this project.

Attachments:
CDWG Switch Proposal
Rio School District
Network Switches
E-Rate Year 19 – 2016-2017
1-25-2016
Digital Copy

CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
E-Rate SPIN # 143005588
Rio School District
2500 East Vineyard Avenue
Oxnard, CA 93036

January 25, 2016

RE: Network Switches

Dear Dr. Vollmer,

Rio School District is seeking a qualified vendor to provide network switches. CDW Government LLC (CDW-G), a leading provider of technology solutions to K-12 schools, is pleased to present this response for Form 470 # 160012419.

Our products are housed in our two state-of-the-art distribution centers, which are equipped to ensure that Rio School District receives network switches on schedule. Our strength is in servicing large numbers of customers with multiple orders, while adding valuable services. Here are a few of the reasons our customers return to us time and again:

- **Superior E-Rate Contract Support.** CDW-G understands the need for well-maintained contracts. Mark Ellis, CDW-G E-Rate Program Manager, will do what he does best: assist with the E-rate process and help facilitate the application and funding process.
- **Customer Account Center.** CDW-G provides around-the-clock access to customized online tools and resources that can be found on our award-winning website, CDWG.com.
- **Quick Availability.** With CDW-G, you receive efficient and timely order fulfillment; most of CDW-G’s in-stock, credit-released orders ship the same day the order is placed.
- **E-Rate Experience.** CDW-G has participated in the E-rate program since its inception in 1997. CDW-G’s E-rate SPIN number is 143005688, and FRN (FCC) Code is 0012123287. CDW-G holds Green Light status and prides itself on consistently maintaining this status.

If you have any questions concerning this proposal response, please contact Jon Gentile, Account Manager, at 818.254.1711 or jonagen@cdwg.com.

Sincerely,

Matt Flood

Supervisor – Proposals
FCC Form 470 Number 160012419
Funding Year 2016

Number:
Nickname: Rio Elementary SD 2016 470 C2#2
Sites: 17
Posted Date: 12/18/2015
Allowable Contract Date: 1/15/2016

Billed Entity Information

Billed Entity
Applicant: RIO ELEMENTARY SCHOOL DISTRICT
Billed Entity Number: 143812
Address: 2500 E VINEYARD AVENUE OXNARD, CA 93036
Phone: (805) 485-3111
Application Type: School district

Contact Information
Contact Name: Linda Smith
Address:
Phone: (888) 944-7798
E-mail: lsmith@csmcentral.com

Consultant Information
Consultant: Linda Smith
Consultant Employee: CSM Consulting Inc.
Address:
Phone: (909) 652-9104
E-mail: lsmith@csmcentral.com

Services

Category Two
• All addendum(s), questions and answers will be posted on the USAC 470 website. • NOTE that the service type ""Basic Maintenance of Internal Connections"" (BMIC) is only applicable with the

https://www.fundsforlearning.com/470/160012419[1/22/2016 1:45:30 PM]
Internal Connections solution proposed meeting the RFP requirements. The District is not soliciting separate bids for BMIC.

### Basic Maintenance of Internal Connections

<table>
<thead>
<tr>
<th>Function</th>
<th>Switches</th>
<th>Entities: 16</th>
<th>Installation and Initial Configuration?</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td>Meraki</td>
<td>Quantity: 78</td>
<td>Maintenance and Technical Support?</td>
<td>N</td>
</tr>
<tr>
<td>Minimum Capacity</td>
<td>Unit:</td>
<td>Each</td>
<td>Associated RFPs:</td>
<td>Yes</td>
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<tr>
<td>Maximum Capacity</td>
<td></td>
<td></td>
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</table>

### Internal Connections

<table>
<thead>
<tr>
<th>Function</th>
<th>Switches</th>
<th>Entities: 0</th>
<th>Installation and Initial Configuration?</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td>Meraki or equivalent</td>
<td>Quantity: 78</td>
<td>Maintenance and Technical Support?</td>
<td>N</td>
</tr>
<tr>
<td>Minimum Capacity</td>
<td>Unit:</td>
<td>Each</td>
<td>Associated RFPs:</td>
<td>Yes</td>
</tr>
<tr>
<td>Maximum Capacity</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### RFPs

- [RIO E-rate Requirements 2016.102715.pdf](#)
- [RIO Network Switches RFP#2 2016 v12-18-15 B.pdf](#)

### Technical Information

#### State and Local Procurement Restrictions

- Applicant may consider multi-year and/or contracts with voluntary extensions. Any voluntary contract extensions must be identified within the awarded contract and must be of a specified number and duration. Contracts with automatic or evergreen contract extension terms will not be considered. Applicant may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth.

### Certifications & Signatures

I certify that the applicant includes:

- I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding $50 million.

https://www.fundsflearning.com/470/160012419[1/22/2016 1:45:30 PM]
Other Certifications

☐ I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

☐ I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

☐ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

☐ I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission’s rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

☐ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

Authorized Person

Name: Mike Vollmert
Title: Director of Technology
Address: 2500 E VINEYARD AVENUE
          OXNARD, CA 93036

https://www.fundsforlearning.com/470/160012419[1/22/2016 1:45:30 PM]
Phone: (805) 485-3111
Fax:
E-mail: myvollmer@rioschools.org
Employer: RIO ELEMENTARY SCHOOL DISTRICT

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Pricing Section

Following this page is the pricing and Statement of Work with the accompanying Purchase Agreement for E-Rate Customers.
CDW Government LLC
Purchase Agreement for E-Rate Customers
Bill of Materials
Contract #19445
Spla #143065588
FCC Registration #80012123287

This Purchase Agreement for E-rate Customers (this “Agreement”) dated as of the date executed by CDW Government LLC (the “Effective Date”) is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 (“Seller”), and RIO SCHOOL DISTRICT, a non-profit school or library eligible for Universal Service funding, with offices at 2500 E VINEYARD AVE, OX NARD, CA 93036 (“Customer”).

Definitions:
As used in the Agreement, the following terms shall have the meanings set forth below:

“E-Rate” – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide twenty to eighty-five percent (20%-85%) discounts to schools and libraries for eligible products and services.

“E-Rate Eligible Products” or “Products” – Products which include but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

“E-Rate Customer” or “Customer” – A non-profit school or library eligible for The Schools and Libraries Program of the Universal FUND, applying for an E-Rate discount on E-Rate Eligible Products.

“Program” - The Schools and Libraries Program of the Universal Service Fund, commonly known as “E-Rate,” that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission (“FCC”), and that provides discounts to assist most United States schools and libraries to obtain affordable telecommunications and Internet access.

“SLD” – Schools and Libraries Division, a not-for-profit organization, established by the FCC, to administer the Program for schools and libraries.

“Funding Year” – The specific calendar period, as defined by the SLD, during which the Customer is approved for funding or discounts on E-Rate Eligible Products.

1. TERMS AND CONDITIONS
All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions on CDW-G’s website at http://www.cdwg.com/content/terms-conditions/product-sales.asp (the “Product Sales Terms and Conditions”), unless explicitly superseded herein.

2. PURCHASE AUTHORIZATIONS
A. E-Rate Status
Customer represents and warrants that it qualifies as eligible under the Program in order to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. This Agreement is contingent upon evidence of award of E-Rate funding and Customer board approval, if applicable.

B. E-Rate Purchases
Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible for E-Rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. Form 486 shall be approved by SLD prior to order placement. The Form 486 informs SLD when the Customer and/or the eligible entity that Customer represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive the invoice.

3. ORDERING AND ASSISTANCE
A. Ordering
Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager
B. Required Information
All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLD owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order
Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer’s purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. FOR THOSE PRODUCTS CHANGE AND THAT CHANGE OCCURS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE IF AVAILABLE, UPON SLD’S APPROVAL REGARDING PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS
A. Price
The Price shall be as stated by Seller’s Account Manager in the Product quotation attached hereto as Exhibit I. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer must choose one)
1. Form 474 Service Provider Invoice (SPI) Method
Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method
Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller’s opinion, Customer’s financial condition, previous payment record, or the nature of Customer’s relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% OF THE PRODUCT PRICE IN THE EVENT THAT CUSTOMER PLACES AN ORDER FOR PRODUCTS FOR WHICH SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNTED AMOUNT FOR SUCH PRODUCTS. IF SLD DISALLOWS CUSTOMER’S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE THE ORDER FOR PRODUCTS.

Customers that choose to order E-Rate Eligible Products prior to July 1 shall be required to use the BEAR Method.

5. NON-ASSIGNABILITY AGREEMENT
Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller’s advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT
The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of
funds, then Seller may immediately cease performance. However, the Customer shall still be liable for any Products that Seller has shipped in addition to any support for which Customer has subscribed and/or purchased prior to Seller’s receipt of the Termination Notice. Customer will also pay Seller for any out-of-pocket costs resulting from any such termination.

The term of this Agreement may be renewed at any time upon the mutual signature by Seller and Customer. The renewal shall be based on an extension of funding from the SLD.

7. NOTICES
All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

RIO SCHOOL DISTRICT
2500 E VINEYARD AVE
OXNARD, CA 93036

8. GENERAL
If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW
This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Lake County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION
All documents related to this Agreement will be kept on file by both Parties for 10 years after the project completion in accordance with the rules of the SLD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for Funding Year 19 (2016) which begins July 1, 2016 and extends until June 30, 2017.

CDW Government LLC

(Authorized Signature)

Amanda Ewertowski

Printed Name

Title: Sr. Program Manager

Date:

Customer

(Authorized Signature)

Printed Name

Title:

Date:
EXHIBIT I
Quote
<table>
<thead>
<tr>
<th>Cisco Meraki Product, or equivalent</th>
<th>Description of Equipment</th>
<th>QTY</th>
<th>Cisco Equipment (Y/N)</th>
<th>Support/Warranty Length</th>
<th>Price/Unit</th>
<th>Total Price</th>
<th>Equipment E-rate Eligibility %</th>
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<tbody>
<tr>
<td>MS320-24P-HW</td>
<td>Meraki MS320 Cloud Managed 24P</td>
<td>45</td>
<td>Y</td>
<td>Lifetime HW warranty, 5Y Support</td>
<td>$2,261.14</td>
<td>$101,751.30</td>
<td>100%</td>
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<td>LIC-MS320-24P-5YR</td>
<td>Meraki MS320-24P Enterprise License</td>
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<td>MS320-48FP-HW</td>
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<tr>
<td>SFP-10G-LRM=</td>
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<td>Lifetime HW warranty</td>
<td>$452.23</td>
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<td>N424-01M</td>
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Total Cost Before Tax: $402,189.27
Cost for Shipping/Handling: $3,524.93
Sales Tax: $29,468.09
Total Cost: $435,182.29
Total Cost Including Services: $442,367.29
# Bill of Materials - Rio Schools

Created By Brian Woliat and Steve Mulderink

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<tr>
<th>Mfg Part #</th>
<th>Product Description</th>
<th>Quantity</th>
<th>List Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
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<td>Preliminary US GPL - Meraki MS320 Cloud Managed 24 P</td>
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<td>SFP-10G-LRM=</td>
<td>10GBASE-LRM SFP Module</td>
<td>8</td>
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<td>$995.00</td>
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|                         |                                                           |          |                 |                |
| Subtotal                 |                                                           |          |                 | $402,189.27    |

| Installation            |                                                           |          |                 |                |
| Rack/Stack of Meraki Switching per Attached SOW | 1          | N/A        | $6,885.00      |
| Rack/Stack of Add'l Three Meraki Switches       | 1          | N/A        | $300.00        |

Subtotal: $7,185.00

*This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at [http://www.cdw.com/content/terms-conditions/product-sales.asp](http://www.cdw.com/content/terms-conditions/product-sales.asp). For more information, contact a CDW account manager.*
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<td>Electronic distribution - NO MEDIA</td>
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<td>2070272</td>
<td>CISCO DIRECT SFP-10G-LRM=</td>
<td>452.23</td>
<td>3,617.84</td>
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<td>150</td>
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<tr>
<td>2</td>
<td>3364140</td>
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<tr>
<td>1</td>
<td>3573044</td>
<td>INSTALL-NEW SITE</td>
<td>6,885.00</td>
<td>6,885.00</td>
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<tr>
<td></td>
<td></td>
<td>Rack/Stack of Meraki Switching per Attached SOW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>3573044</td>
<td>INSTALL-NEW SITE</td>
<td>300.00</td>
<td>300.00</td>
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<tr>
<td></td>
<td></td>
<td>Rack/Stack of Additional Three Meraki Switches to be completed per description of Attached SOW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>Freight</td>
<td>Tax</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>---------</td>
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<td>409,374.27</td>
<td>3,524.93</td>
<td>29,468.09</td>
<td>442,367.29</td>
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</tbody>
</table>

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Fax: 312.705.9133

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.
STATEMENT OF WORK

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Switch Rack and Stack</th>
<th>Seller Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name:</td>
<td>Rio School District (CA)</td>
<td>Charleen Chu</td>
</tr>
<tr>
<td>CDW Affiliate:</td>
<td>CDW Government LLC</td>
<td>866.339.5678</td>
</tr>
<tr>
<td>SOW Created Date:</td>
<td>December 1, 2015</td>
<td><a href="mailto:charchu@cdwg.com">charchu@cdwg.com</a></td>
</tr>
<tr>
<td>Version:</td>
<td>1</td>
<td>Solution Architect:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chris Shafer</td>
</tr>
</tbody>
</table>

This statement of work ("Statement of Work" or "SOW") is made and entered into on the date signed by both parties (the "SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we") and Rio School District (CA) ("Customer" and "you").

PROJECT DESCRIPTION

PROJECT SCOPE

Provider will work with Customer to perform the following services.

- Install, rack, and stack switches
- Remove switches from boxes and discard trash

CUSTOMERS RESPONSIBILITIES

1. Have all products at the warehouse prior to Provider’s arrival onsite.

PROJECT ASSUMPTIONS

1. Provider assumes this project will take one (1) day to complete.
2. This is a fixed fee project; time and materials will not be billed.

OUT OF SCOPE

1. Configuring any new or existing switches.
2. Running any cabling.
3. Installing any APs.
4. Removing any existing equipment.
5. Performing any cable management.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.
TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller’s performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees hereunder are fixed fees, meaning that the amount invoiced for the Services will be $6,885.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

<table>
<thead>
<tr>
<th>Project Milestones</th>
<th>Percentage</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Work</td>
<td>100%</td>
<td>$6,885.00</td>
</tr>
<tr>
<td>Totals</td>
<td>100%</td>
<td>$6,885.00</td>
</tr>
</tbody>
</table>

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services ("Customer Components").

2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.

3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.

4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.

5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.

6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.
SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party’s point of contact (“Contact Person”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties’ Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer’s receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“Change Order”).

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller’s “Terms and Conditions of Product Sales and Service Projects”, accessed via the “Terms & Conditions” link at www.cdwg.com (the “Agreement”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.
SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: ______________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Mailing Address:
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Beth Wilcox

Rio School District (CA)

By: ______________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Mailing Address:
Street: ____________________________
City/ST/ZIP: ________________________

Billing Contact (If different than above):
Street: ____________________________
City/ST/ZIP: ________________________
EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 2 – Customer-Designated Locations

<table>
<thead>
<tr>
<th>Location(s)</th>
<th>Service(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio School District</td>
<td>□ Assessment</td>
</tr>
<tr>
<td></td>
<td>□ Configuration</td>
</tr>
<tr>
<td></td>
<td>□ Design</td>
</tr>
<tr>
<td>2590 E Vineyard Ave Oxnard, CA 93036</td>
<td>□ Implementation</td>
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<tr>
<td></td>
<td>□ Knowledge Transfer</td>
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<tr>
<td></td>
<td>□ Project Management</td>
</tr>
<tr>
<td></td>
<td>□ Staff Augmentation</td>
</tr>
<tr>
<td></td>
<td>□ Support</td>
</tr>
<tr>
<td></td>
<td>□ Training</td>
</tr>
<tr>
<td></td>
<td>✓ Custom Work</td>
</tr>
</tbody>
</table>
FCC FRN E-Rate Display System Status

The above screen shot is from February 2015, as of this submission date we have not updated the image, but CDWG remains in Green Light Status. Upon request, CDWG can provide an updated screenshot.

Spin #143005588
FCC Registration #0012123287
Account Team

Jon Gentile
Account Manager
Phone: 818.254.1711
Email: jonagen@cdwg.com

Russell Keene
Sales Manager
Phone: 312.705.9019
Email: russkee@cdwg.com

Joe Simone
Director - Area Sales
Phone: 203.851.7082
Email: joe@cdw.com

Mark Ellis
ERATE Program Manager
Direct Phone: 732.982.0390
Email: markeli@cdwg.com

Amanda Ewertowski
Sr. Program Manager
Direct Phone: 312.705.3340
Email: amanda.ewertowski@cdw.com

Tara Barbieri
Director-Program Sales
Direct Phone: 203.851.7044
Email: tara.barbieri@cdw.com
ERATE Order Process

1. ORDERING
   Purchase orders should be submitted directly to Seller at the following address or fax number: CDW Government LLC
   Attn: E-Rate Sales K-12
   230 N. Milwaukee Ave.
   Vernon Hills, IL 60061
   Phone: 800.328.4239
   Facsimile: Please fax Purchase Orders to your Account Manager, see ‘Account Team’ section.

2. REQUIRED INFORMATION
   All orders must include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLD owes (if applicable); 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

3. ASSISTANCE WITH ORDER
   Customer may call 1.800.328.4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer’s purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS
   A. Price
      Price shall be as stated in the quotation attached hereto as Exhibit I by Seller’s Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

   B. Payment Terms (Customer must choose one)
      1. Form 474 Service Provider Invoice (SPI) Method
         Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

      2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method
         Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.
All payments for both methods shall be submitted to the address presented below:

CDW-G
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.
CDWG Company Overview

CDW is a Fortune 500 company and a leading provider of integrated information technology ("IT") solutions in the U.S. and Canada. We help our customer base of more than 250,000 small, medium and large business, government, education and healthcare customers by delivering critical solutions to their increasingly complex IT needs. Our broad array of offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. Our product portfolio includes more than 100,000 products from more than 1,000 brands. We provide these solutions through a large and experienced sales force and service delivery team consisting of more than 4,300 coworkers, including nearly 1,400 highly skilled technology specialists and engineers.

We are a leading U.S. sales channel partner for many original equipment manufacturers ("OEMs") and software publishers (collectively, our "vendor partners"), whose products we include in our offerings. We believe we are an important extension of our vendor partners’ sales and marketing capabilities, providing them with a cost-effective way to reach customers and maintain a consistent brand experience through our established end-market coverage and extensive customer access. In 2014, we generated over $1 billion of revenue for three of our vendor partners and over $100 million of revenue for an additional 12 of our vendor partners. Our annual net sales for 2014 were $12.07 billion.

We provide value to our customers by simplifying the complexities of technology across design, selection, procurement, integration and management. Our goal is to have our customers, regardless of size, view us as an indispensable extension of their IT staffs. We seek to achieve this goal by providing our customers with superior service through our large and experienced sales force and service delivery teams. Our multi-brand offering approach, which is not limited to any particular brand or product technology, enables us to identify the products or combination of products that best address each customer’s specific organizational IT requirements.

Our customers include private sector businesses that typically employ fewer than 5,000 employees, government agencies and educational and healthcare institutions. We serve our customers through service delivery teams and channel-specific sales teams with extensive technical skills and knowledge of the specific markets they serve. This market segmentation allows us to customize our offerings for our customers, which often do not have the expertise or resources to effectively evaluate and to optimally implement IT solutions. We currently have five dedicated customer channels—small business, medium/large business, government, education and healthcare—which generated over $12.07 billion in net sales in 2014. The scale and diversity of our customer channels provides us with multiple avenues for growth and a balanced customer base to weather economic and technology cycles.
Corporate Structure
CDW Government LLC is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Holdings LLC. CDW Holdings LLC is owned by CDW Corporation, which is a publically traded entity under NASDAQ, ticker symbol “CDW”.

Rapid Growth
CDW was founded in 1984 as a home-based business. As of February 2015, CDW employed approximately 7,200 coworkers. Sales for the past four years are shown in the chart below.

<table>
<thead>
<tr>
<th>Year</th>
<th>CDW Sales (in billions)</th>
<th>Percentage Increase from prior year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$12.07</td>
<td>12.1%</td>
</tr>
<tr>
<td>2013</td>
<td>$10.8</td>
<td>8.3%</td>
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<td>2012</td>
<td>$10.1</td>
<td>9.5%</td>
</tr>
<tr>
<td>2011</td>
<td>$9.60</td>
<td>9.1%</td>
</tr>
</tbody>
</table>

Additional documentation may be viewed through the Financial Information page of CDWG.com or at the following link: [http://investor.cdw.com/financials.cfm](http://investor.cdw.com/financials.cfm).

We attribute our tremendous growth to our strong strategic partnerships, large, on-site inventories, on-line procurement management tool, efficient operations, technical expertise and commitment to each of our customers. CDW’s past annual reports and other financial releases can be found online at cdw.com.
Client References

List at least 3 clients (preferably school districts) for which the Vendor has provided equipment during the past three years.

McFarland Unified School District  
David Lopez, Director of IT  
661.792.6257  
dalopez@zeus.kern.org  
601 2nd Street, McFarland, CA 93250-1121

Completed an E-Rate project for Meraki switching, security and wireless equipment including cabling, physical installation, configuration and validation.

Conejo Valley Unified School District  
Jerome Staszewski, Director Technology Services  
805.557.8435 x 601  
jstaszewski@conejousd.org  
1400 East Janss Road, Thousand Oaks, CA 91362-2198

Completed an E-Rate project for Juniper switching which we staged, kitted, palletized per site and asset tagged, and provided additional reporting upon in our Las Vegas Distribution Center before sending to CVUSD.

Visalia Unified School District  
Chuck Boone – CTO  
559.730.7884  
cboone@visud.org  
5000 West Cypress Avenue, Visalia, CA 93277-8300

Completed a districtwide HP networking and wireless solution including the implementation.
E-Rate Requirements Document

As requested, we have included a signed copy of the E-Rate Requirements document.
E-rate Requirements

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on Internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:

https://www.usac.org/sld/service-providers/step01/default.aspx

b. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:

https://fjallfoss.fcc.gov/coresWeb/publicHome.do

c. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html

d. Products and services must be delivered before billing can commence. Vendors or applicants cannot invoice USAC to obtain funding until on or after July 1 of the funding year.
f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with USAC:  

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC’s website:  
http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC’s Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.  
4) **STARTING SERVICES/ADVANCE INSTALLATION**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

**EARLY FUNDING CONDITIONS**

**Category 1**
There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *Vendors or applicants cannot invoice USAC to obtain funding until on or after July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

**Category 2**
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) **INVOICING**

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) **FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATIONS**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

_Signature_
Larissa O. Newman
Name

_Capture Manager_
Title

_1-21-2016_
Date
Certifications

CDW is an authorized Cisco Meraki reseller; we were named Cisco's Global Partner of the Year. Our partnerships are described on the following pages.
IT'S WHO YOU KNOW: CDW + CISCO NETWORKING

WHEN IT COMES TO NETWORKING, IT'S NOT JUST WHAT YOU KNOW. IT'S WHO YOU KNOW.
That's why we partner with industry leaders like Cisco. With technologies spanning the entire networking spectrum, Cisco's Borderless Networks help organizations connect seamlessly and securely. And with years of experience in Cisco deployments, CDW has the experts and the expertise to make them work for you. Together, we deliver 100% tailored solutions that help our customers optimize their networks while bringing their organizations up to speed.

CISCO GETS NETWORKING.

A NETWORK WITHOUT BOUNDS
The Cisco Borderless Network Architecture allows organizations to connect seamlessly and securely across wired and wireless networks — any time, anywhere, on any device — with a variety of routing and switching technologies:
- Cisco Works LAN Management Solution (LMS)
- Cisco Prime infrastructure
- Cisco Prime Network Analysis Module (NAM)
- Cisco Prime Network Control System (NCS)

SECURE MOBILE ACCESS
Cisco Borderless Networks help protect against mobile security risks with a policy-based architecture, which gives IT the power to centrally control client access both on- and off-premises, plus mobile security technologies like:
- Cisco Identity Services Engine (ISE) policy-based authentication
- Cisco TrustSec for secure access
- Cisco AnyConnect for device security

APPLICATION OPTIMIZATION AND MANAGEMENT
Cisco Borderless Networks deliver unified access and improve performance of mission-critical applications like voice and video using technologies that include:
- Cisco Prime Collaboration Manager
- Cisco Wide Area Application Services
- Cisco Application Velocity
- Cisco Wireless and WAN Controllers
- Prime Network Management Applications
- Wide Area Application Services (WAAS)

THE CISCO BORDERLESS NETWORK INFRASTRUCTURE INCLUDES:
- Catalyst Series Switches
- Nexus Series Switches
- ASA Series Adaptive Security Appliances
- Aggregated Services Routers
- Integrated Services Routers
- Aironet Access Points

CDW GETS CISCO.
WE'RE THEIR GLOBAL PARTNER OF THE YEAR.

THE PEOPLE
CDW holds all available Cisco Master Specializations: Cloud Builder, Managed Services, Security and Unified Communications. Along with your dedicated account manager, our experts can help find the right Cisco networking technologies for you:
- Professional Services:
  - 500 engineers and project managers
- Managed Services:
  - 150 engineers and project managers
  - 916 Cisco Certified Sales Experts
  - 72 highly trained solution architects
  - 28 Cisco product protection team members
  - Six Cisco product specialists

THE PRODUCTS
As a Cisco Gold Certified Partner, we have access to Cisco's entire line of networking products, including Cisco Borderless Network solutions. But that’s not all.
- As a member of Cisco's Early Field Trial program, we enjoy privileged access to new and emerging products, giving us firsthand familiarity before products go to market.
- CDW’s Technology Experience Center (TEC) integrates the latest Cisco solutions to see how they can help you achieve your goals.

How much can Cisco networking save you? Find out at CDW.com/CiscoNetROI

THE PLAN
Our strong Cisco partnership and extensive expertise allow us to provide rapid custom solution deployments along with managed services and full lifecycle support.

Full Lifecycle Support:
We can assist you at each and every turn, like pre-sales consultation and assessment, design, configuration, planning, deployment and ongoing support.

Managed Services:
We offer our customers on- and off-premises management and monitoring of their network infrastructure components.

OUR STRENGTH IN NUMBERS:

270+ Cisco Certified Network/ Data Associates (CCNAs/DAAs)

180+ Cisco Certified Network/ Data/Voice Professionals (CCNP/DS/VPs)

50+ Cisco Certified Internetwork Experts (CCIE)
The most prestigious networking certification in the industry
CDW and Cisco are a winning team.

**AWARDS**
- CDW received the following awards at the Cisco Partner Summit 2013:
  - Global Partner of the Year – Commercial
  - Higher Education Partner of the Year
  - US/Canada Central Area Partner of the Year
  - Americas Strategic and Transformational Partner Organization - Architectural Excellence – Data Center
  - Americas Partner of the Year – US
  - SMB Partner of the Year – Canada
  - US/Canada Central Area Cisco Capital Partner of the Year
  - US/Canada South Area Outstanding Solutions Partner

**MANAGED SERVICES**
- Cisco Powered Managed Contact Center, Data Center, Unified Communications, Mobile Communications and Security

**OTHER AUTHORIZATIONS**
- Vblock™ Qualified Partner (Vblock 0.1)
- ATP – Cisco TelePresence Video Master
- ATP – Customer Voice Portal
- ATP – Data Center Unified Computing
- ATP – Identity Services Engine
- ATP – Unified Contact Center Enterprise

**CERTIFICATIONS**
- Cisco Master Cloud Builder Specialization
- Cisco Master Security Specialization
- Cisco Master Unified Communications Specialization
- Cisco Managed Services Master
- Cisco Advanced Collaboration Architecture Specialization
- Cisco Advanced Borderless Network Architecture Specialization
- Cisco Advanced Data Center Architecture Specialization
- Cisco Advanced Content Security Specialization
- Cisco Advanced Routing and Switching Specialization
- Cisco Advanced Unified Communications Specialization
- Cisco Advanced Security Specialization
- Cisco Advanced Unified Computing Technology Specialization
- Cisco Advanced Unified Fabric Technology Specialization
- Cisco Advanced Wireless LAN Specialization
- Cisco Small Business Specialization

**CLOUD PARTNER**
- Cloud Builder – Infrastructure, Management and Services
- Cloud Provider – Cisco Powered Cloud Service for HCS

**CASE STUDY: A Wireless Network Upgrade**
A school district wanted to connect 2,100 students to the network via notebook while implementing and supporting a VoIP system at each of its seven schools. CDW helped them overhaul their wired and wireless network infrastructure. We successfully installed and deployed 380 VoIP phones, 356 wireless access points and 150 switches — all on Cisco devices — for a smarter network that really made the grade.

How can you improve your network? Contact your account manager to schedule an appointment with a networking solution architect.
1/8/15

To Whom It May Concern,

This letter is to certify that CDW Government LLC (CDW•G) is a Cisco Gold authorized reseller. As a result, CDW•G is authorized to resell Cisco products and services to education, healthcare, state/local, and federal customers throughout the United States.

Please contact me directly if there is any additional information required to support CDW•G’s response to your RFP.

Sincerely,

Annette Parker
Partner Executive
Cisco Systems
847.778.8781
annparke@cisco.com
September 23, 2015

To Whom It May Concern:

This letter confirms that CDW is an authorized Cisco Meraki reseller.

Sincerely,

[Signature]

Peter Atkin
Vice President of Worldwide Channels, Cisco Meraki
Tripp Lite Datasheet

A data sheet follows for the proposed Tripp Lite 1M (3-ft.) Fiber Optic Mode Conditioning Patch Cable (SC/LC).
1M (3-ft.) Fiber Optic Mode Conditioning Patch Cable (SC/LC)

MODEL NUMBER: N424-01M

Description

Tripp Lite Mode Conditioning Cables are designed for use in Gigabit Ethernet 1000BASE-LX applications. They are fully compliant with IEEE 802.3z application standards. Mode Conditioning Cables are needed in applications where new high-speed Gigabit 1000BASE-LX routers and switches are being deployed into existing multimode plants. The need for this patch cord is due to the single-mode launch nature of the -LX or long-wave (1300 nm) transceiver modules used for Gigabit Ethernet. Launching a single-mode laser into the center of a multimode fiber can cause multiple signals to be generated that confuses the receiver at the other end of the fiber. These multiple signals, caused by Differential Mode Delay (DMD) effects, severely limit the cable distance lengths for operating Gigabit Ethernet. A mode conditioning patch cord eliminates these multiple signals by allowing the single-mode launch to be offset away from the center of a multimode fiber.

Features

- Use Singlemode Transceivers on Multimode Fiber Backbones
- 62.5/125 and 8.3/125
- Offsets the Singlemode Laser launch from the center of a Multimode fiber
- Available in a variety of connector combinations

Specifications

<table>
<thead>
<tr>
<th>OVERVIEW</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Intended Application</td>
<td>Computer Networking (Fiber)</td>
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<tr>
<td>Cable Type</td>
<td>MODE CONDITIONING FIBER OPTIC</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>INPUT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Length (m)</td>
<td>1</td>
</tr>
</tbody>
</table>
## UPC ASSIGNMENT

| Unit Carton UPC#     | 037332131645 |

## PHYSICAL

| Color            | Orange & Yellow |
| Style            | Fiber Optic    |

## CONNECTIONS

| Connector A  | ![Connector A Diagram] LC |
| Connector B  | ![Connector B Diagram] SC |
| Number of Connectors | 4         |

## WARRANTY

| Product Warranty Period (Worldwide) | Lifetime limited warranty |

## Related Items

### Optional Products

<table>
<thead>
<tr>
<th>Model Number</th>
<th>Description</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>N422-01M</td>
<td>1M (3-ft.) Fiber Optic Mode Conditioning Patch Cable (ST/SC)</td>
<td>1</td>
</tr>
</tbody>
</table>

More information, including related products, owner's manuals, and additional technical specifications, can be found online at:

http://www.triplite.com/sku/N424-01M.

© 2014 Tripp Lite. All rights reserved. All trademarks are the sole property of their respective owners. Tripp Lite has a policy of continuous improvement. Specifications are subject to change without notice. Photos may differ slightly from final products.
Agenda Item:  10.16. Change Order for Hughes General Engineering for additional work done at Rio Real to have ADA Access/PC Ramps installed.

Speaker:  Kristen Pifko

Quick Summary / Abstract:

Rationale:  On November 18, 2015 a contract to install PC Ramps and sitework including installation of AC pad and landing was awarded to Hughes Engineering.

In the course of performing the above work, the following additional scope was identified:

Curb and gutter work needed at North Side $1,430.03

Concrete work $2,104.17

Dirt removal around modular $ 850.00

Financial Impact:  Additional Cost: $4,384.20

Funding Source:  Measure G Bond Funds

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

January 19, 2016

Subject: Measure "G" Bond Project (Rio Real ADA Access/ PC Ramps)
Rio School District
Oxnard, CA

Re: Project 15-0040G-1 Rio Real ADA Access/ PC Ramps.
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Mrs. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completions for work related to RSD Project 15-0040G-1 Rio Real ADA Access/ PC Ramps. All contract installation requirements have been satisfied by Hughes General Engineering, Inc. The final contract amount is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hughes General Engineering, Inc Base Agreement</td>
<td>$ 56,057.00</td>
</tr>
<tr>
<td>Change Order # 15-0040G-1</td>
<td>$ 4,384.20</td>
</tr>
<tr>
<td><strong>FINAL Cost</strong></td>
<td><strong>$ 60,441.20</strong></td>
</tr>
</tbody>
</table>

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

Respectfully,

[Signature]
Keith Henderson
Senior Project Manager
Balfour Beatty Construction, Inc

cc: Kristen Pifko, RSD
Dennis Kuykendall, Balfour Beatty Construction
Sophia Limon, Balfour Beatty Construction
File
Agenda Item:  
10.17. Approve the change order proposed by Kruger Bensen Ziemer Architects, Inc. for additional work to be performed on the Rio Lindo Kitchen Replacement.

Speaker:  
Kristen Piifko

Quick Summary / Abstract:

Rationale:
During our walkthroughs of the Rio Lindo multi purpose room and kitchen area, it was discovered that the heating and ventilating system in Building A is no longer functional. Therefore, additional heating and ventilating system work in Building A is needed which includes replacing the existing heating infrastructure for the entirety of Building A.

Financial Impact:  
An additional amount of $26,300.00

Funding Source: Measure G Bond Funds

Recommended Motion:  
Staff recommends approval.

Attachments:  
KBZ Change Order
13 January 2016

Rio Elementary School District
Attn. Kristen Pifko, Ass't. Superintendent
2500 E. Esplanade Dr, Suite 100
Oxnard, CA 93036

Re: Rio Lindo Kitchen Replacement – Additional Services #2, for HVAC

Dear Ms. Pifko,

As the result of discussions with Balfour Beatty and the site, it has become apparent that the heating and ventilating system in Building A is no longer functional, and the replacement of which should be incorporated into the “Kitchen” project. It is our pleasure to provide this proposal for professional services to address the increased scope:

- Replace the existing heating infrastructure for the entirety of Building A. The existing equipment to be demolished includes a large multi-zone furnace that serves the majority of Building A, and a small upright furnace that serves the faculty restrooms and the workroom/offices on the north side of the building.
- Design of new heating/cooling equipment to serve all spaces in Building A. This may be a similar large central unit, or several smaller ones. VRF units as well as package units will be explored as potential solutions.
- Energy compliance calculations and documentation (a.k.a. “Title 24”) will be performed. Due to the new addition of cooling, improvements to the building envelope may be required, such as roof and/or wall insulation.
- Replacement of ductwork to accommodate new sizes and insulation required by the addition of cooling to the system. This will entail demo & reconstruction/reconfiguration of existing ceilings and soffits to access the ductwork and accommodate the new, larger ducts. Exposed ductwork will also be explored as a potential solution.
- Structural analysis will be required by DSA to show anchorage and support of new HVAC units, ceiling/soffit (re-)construction, and duct suspension.
- Design and documentation of a new Energy Management System (EMS) that will allow for control of the new system and the spaces it serves, as well as the potential for future connection to a District-wide EMS system.

Proposed Additional Services Fees for the above scope:

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Structural</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Mech/Plumbing</td>
<td>$12,800.00</td>
</tr>
<tr>
<td>Electrical</td>
<td>$4,500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$26,300.00</strong></td>
</tr>
</tbody>
</table>

Existing Purchase Order (#G16-00012) Amount: $86,600.00 for Original Contract
Existing Purchase Order (#G16-00107) Amount: $33,600.00 for Add’l. Services #1

Proposed Additional Services above (#2): $26,300.00

New Total Amount for Project: $146,500.00

It is our understanding that the above scope will be added to the current Kitchen project, keeping it as a single project for DSA Approval, bidding, and construction using the traditional design-bid-build delivery method. We will change the title of the project to “Rio Lindo Elem. Building A Renovation” to more accurately reflect the total scope.

KRIUGER BENSEN ZIEIMER ARCHITECTS, INC.
199 FIGUEROA STREET, SUITE 100A, VENTURA, CA 93001 PHONE 805 850.1033 WWW.KBZARCH.COM
Page 1 of 2
If the District finds this proposal acceptable, please sign the proposal below to serve as the letter of intent and return to our office. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,

[Signature]

Todd A Jaspersen AIA, LEED AP
Principal Architect
California License #C25839

Agreed:

______________________________
Signature

______________________________
Printed name

______________________________
Date

Speaker: Kristen Pifko, Assistant Supt. Business Services

Quick Summary / Abstract:

Rationale: An Initial Study which includes a CEQA review and/or Environmental Studies report was conducted for the new K-8 STEAM School project. The findings/determinations related to Hazardous Materials/Air Emissions for the proposed site, explained in Resolution No. 1516/17, require board approval.

Financial Impact: None

Recommended Motion: Staff recommends approval.

Attachments: Resolution No. 1516/17
RIO ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 1516/17
A RESOLUTION OF THE RIO ELEMENTARY SCHOOL DISTRICT BOARD OF TRUSTEES TO APPROVE WRITTEN FINDINGS/DETERMINATIONS RELATED TO HAZARDOUS MATERIALS/AIR EMISSIONS FOR THE PROPOSED K-8 ELEMENTARY SCHOOL SITE

WHEREAS, the Rio Elementary School District (District) has determined that the proposed K-8 Elementary School Site located at North Ventura Road and Forest Park Boulevard is needed to construct the proposed new K-8 STEAM School project.

WHEREAS, the District has determined that said property is in compliance with the California Department of Education, Office of Public School Construction, and State Allocation Board rules and regulations regarding school site acquisition and related school construction, and

WHEREAS, in the event any of the above mentioned agencies request additional requirements, the District shall respond accordingly, and

WHEREAS, the District further resolves that per Education Code Section 17213 and/or Public Resources Code Section 21151.8(a)(1), and based upon information and special studies included in the Initial Study, CEQA review and/or Environmental Studies conducted for the new K-8 STEAM School project, the Board hereby determines that the school site:

a. Is not the site of a current or former hazardous waste disposal or solid waste disposal site, and
b. Is not a hazardous substance release site identified by the Department of Toxic Substances Control in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code, and
c. Is not a site that contains one or more pipelines, situated underground or aboveground, that carries hazardous substances, acutely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line which is used only to supply natural gas to that school or neighborhood or other nearby schools, and
d. Is not within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor as defined in Education Code Section 17213(d)(9) and Public Resources Code 21151.8(c)(9).

WHEREAS, per Education Code Section 17213(b), (c), and (d) and/or Public Resources Code Section 21151.8(a)(2) and (3), the Air Pollution Control District was notified in writing and consulted by the District Environmental Consultants, with regard to identifying both permitted and non-permitted facilities within one quarter mile of the new K-8 STEAM
School project which might be reasonably anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste.

The Board hereby finds that the above-mentioned consultation identified that facilities or other pollution sources as specified in Education Code Section 17213 and Public Resources Code Section 21151.8 according to information reviewed by the District do not exist within one quarter mile of the proposed school site.

We hereby certify that the foregoing RESOLUTION was duly passed and adopted by the Rio Elementary School District Board of Trustees at a regularly scheduled meeting held on February 10, 2016, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________________
Eleanor Torres,
President of the Board of Trustees

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Quick Summary/Abstract:

Rationale: The Notice of Completion is for work related to RSD Project 15-0040G-1 Rio Real ADA Access/PC Ramps. All contract installation requirements have been satisfied by Hughes General Engineering, Inc.

On January 19, 2016, the Project Construction Manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications.

Financial Impact: None

Recommended Motion: Staff recommends approval.

Attachments:
Notice of Completion
RIO SCHOOL DISTRICT

RESOLUTION NO. 1516-18

NOTICE OF COMPLETION FOR ADA ACCESS/PC RAMPS AT RIO REAL ELEMENTARY SCHOOL BY HUGHES GENERAL ENGINEERING, INC.

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District ("District") board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the repair and installations of portables at Rio Real Elementary School to Hughes General Engineering, Inc., Project 15-0040G; and

WHEREAS, the Superintendent, Assistant Superintendent of Business Services, and staff members of the District’s construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, et seq.; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees ("Board") on June 15, 2015, the District awarded the bid to Hughes General Engineering, Inc. ("Contractor"), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Portables; and

WHEREAS, on January 19, 2016, the project construction manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby accepts the Notice of Completion for the 2015 Portables Project.

3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.
PASSED AND ADOPTED by the Board of Education at a regular meeting held on the __ day of ____, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Eleanor Torres,
President of the Board of Trustees

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: A contract for construction work related to the installation of portables at Rio Lindo and Rio del Norte was awarded at the June 15, 2015 board meeting.

As the work on this project was progressing, a Fire Hydrant-Fire Waterline in the process of being installed at Rio Lindo Elementary School under the guidelines and approval of the Division of the State Architect (DSA) was found to not be in compliance with the City of Oxnard guidelines and standards for products and materials. The City of Oxnard's Public Works Inspector stopped the installation of the Fire Hydrant-Fire Water Line and directed the Rio School District to install the Fire Hydrant-Fire Waterline per City of Oxnard Public Works Standards. In addition, during the Fire Hydrant-Fire Waterline installation at Rio Lindo Street an unforeseen condition was encountered with a buried Southern California 2" Gas main line being directly in the way of the path for the new fire hydrant-fire water line. Immediate action had to be taken to permit the continuance of existing operations with as little disruption as possible and to ensure the safety and welfare of Rio Lindo Elementary School students, faculty, and staff. Time is of the essence and informal or formal bidding for services related to the repairs required by the Uniform Public Construction Cost Accounting Act could create significant delays in resolving the emergency condition.

The change order reflecting the cost increase related to this issue was approved at the January 13, 2016 board meeting. In order to stay in compliance with the CUPCCA regulations, this resolution is also needed.

Financial Impact: No additional financial impact

Recommended Motion: Approve the Emergency Resolution to Approve Entering into Contracts for Services Related to the Fire Hydrant-Fire Water Line Repair at Rio Lindo Elementary School.

Attachments:
Emergency Resolution for Fire Hydrant-Fire Water Line Repair
WHEREAS, A Fire Hydrant-Fire Waterline in the process of being installed under the guidelines and approval of the Division of the State Architect (DSA) was found not to be in compliance with the City of Oxnard guidelines and standards for Products & Materials. The City of Oxnard’s Public Works Inspector stopped the installation of the Fire Hydrant-Fire Waterline and Directed the Rio School District to Install the Fire Hydrant-Fire Waterline per City of Oxnard Public Works Standards. In addition during the Fire Hydrant-Fire Waterline installation at Rio Lindo Street an unforeseen condition was encountered with a buried Southern California 2” Gas main Line being directly in the way of the path for the new fire hydrant-fire waterline;

WHEREAS, a new Fire Hydrant-Fire Waterline is now mandatory by the State and required to be installed by the Rio School District prior to the Rio Lindo Fall 2015 School Year start due to an added Portable Classroom project which requires a Fire Hydrant-Fire Waterline to now be located on the School Site at the back of the campus which when completed, will prevent or mitigate the impairment of safety, life, health, property or essential public services;

WHEREAS; a fully operational and approved Fire Hydrant-Fire Water utility on the school site will be in place to meet the required Building Codes for both the Division of the State Architect (DSA) and the City of Oxnard which upon completion will act as a source of Fire Water onsite at Rio Lindo Elementary School in which immediate action must be taken to permit the continuance of existing operations with as little disruption as possible and to ensure the safety and welfare of Rio Lindo Elementary School students, faculty and staff;

WHEREAS; an emergency situation exists in that immediate work needs to be performed to complete the Fire Hydrant-Fire Waterline at Rio Lindo Elementary School and such work is necessary to permit the continuance of classes and to avoid potential danger to life or property;

WHEREAS; the District will have to contract with the Installing Fire Hydrant-Fire Water Contractor to make the necessary emergency repairs and changes required by the City and State to complete the Fire Hydrant-Fire Water System at Rio Lindo Elementary School;

WHEREAS, the District, pursuant to Public Contract Code section 22000 et seq., has elected to become subject to the Uniform Public Construction Cost Accounting Act;

WHEREAS, time is of the essence and informal or formal bidding for services related to the repairs required by the Uniform Public Construction Cost Accounting Act could create significant delays in resolving the emergency condition;
WHEREAS, pursuant to Public Contract Code section 22050(a)(1), the District, in the case of any emergency and pursuant to a four-fifths vote of its governing Board of Education ("Board"), may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;

WHEREAS, pursuant to Public Contract Code section 22050(b)(1), the District may, by a four-fifths vote of its governing Board, delegate by resolution to the appropriate nonelected District officer, the authority to order any action specified in Public Contract section 22050(a)(1);

WHEREAS, if a person with authority delegated pursuant to this Resolution and Public Contract Code section 22050(b)(1) orders any action pursuant to section 22050(a)(1), that person shall report to the governing Board, at its next meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency;

WHEREAS, if a person with authority delegated pursuant to Public Contract Code section 22050(b)(1) orders any action specified in Public Contract Code section 22050(a)(1), the governing Board shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to Public Contract Code section 22040(b)(1) has terminated that action prior to the governing Board reviewing the emergency action and making a determination. When the governing Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts;

WHEREAS, if the governing Board orders any action specified in Public Contract Code section 22050(a)(1), the governing Board shall review the emergency action at its next regularly scheduled meeting and, except as specified in this Resolution, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. When the governing Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of Education makes the following findings regarding the emergency that exists:

1. That the above recitals are true and correct.

2. That the District’s governing Board, pursuant to the Public Contract Code section 20113, unanimously finds that repair and replacement of the Fire Hydrant-Fire Water Line repairs at Rio Lindo Elementary School constitutes an “emergency” as defined by Public Contract Code sections 1102 and 20113.
3. That the District’s governing Board hereby finds, based on substantial evidence set forth in the minutes of this meeting, that the emergency at Rio Lindo Elementary School will not permit a delay resulting from a competitive solicitation for bids, and that the action set forth in this Resolution is necessary to respond to the emergency.

4. That the District’s governing Board hereby approves a delegation or authority to its Superintendent pursuant to Public Contract Code section 22050(b)(1), and that such delegation shall remain in full force and effect until revoked or modified by subsequent Resolution of the District’s governing Board.

5. That this Resolution shall be effect as of the date of its adoption.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ____, 20___ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________________________
Eleanor Torres,
President of the Board of Trustees
Agenda Item: 10.21. Approve Change Order for Class Leasing for Rio Real Elementary School's site modifications.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Rio Real Elementary School has additional site accommodations for the following work:

- Electrical pipes and installation of Hilti Anchors: $1,380.00
- Fabricate and install zero transition metal ramp: $2,300.00
- Install flashing to cover gap: $1,035.00
- Modify, paint and install downspouts and gutter: $1,380.00

Total: $6,095.00

Financial Impact: Fiscal Impact: $6,095.00

Funding Source: Measure G Bond

Recommended Motion: Staff recommends approval of change order.

Attachments: Change Order
# Invoice

**To:** Rio School District  
2500 Vineyard Ave.  
Oxnard, CA 93036

**Job Site:** Rio Real Elementary School  
1140 Kennedy Street  
Oxnard, CA 93036

**District:** Rio School District

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<th>From/Thru</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>Site Modifications to accommodate electrical pipes &amp; install Hilli Anchors.</td>
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<td>Fabricate and install zero transition metal ramp toe extension to grade with 10' double handrail extension</td>
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<td>Modify, paint and install downspouts and gutter splices</td>
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**Total:** $6,095.00