REGULAR BOARD MEETING
November 15, 2017

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

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Joe Esquivel, President
Eleanor Torres, Clerk
Ramon Rodriguez
Edith Martinez-Cortes
Felix Eisenhauer, DMA
Wednesday, November 15, 2017
RSD Regular Board Meeting

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

1. Open Session 5:00 p.m.
   1.1 Call to Order
   1.2 Pledge of Allegiance
   1.3 Roll Call

2. Approval of the Agenda
   2.1 Agenda Correction, Additions, Modifications
   2.2 Approval of the Agenda

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

4. Closed Session
   4.1 Consideration of Student Discipline- [Education Code 48918]Expulsion of Student No. 6003879
   4.3 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee’s Association and Rio Teachers’ Association

5. Reconvene Open Session 6:00 p.m.
   5.1 Report of Closed Session

6. Public Hearings
   6.1 RSD to RTA Sunshine Proposals for the 17/18 Negotiations
   6.2 RTA to RSD Sunshine Proposals for the 17/18 Negotiations

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

8. Information

8.1 Business Services Report

8.2 Educational Services Report

8.3 First Reading of CSBA Board Policies

9. Discussion/Action

9.1 eRate RFP for all School Site Classroom Wireless Access Points

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

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

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

9.5 17/18 RSD to RTA Sunshine Proposals

9.6 1718 RTA to RSD Sunshine Proposals

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

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

9.9 Approval of Award of Copier Bid

9.10 Approval of Typing Agent services for student keyboard software licenses

10. Consent

10.1 Approval of the Consent Agenda

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

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

10.4 Approval of Donation Report

10.5 Approval of the Personnel Report

10.6 Ratification of the Commercial Warrant

10.7 Approval of the Bilingual Substitute Daily Rate

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

10.9 Approval of Memorandum of Understanding between RSD and OUHSD sharing student data
10.10 Contract for eRate Consulting Services

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

10.12 Approval of Water Pipeline Easement at Rio Linda Elementary School

11. Organizational Business

11.1 Future Items for Discussion

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

12. Adjournment

12.1 Adjournment
Agenda Item Details

Meeting
Nov 15, 2017 - RSD Regular Board Meeting

Category
4. Closed Session

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

Access
Public

Type

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 4. Closed Session
Access: Public
Type: Discussion

Public Content
Speaker:
Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting
Nov 15, 2017 - RSD Regular Board Meeting

Category
4. Closed Session

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

Access
Public

Type

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details
Meeting
Nov 15, 2017 - RSD Regular Board Meeting
Category
6. Public Hearings
Subject
6.1 RSD to RTA Sunshine Proposals for the 17/18 Negotiations
Access
Private
Type
Information
Goals
Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
Goal 3-Create welcoming and safe environments where students attend and are connected to their school
Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content
Speaker: Carolyn Bernal

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

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

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

Administrative Content

Executive Content

https://www.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
PLEASE POST NOVEMBER 8, 2017

RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA

NOTICE OF
PUBLIC HEARING

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

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

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

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

PLEASE POST NOVEMBER 8, 2017
Agenda Item Details

Meeting
Nov 15, 2017 - RSD Regular Board Meeting

Category
6. Public Hearings

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

Access
Public

Type
Information

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

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

Administrative Content

Executive Content

https://www.boarddocs.com/cairo/Board.net/Private?open&login#
PLEASE POST NOVEMBER 8, 2017

RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA

NOTICE OF
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ASSOCIATION
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All Rio School District School Sites

PLEASE POST NOVEMBER 8, 2017
Agenda Item Details

Meeting
Nov 15, 2017 - RSD Regular Board Meeting

Category
8. Information

Subject
8.1 Business Services Report

Access
Public

Type
Information

Goals
Goal 3 - Create welcoming and safe environments where students attend and are connected to their school
Goal 1 - Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Ms. Pifko will update the Governing Board on the following topics:
- Measure G Update
- Budget Timeline

Administrative Content

Executive Content
Agenda Item Details
Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 8. Information
Subject: 8.2 Educational Services Report
Access: Public
Type: Information
Goals:
- Goal 1: Improved student achievement at every school and every grade in all content areas
- Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content
Speaker: Educational Services Staff

Rationale: Educational Staff will provide the Governing Board with the following updates:
- Technology Update
- Dashboard Local Indicators
- Translation Services Update

Administrative Content

Executive Content

https://www.boarddocs.com/ca/ho/Board.net/Private?open&login#
**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

CSBA provides updates to board policies as changes to the law occur. District personnel have reviewed the attached policies and will be brought for action at a later meeting.
Nov 15, 2017 - RSD Regular Board Meeting

9. Discussion/Action

9.1 eRate RFP for all School Site Classroom Wireless Access Points

Public

Action

Nov 15, 2017

Yes

No

Staff recommends approval of replacement of Wireless Access Points through the use of eRate funding

Goal 4- Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Speaker: Jariko Mylari

Rationale:

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

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

Administrative Content

Executive Content

https://www.boarddocs.com/ca/boa/Board.nts/Private?open&login#
Agenda Item Details

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

Goals: Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content
Speaker: Jarikko Myllari

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

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

Administrative Content

Executive Content

https://www.boarddocs.com/ca/roi.Board.nsf/Private?open&login#
Nov 15, 2017 - RSD Regular Board Meeting

9. Discussion/Action

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

Access
Public

Type
Action

Fiscal Impact
Yes

Dollar Amount
15,000.00

Budgeted
Yes

Budget Source
Measure G

Recommended Action
Staff recommends approving the additional funds for the monitoring of the STEAM school grounds by R. Indigenous Consultant Tribe Monitoring

Public Content
Speaker:
Kristen Pifko

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

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

Administrative Content

Executive Content
**Agenda Item Details**

Meeting: Nov 15, 2017 - RSD Regular Board Meeting

Category: 9. Discussion/Action

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

Access: Public

Type: Action

Fiscal Impact: Yes

Dollar Amount: 23,141.00

Budgeted: Yes

Budget Source: Measure G

Recommended Action: It is recommended that Plowboy Landscapes, Inc. be awarded the irrigation job at Rio Plaza

**Public Content**

Speaker: Kristen Pifko

Rationale:

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

Plowboy Landscapes, Inc. $23,141.00

**Administrative Content**

**Executive Content**

https://www.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
DATE: October 27, 2017
TO: Rio Plaza Elementary School
ATTN: Charles Fichtner
FROM: Doug Wason
RE: Rio Plaza Elementary School
**Revised**

SCOPE OF WORK

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

Work to Include

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

Demolition & lateral lines as needed.

$23,141.00

Notes:

- No turf renovation

Reviewed & Approved

[Signature]
Date: 10/30/17
Agenda Item Details

Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.5 17/18 RSD to RTA Sunshine Proposals
Access: Public
Type: Action

Recommended Action: It is recommended the board approve the RSD sunshine proposal for negotiations with RTA for the 17/18 school year

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

Public Content

Speaker: Carolyn Bernal

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

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

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

Administrative Content

Executive Content

https://www.boarddocs.com/ca/ro/Board.nsf/Private?open&login#
11-06-17

Rio Teachers Association


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

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

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

Article XIX Compensation
Article XX Employee Benefits

Under Article VIII – SAI Class Size

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

Meeting
Nov 15, 2017 - RSD Regular Board Meeting

Category
9. Discussion/Action

Subject
9.6 1718 RTA to RSD Sunshine Proposals

Access
Public

Type
Action

Recommended Action
It is recommended the board approve the RTA sunshine proposal for negotiations with RSD for the 17/18 school year

Goals

Goal 5 - Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Goal 4 - Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Goal 3 - Create welcoming and safe environments where students attend and are connected to their school.

Goal 2 - Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Goal 1 - Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Carolyn Bernal

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

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

Administrative Content

Executive Content

https://www.boarddocs.com/ca/lo/Board.net/Private?open&loginf
Rio Teachers Association

Bargaining Openers

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

Article VI: Unit Member Work Day/Work Year/Work Conditions
Agenda Item Details

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

Public Content

Speaker: Kristen Pifko

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

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

Administrative Content

Executive Content

https://www.boarddocs.com/ca/rls/Board.net/Private?open&login#
November 6, 2017

Attn: Kristen Pifko, Assistant Superintendent Business Services

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

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

Dear Ms. Pifko,

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

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

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

**Project Cost Update:**

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>American Integrated Resources Base Agreement</td>
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<tr>
<td>Current Change Order #BP1.1</td>
<td>$60,152.55</td>
</tr>
<tr>
<td>Total Construction Cost to Date</td>
<td>$2,216,652.55</td>
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Should you have any questions, please contact me at any time.

Respectfully,

Robert Perks
Project Executive, Balfour Beatty Construction

cc. Kristen Pifko (Rio School District)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty
CHANCE ORDER #BP1.1  
11-6-17

CHANGE ORDER NO: BP1.1

PROJECT NO: 0045-015

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: AMERICAN INTEGRATED RESOURCES

SCOPE OF WORK: SEE ATTACHED

COST:

<table>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>Original Contract Amount</td>
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<td>Previous Approved Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$60,152.55</td>
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<tr>
<td>Adjusted Contract Amount</td>
<td>$2,216,652.55</td>
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TIME:

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<tr>
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<td>Original Contract Completion Date</td>
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<td>Previously Approved Completion Extension Days</td>
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<td>Completion Days Extension this Change Order</td>
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<tr>
<td>Adjusted Contract Completion Date</td>
<td>December 2018</td>
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</table>

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

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

RIO SCHOOL DISTRICT

By ____________________________

Date __________________________

District Architect; Architecture for Education

By ____________________________

Date __________________________

Contractor: American Integrated Resources

By ____________________________

Date __________________________

District PM/CM; Balfour Beatty Construction

By ____________________________

Date 11/6/2017

Change Order to Contract
Rio Bid 0045-015
<table>
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<th>Item No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost</th>
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<tr>
<td>1.1</td>
<td>COR#1</td>
<td>Deepen geogrid elevation at buildings A, B, C and E</td>
<td>In an effort to value engineer project costs prior to bid time, project civil engineer changed the elevations of the geogrid pad. After bid, during construction, it was found that this value engineering effort would cause problems in the future with utilities coming into the building underneath the footing (not enough clearance space to route and instal building utilities i.e.; electrical service, sewer service, etc.). RF#0021 asked civil engineer if the geo grid pad elevation could be revised from an elevations shown on plans to an elevation of 76.5' throughout and engineer made no exception. This also includes a credit for deleting over excavation under all AC areas.</td>
<td>$60,152.55</td>
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Total Change Order # BP1.1

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<tr>
<td>Revised Contract</td>
<td>$2,216,652.55</td>
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Request For Information

Project [14817000] - Rio STEAM K-8 Campus  Date 8/23/2017

Balfour Beatty Construction
Oxnard, CA 93036

RFI No. 0021

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<th>Date</th>
<th>Status</th>
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<td>Michael Shea</td>
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<td>65 North Catalina Avenue</td>
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<tr>
<td>Rachel Adams (Architecture for Education, Inc.)</td>
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<td>Conflict</td>
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<td>Gaylard Christopher (Architecture for Education, Inc.)</td>
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<tr>
<td>Michael Shea (Architecture for Education, Inc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dennis Kuykendall (Balfour Beatty Construction, LLC.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ray Purcell (Balfour Beatty Construction, LLC.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jesus Muguerza (Balfour Beatty Construction)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Perks (Balfour Beatty Construction)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kenneth Hinge (Kenco Construction Services, Inc.)</td>
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<table>
<thead>
<tr>
<th>CC</th>
<th>Reason for Request</th>
<th>Action Requested</th>
<th>Probable Cost Effect</th>
<th>Probable Time Effect</th>
<th>Priority</th>
<th>Response Due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>From</th>
<th>Subject</th>
<th>Drawing No.</th>
<th>CSI Code</th>
<th>Information Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesus Muguerza</td>
<td>Clarification on Bottom of Geogrid Depth</td>
<td>C.1.11</td>
<td>31 2000 - Earth Moving</td>
<td>Sheet C1.11 defines the bottom of excavation for the Geo-Grid mat installation at different elevations per building.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>* Bldg A - 77.0’</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>* Bldg B - 79.0’</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>* Bldg C - 78.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>* Bldg D - 76.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>* Bldg E - 77.0</td>
</tr>
</tbody>
</table>

It is recommended that the bottom of over excavation be the same for all buildings to help with coordination of site utilities. The Contractor has already installed the system at 76.5’ for buildings A, D and E. Furthermore, by using a consistent value of 76.5’ there will be additional clearance between the top of the grid system fill material and the bottom of footing.

Using the elevation of 76.5’ was discussed during OAC meeting 006, 8/23/2007. Per A4E the Civil Engineer had prioritized a reduction in over-excavation and not considered the impact on MEP coordination or the footing depth after DSA Plan Review. All in attendance of the meeting concurred with the solution to use a consistent elevation.

See attached sketch for additional clarity.

Please confirm that this solution, at the elevation of 76.5’ s acceptable

Recommendation
We take no exception to the proposed bottom of geogrid elevation of 76.5 for all buildings.

Mark S. Lamoureux, PE, PLS

<table>
<thead>
<tr>
<th>Response Information</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Responder</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Michael Shea</td>
<td></td>
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</tr>
<tr>
<td>Disclaiumr</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Michael Shea 24 AUG 2017

Authorized Signature

Michael Shea (Architecture for Education, Inc.)

Printed Name

Date
Rio K-8 STEAM School.

Sketch #02 – Geo, Footings, & Utilities
See CL.00 & J.35.13 Date: 8.22.17
Prepared by Ken Hinge

6" sleeves for 4" conduits
18" min.
3 - D

Elevation detail per 1/55.11

5'-0"

3'-0" @ deep
@ brace frame

Geo grid

4'-0"

1'-6" min.

1'-6" for utilities

1'-6"

BOTF = 82.00

TOF = 83.50

FF @ 85.00

BODF = 80.50

TGG=to = 80.50

BOG=to = 75.40
CHANGE ORDER PROPOSAL

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

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

DESCRIPTION:
As per directive RF#021. Provide new bottom depth at 78.5 uniformly at all Pads, A, B, C & E. Credit for Bldg D and Credit for Site asphalt not requiring grading.

<table>
<thead>
<tr>
<th>REF NUM</th>
<th>CLASSIFICATION</th>
<th>Hours</th>
<th>x1.0</th>
<th>x1.5</th>
<th>x2.0</th>
<th>Rate</th>
<th>Quantity</th>
<th>LABOR COST</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>0</td>
<td>0</td>
<td>63.19</td>
<td>0</td>
<td>1</td>
<td>$0.00</td>
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<tr>
<td>2</td>
<td></td>
<td>0</td>
<td>63.19</td>
<td>0</td>
<td>1</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>3</td>
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<td>63.19</td>
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<td>$0.00</td>
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<td>71</td>
<td>1</td>
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<td></td>
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LABOR SUBTOTAL: $0.00

MARK-UP: 10%

LABOR TOTAL: $0.00

EQUIPMENT & MATERIALS:

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<th>REF</th>
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<th>QTY</th>
<th>UNITS</th>
<th>UNIT COST</th>
<th>MATERIAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Misc equip used (Saw, chop saw &amp; blades; scaffold; etc)</td>
<td>0</td>
<td>Each</td>
<td>$150.00</td>
<td>$150.00</td>
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<tr>
<td>2</td>
<td>6-mil Poly, Duct Tape &amp; Rolls of Bags</td>
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<td>Each</td>
<td>$50.00</td>
<td>$50.00</td>
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<tr>
<td>3</td>
<td>Plywood &amp; Misc. for Covering</td>
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<td>Each</td>
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<tr>
<td>4</td>
<td>Suits, Respirator Filters, Gloves &amp; Misc. PPE</td>
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<td>Each</td>
<td>$150.00</td>
<td>$150.00</td>
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<tr>
<td>5</td>
<td>Fuel</td>
<td>0</td>
<td>Gallons</td>
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<td>Sand Bags 40 each phase</td>
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<td>Each</td>
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<td>7</td>
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MARK-UP: 10%

MATERIAL: $0.00

SUBTOTAL: $0.00

MARK-UP: $0.00

TOTAL MATERIAL: $0.00

SUBCONTRACTS: (Attach Subcontractor's proposal)

<table>
<thead>
<tr>
<th>REF</th>
<th>SUBCONTRACTOR NAME / DESCRIPTION</th>
<th>SUBCONTRACT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MVC (See Attached 8661 Cubic Yards Cost Breakdown)</td>
<td>$79,842.00</td>
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<tr>
<td>2</td>
<td>MVC (Credit Bidg D Attached Cost Breakdown)</td>
<td>$(5,301.45)</td>
</tr>
<tr>
<td>3</td>
<td>MVC (Credit Bidg Site Grade Under Asphalt Attached Cost Breakdown)</td>
<td>$(23,259.60)</td>
</tr>
</tbody>
</table>

SUBCONTRACT COSTS: $51,280.96

MARK-UP: $7,092.14

TOTAL SUBCONTRACT COSTS: $58,373.10

SUBTOTAL: $58,373.09

SUBTOTAL: $58,373.09

GRAND TOTAL: $60,152.55

TOTAL CHANGE ORDER REQUEST: $60,153

Approved By:

DATE: 8/30/2017
Date: August 25, 2017

To: American Integrated Resources, Inc.
2341 North Pacific St., Orange CA 92865

Attn: Dave McSkimming
dmcskimming@americanintegrated.com

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

Terms: Progress Billings, 5% Retention

CHANGE ORDER REQUEST-01

Scope: Soils Excavation

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

  Credit for building D
  $5,301.45

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

TOTAL $ 51,280.95

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

DIR Registration No: 1000060015, Expires 06/30/2018

SUBMITTED BY: JAY ZUPPARDO (951) 315-5555
**Agenda Item Details**

**Meeting**
Nov 15, 2017 - RSD Regular Board Meeting

**Category**
9. Discussion/Action

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

**Access**
Public

**Type**
Action, Minutes

**Recommended Action**
Staff recommends approval of the Minutes and Recommendations of the Local Career Technical Advisory Committee

**Minutes**
View Minutes for Oct 18, 2017 - RSD Local Career Technical Education Advisory Comm

**Public Content**

**Speaker:** Dr. Joel Kirschenstein

**Rationale:**

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

MinCTEAC.pdf (760 KB)

**Administrative Content**

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

Members present:
Dr. Joel Kirschenstein
Oscar Hernandez
Jarkko Mylari
Larry Wolff
Indy Batra
Oscar Nunez
Jake Waltrip
Larry Kelman

1. Preliminary Business-4:00 p.m.
1.1 Call to Order-4:00 p.m.
Dr. Kirschenstein called the meeting to order at 4:05 p.m.

1.2 Pledge of Allegiance
Dr. Kirschenstein led the flag salute

1.3 Roll Call
Dr. Kirschenstein called the roll

2. Approval of the Agenda
2.1 Approval of the Agenda
The agenda was approved as presented.
Motion: Larry Wolf Second: Indy Batra Vote: 6-0

3. Communications

3.1 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes. There were no public comments.
4. Information/Action

4.1 Distribution of Discussion Agenda

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

4.2 Selection of Local Career Technical Education Advisory Committee Chairperson

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

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

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

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

5. Adjournment

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

Approved on this 15th day of November, 2017.

John Puglisi, Ph.D., Secretary                    Date

Eleanor Torres, Clerk of the Board                Date
November 8, 2017

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

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

Dear Superintendent Puglisi:

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

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

Sincerely,

Oscar Hernandez
Chairperson of CTEAC
CTEAC Background

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

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

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

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

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

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

If a Letter is SENT From CTEAC Member, It Must Contain the Language Below:

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

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

1. Review existing programs, courses of study, facilities, and equipment.

2. Propose new programs and/or courses when needed based on solid data for this community.

3. Evaluate existing programs and proposed new programs.

4. Revise existing programs, suggest changes or deletions, and develop educational specifications for the programs. (For use in building the program and planning for equipment and facilities.)

5. Develop building plans, review architects' plans, etc., where new buildings are being proposed.

6. Point out changes needed for the future in your area of interest, keeping the program up to date.

7. Assist in placement and in evaluating performance of our CTE students at (your school or college).
Agenda Item Details
Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.9 Approval of Award of Copier Bid
Access: Public
Type: Action
Fiscal Impact: Yes
Dollar Amount: 65,000.00
Budgeted: Yes
Budget Source: General Fund

Public Content
Speaker: Kristen Pifko

Rationale:

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

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

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

Public Content
Speaker: Oscar Hernandez

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

TA renewal proposal.pdf (92 KB)

Administrative Content

Executive Content
General Information
Prepared By: Marie Imbault
Email: marie@engagingwebapps.com

Quote Number: 00009516
Quote Expiration Date: 11/30/2017
Renewal Date: 10/31/2018

Contact Information
Contact Name: Kathryn Aragon
Email: karagon@rioschools.org

Phone: (805) 485-3111

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

Quote Line Items
<table>
<thead>
<tr>
<th>Product</th>
<th>Sales Price</th>
<th>Quantity</th>
<th>Total Price</th>
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<tbody>
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<td>5,450.00</td>
<td>$6,267.50</td>
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Totals
Grand Total: $6,267.50

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

Thank you for your order! If you have any questions, concerns, or would like to learn about our other Engaging Webapps, please give me a call or email me. It's always a pleasure hearing from you! www.engagingwebapps.com
Agenda Item Details
Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.2 Approval of the Minutes of the Regular Board Meeting of October 18, 2017
Access: Public
Type: Minutes

Public Content
Speaker: Superintendent Puglisi

Rationale:

Administrative Content

Executive Content
Rio School District
Minutes
Regular Board Meeting
October 18, 2017
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.

Members present
Eleanor Torres, Edith Martinez-Cortes, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

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

1. Open Session 5:00 p.m.
1.1 Call to Order
President Esquivel called the meeting to order at 5:02 p.m.

1.2 Pledge of Allegiance
President Esquivel led the flag salute.

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

2. Approval of the Agenda
2.1 Agenda Correction, Additions, Modifications
Trustee Torres pulled item 10.7 Approval of the Revised Contract with Nee Sachey to provide Music Instruction to Elementary Sites for discussion.

2.2 Approval of the Agenda
Staff recommends approval as presented

Motion by Eleanor Torres, second by Joe Esquivel.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer

3. Public Comment-Closed Session
Discussion: 3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.
There were no public comments.

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

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


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

5. Reconvene Open Session 6:00 p.m.
5.1 Report of Closed Session
President Esquivel reconvened the meeting at 6:13 p.m.

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

6. Presentations/Recognitions
None

7. Communications

7.1 Acknowledgement of Correspondence to the Board
There were no acknowledgments to the board.

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

7.3 Organizational Reports-RTA/CSEA/Other
Organizational reports were heard from Marisela Valdez, President of the Rio Teachers' Association.

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

The recommendations will be brought to a future meeting.

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

There were no public comments.

8. Information

8.1 Business Services Report
Kristen Piiko, Assistant Superintendent of Business Services, presented a Budget Update.

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

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

9. Discussion/Action

9.1 STEAM Academy Enrollment
Motion to move the item to the next regular board meeting with more information as requested.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer
Not Present at Vote: Ramon Rodriguez left at 6:53 p.m.

9.2 RSD/RTA MOU - Alternative Staff Meeting Schedule - Rio Lindo, Rio Rosales and Rio del Valle schools
It is recommended the board take action and approve the alternative staff meeting schedule for Rio Lindo, Rio Rosales and Rio del Valle schools.

Motion by Joe Esquivel, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer
Not Present at Vote: Ramon Rodriguez
9.3 Approval of Proposals from Precision Plumbing - Mechanical
It is recommended that the proposals from Precision Plumbing - Mechanical be approved.

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

9.4 Approval of Lease Agreement for 2714 E. Vineyard Avenue property Commonly Known as El Rio School Site
Staff recommends approving the lease agreement with Pacific West Communities, Inc. for the property located at 2714 E. Vineyard Avenue.

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

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

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

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

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

10.4 Personnel Report - October 18, 2017

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

10.6 Williams Quarterly Complaint Report

10.7 Approval of Revised Contract with Nee Sachey to provide Music Instruction to Elementary Sites
Staff recommends the revised contract with Nee Sachey to provide music instruction to elementary sites.

Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Joe Esquivel, Felix Eisenhauer
Not Present at Vote: Ramon Rodriguez
10.8 Proposal of Kiwitts General Building for replacement of glass and wall panels at Rio Del Valle Library

11. Organizational Business
11.1 Future Items for Discussion
None

11.2 Future Meeting Dates: November 15, 2017

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

Approved on this 15th day of November, 2017.

______________________________
John Puglisi, Ph.D., Secretary

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

Public Content
Speaker:
Rationale:

Administrative Content

Executive Content
Members present
Eleanor Torres, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

1. Preliminary Business-4:00 p.m.
1.1 Call to Order-4:00 p.m
President Esquivel convened the meeting at 4:08 p.m.

1.2 Pledge of Allegiance
President Esquivel led the flag salute.

1.3 Roll Call
Trustee Torres called the roll. Trustee Martinez-Cortes was absent.

2. Approval of the Agenda
2.1 Agenda corrections, additions, and modifications.
No corrections were noted.

2.2 Approval of the Agenda
Staff recommends approval.

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

3. Communications
3.1 Superintendent's Report
Superintendent Puglist provided the board with updates regarding the STEAM school and the Master Plan.

3.2 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may
choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

4. **Discussion/Action**
4.1 Review/Discuss/Action on STEAM Academy Enrollment Criteria
The Governing Board motioned to select Enrollment Preference Option B and Lottery option 2 and will consider interdistrict students after enrollment begins.

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

4.2 Approval of the Authorization Summary Forms from Willdan Lighting & Electric in conjunction with Southern California Edison’s Energy Savings Program
It is recommended that the Authorization Summary Forms be approved by the Board in order to take advantage of the SCE Energy Savings Program

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

4.3 Approval of Easements and Bonds for the Development Improvement Agreement
It is recommended that the Authorization Summary Forms be approved by the Board in order to take advantage of the SCE Energy Savings Program

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

4.4 Approval of overnight field trip for California STEAM Symposium in San Francisco
It is recommended that the Authorization Summary Forms be approved by the Board in order to take advantage of the SCE Energy Savings Program

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

5. **Adjournment**
5.1 Adjournment
President Esquivel adjourned the meeting at 5:04 p.m.
Approved on this 15th day of November, 2017.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date
Agenda Item Details
Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.4 Approval of Donation Report
Access: Public
Type: Action (Consent)
Fiscal Impact: No
Budgeted: No
Recommended Action: Staff recommends approval of the Donation Report

Public Content
Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:

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<tr>
<th>Site</th>
<th>Donor</th>
<th>Use of Donation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio del Mar</td>
<td>Debbie Seguy</td>
<td>Music Program</td>
<td>Piano (700.00)</td>
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<tr>
<td>Rio Vista</td>
<td>Coca Cola</td>
<td>Incentives</td>
<td>29.76</td>
</tr>
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</table>

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
Agenda Item Details

Meeting
Nov 15, 2017 - RSD Regular Board Meeting

Category
10. Consent

Subject
10.5 Approval of the Personnel Report

Access
Public

Type
Action (Consent)

Recommended Action
It is recommended the board approve the November 15, 2017 Personnel Report as presented.

Goals
Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

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

PersReport111517.pdf (386 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
RIO SCHOOL DISTRICT

November 15, 2017

Certificated Personnel Report

Certificated Ratification of Employment:
Pegler, Betsy, Teacher on Special Assignment, District Office, (1.0) FTE, Temporary, effective 10/25/2017

Classified Personnel Report

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

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

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

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

Classified Saturday School Employment:
Alfaro, Andrea, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Arcco, Lucy, Secretary, effective 10/21/17 - 4/28/2018
Arroyo Jr., Ignacio, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Carrillo, Josefinna, Secretary, effective 10/21/17 - 4/28/2018
Fino, Darlene, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Garibay, Maria, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Logue, Kristen, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Phillips, Kaylin, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Ruelas, Marissa, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Ruelas, Nicole, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Sanchez, Jacqueline, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Vega, Maria, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Vega, Suzanna, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Zamudio, Christopher, Instructional Assistant, (5) hours, Rio Plaza, effective 10/21/17 - 4/28/2018
Agenda Item Details

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

Public Content
Speaker: Kristen Pifko

Rationale:

Governing Board for ratification and details as necessary.

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

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<td>130 Cafeteria</td>
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<tr>
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TOTAL: $1,682,172.84

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

Administrative Content

https://www.boarddocs.com/ca/rio/Board.net/Private?open&login#
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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.
<table>
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<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Pay to the Order of</th>
<th>Fund/Object</th>
<th>Expensed Amount</th>
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
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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.

609 - Rio Elementary School District

Generated for Elva Yurof (609EYUROF), Nov 2, 2017 2:46PM
Agenda Item Details

Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.7 Approval of the Bilingual Substitute Daily Rate
Access: Public
Type: Action (Consent)
Recommended Action: It is recommended the board approve the daily rate for a qualified bilingual substitute.

Goals:
Goal 1: Improved student achievement at every school and every grade in all content areas
Goal 5: Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content
Speaker: Carolyn Bernal

Rationale:

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

Daily Rate:
$125  Days 1 - 10
$135  Days 11 - 20
$145  Days 21 and up

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

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

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

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board
**Agenda Item Details**

**Meeting**
Nov 15, 2017 - RSD Regular Board Meeting

**Category**
10. Consent

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

**Access**
Public

**Type**
Action (Consent)

**Fiscal Impact**
Yes

**Dollar Amount**
8,000.00

**Budgeted**
Yes

**Budget Source**
General Fund account from each school site

**Recommended Action**
Staff recommends approval of Axiom Inc.'s proposal to create, prepare and publish a SARC for all eight schools.

**Goals**
Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

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**Public Content**

**Speaker:** Oscar Hernandez

**Rationale:**

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

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

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**SARCSelect™ Contract Template.doc (1).pdf (233 KB)**
CONTRACT FOR SERVICES RELATING TO
SCHOOL ACCOUNTABILITY REPORT CARDS
SARCSelect™

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

RECITALS

A. District is required to provide parents, the public and its community with an annual school
accountability report card(s) ("SARC") pursuant to Proposition 98, an initiative approved by California
voters and pursuant to PL 107-110 (No Child Left Behind Act 2001).

B. District has the authority to contract for the production of said SARC through a designated individual
or entity.

C. Consultant is duly qualified to provide the service of the production of said SARC in consideration for
the fees and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall collect, document and process the information necessary to develop a SARC for each of
District's school site(s) as listed in Appendix C. Information and data in each school's SARC will be
accurate upon delivery of the finished product.

B. Consultant will provide District with a camera-ready electronic version using Adobe™ Portable
Document Format (PDF) for each school site as specified in section one above. Consultant shall
provide ten full color booklets for each school site as specified in Section 1 at no additional fee to the
District.

C. Consultant will make a good faith effort to prepare all SARC(s) in accordance with existing laws,
regulations and applicable written guidelines.

D. Consultant and District agree that all original material originated and prepared for District by
Consultant shall belong exclusively to and be the property of Consultant. Consultant agrees,
however, that on receipt of payment in full under the terms of this contract, Consultant shall convey to
District a non-exclusive non-assignable license for use of the SARC, which shall not include the right
to provide the SARC to other parties who produce SARC(s), and shall not include the right to make
modifications of the SARC.

E. Consultant shall provide a one-page summary report. Consultant will develop the Summary Report
Card in English and District requested additional languages.

F. Consultant shall maintain current link to District SARC(s) on CDE's Find SARC web page.
II. ADDITIONAL SERVICES

A. Translation Services: Consultant will provide a translated camera-ready electronic version of each SARC in selected language at the rate specified in Appendix B for all sites specified in Appendix C. In accordance with Ed Code 48985, districts are required to provide translated material(s) to parents/guardians when 15 percent or more of enrollment consists of students whose single primary language is not English.

   District requests this additional service ________

B. Printing Services: Consultant shall duplicate camera-ready SARC(s) in color and/or black & white at the additional rates specified in Appendix B and in quantities specified in Appendix C.

   District requests this additional service ________

C. District Report Card Services: The District may elect to implement PL 107-110 (No Child Left Behind Act of 2001) provisions applicable to SARC by utilizing a district-wide reporting option as indicated in Appendix B rather than including the provisions in the individual site report cards. Consultant will prepare a District Report Card in accordance with PL 107-110 (No Child Left Behind Act 2001) at the rate specified in Appendix B. Consultant will provide both English and Spanish translated documents in a camera-ready electronic version using Adobe™ Portable Document Format (PDF). Consultant will provide 25 full color copies of the District Report Card in both English and Spanish versions. District Report Card is not eligible for mandate reimbursement. Cost is $1,250.

   District requests this additional service ________

III. DISTRICT RESPONSIBILITIES

A. District shall provide Consultant with all the documents, records and information necessary to prepare SARC in a timely manner. To ensure finalization of the English and alternative language SARC by the February 1st deadline, all required SARC data requested of the District must be received by the Consultant by November 1st of each school year. Districts providing all requested data to Consultant by October 1st of each year, and return their drafts within 14 days of receipt will be provided an additional 15 full-color booklets for each school site (a $45 value per site).

B. District agrees to take that official action, such as review of Consultant's SARC drafts that will be necessary for Consultant to perform its obligations under this Contract, in a timely manner. Consultant will provide the District with one set of drafts for each school listed in Appendix C. Consultant will revise each draft one time under the terms of this agreement.

   1. Any additional revisions beyond draft will be billed at $90/hour.
   2. Draft SARCs need to be returned to the Consultant within 14 days of receipt to ensure finalization by the February 1st deadline.

C. District agrees to promptly pay Consultant for fees for services rendered and direct costs. Upon signed agreement District agrees to pay 25% of the base contract amount. Balance of base contract amount will be billed on a quarterly basis. All other services will be billed upon completion.

   1. Payments are due and payable upon receipt.

D. The District represents and warrants that the information it provides does not and will not infringe the right, title and interest of any third party. District will defend, indemnify, and hold Consultant harmless from and against any and all damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) incurred by Consultant as a result of any judgment or proceeding against Consultant in which it is determined or alleged that any information provided by the District infringes any patent, copyright, trademark, trade secret, or other proprietary right of any third party.
IV. MODIFICATIONS

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

V. TERM

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

VI. TERMINATION OF CONTRACT

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

VII. ATTORNEY’S FEES AND COSTS

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

VIII. SEVERABILITY

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

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

CONSULTANT
Axiom
Attn: SARCSelect™
4935 Hillsdale Circle
El Dorado Hills, CA 9576

DISTRIBUTION
Rio School District
2500 E Vineyard Ave #100
Oxnard, CA 93036

X. ADDITIONAL PROVISIONS

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

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

Executed at ________________________, California, on the Effective Date.

CONSULTANT

[Signature]

Dean Getz
President & CEO
Axiom
DISTRIBUTION

__________________________________________
Signature of Authorized District Representative

__________________________________________
Name (Please Print)

__________________________________________
Title
Rio School District

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

__________________________________________
@
APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

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

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

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

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

Dean Getz
Consultant Representative
Axiom Advisors and Consultants, Inc. DBA: “Axiom Analytix”
4835 Hillsdale Circle
El Dorado Hills, CA 95762
APPENDIX C

Prepare SARCs in English and Spanish for the following schools:
- Rio del Mar - Yes/No
- Rio del Norte - Yes/No
- Rio Lindo - Yes/No
- Rio Plaza - Yes/No
- Rio Rosales - Yes/No
- Rio Real - Yes/No
- Rio del Valle - Yes/No
- Rio Vista - Yes/No
Agenda Item Details
Meeting
Nov 15, 2017 - RSD Regular Board Meeting
Category
10. Consent
Subject
10.9 Approval of Memorandum of Understanding between RSD and OUHSD sharing student data
Access
Public
Type
Action (Consent)
Fiscal Impact
No
Budget Source
not applicable
Recommended Action
Staff recommends board approval of MOU with OUHSD to share student data.

Public Content
Speaker: Oscar Hernandez

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

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

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
MEMORANDUM OF UNDERSTANDING ON THE SHARING OF DATA

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

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

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

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

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

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

2. Privacy Protections:

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

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

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

a. Ownership of the Data. The Parties agree that academic data shall be solely owned by the educational institution which originally provided the data.

b. Student and Parent Access to Data. As applicable, the Parties shall provide a means by which an authorized employee of the Districts can search and export academic data through reasonable procedures such that Districts can respond to a parent, legal guardian, or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. The foregoing notwithstanding, the Parties shall cooperate with that educational institution to help insure that this record correction will be consistent with that educational institution's policies regarding record correction. The Parties shall additionally provide procedures for the transfer of pupil-generated content to a personal account.

c. Third Party Access. The Parties shall not distribute data to any third party without the explicit written consent of the Parties or as permitted by this Agreement, unless required
by law. The Parties shall ensure that approved subcontractors adhere to all of the provisions of this Agreement. The Parties will help insure that any subcontractor or sub-processor that it engages to process store or access academic data has adequate technical security and organizational measure in place to keep academic data secure and to comply with the terms of this Agreement.

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

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

a. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the Agreement.

b. All designated staff and faculty at educational institutions involved in the handling, transmittal, and/or processing of data provided under this Agreement will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.

d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.

e. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure
manner that prevents the interception, diversion, or other unauthorized access to said data.

f. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of the “Family Educational Rights and Privacy Act” and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the Parties to this Agreement.

g. Access to any personally identifiable information included in the data shall be restricted to those individuals with a legitimate need for access in order to carry out the purposes set forth above in this Agreement.

h. Data Breach Notification. Upon becoming aware of any unlawful or unauthorized access to academic data shared pursuant to this Agreement, each Party will take the following measures:

i. Promptly notify the impacted educational institution of the suspected or actual incident:

ii. Promptly investigate the incident and provide the educational institution with detailed information regarding the incident, including the identity of the affected users.

iii. Assist the educational institution in notifying the affected users, affected persons legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

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

6. Entire Agreement: This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.
7. Execution: Each of the persons signing this Agreement on behalf of a Party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such Party.

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

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

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

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

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

[Remainder of Page Left Intentionally Blank.]
OXNARD UNION HIGH SCHOOL DISTRICT

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

RIO SCHOOL DISTRICT

By: ______________________________
   (Signature)

Name: ______________________________

Title: ______________________________

Date: ______________________________

OXNARD UNION HIGH SCHOOL DISTRICT

By: ______________________________
   (Signature)

Dr. Penelope A. DeLeon
Superintendent of Schools

Date: ______________________________
OXNARD UNION HIGH SCHOOL DISTRICT

EXHIBIT "A"

SCOPE OF INFORMATION

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

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

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

**Demographic Information**
Student SSID
Date of Birth
Stated Race and Ethnicity
Stated Gender
Grade Level
School of Current Attendance
Parent Education Level
GATE Participation
English Learner Status: Primary Language, Acquisition Date; US Start Date
Special Education: Primary Disability Code, Current IEP, Next IEP Date

**Academic Information**
Current Schedule;
Course Enrollment for ELA/ELD and Math: Course Title, Teacher Name, Class Period
Current Grades in ELA/ELD and Math
CAASPP Achievement Scores and Claim Scores for current 8th graders
CAASPP Achievement Scores and Claim Scores for previous year 8th graders;
ELPAC and/or CELDT Scale and Proficiency Scores.

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

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

EXHIBIT "B"
RETURN DATA

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

**Directory Information**
- Student Name: First, Middle, Last
- Residence Address: Street, City, Zip
- Telephone

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

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

Data shall be delivered in a mutually agreed upon manner and form.
Additional data or modified data may be included upon agreement.
Agenda Item Details
Meeting: Nov 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.10 Contract for eRate Consulting Services
Access: Public
Type: Action (Consent)
Preferred Date: Nov 15, 2017
Absolute Date: Nov 15, 2017
Dollar Amount: 12,600.00
Recommended Action: Staff recommends approval of CSM Consulting for eRate services.
Goals: Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content
Speaker: Jarkko Mylari

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

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

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board
CONTRACT FOR E-RATE COMPLIANCE SERVICES

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

RECOLLALS

A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.

C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:

   - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
   - Advise and coordinate the preparation and filing of:
     - Item 21 Attachments
     - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
     - Implementation Deadline Extension Request (I-DER)
     - Invoice Deadline Extension Request (I-DER)
     - Service Provider Identification Number (SPIN) Change Requests
     - Service Substitution Requests
     - Service Certifications
     - Program Integrity Assurance (PIA)
     - Payment Quality Assurance (PQA) requests
   - Invoice reconciliation for previous funding year disbursements

2. Act as District’s main point of contact with the SLD.

3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.

2. Take such official action, such as review of Consultant’s drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

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

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

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

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

IV. MISCELLANEOUS

1. Term. The term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2017, or upon execution (whichever is later), through June 30, 2018.

2. Modifications. This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.

3. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.

4. Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES -- SCOPE OF SERVICE:

A. Services and costs in this section are not included in Section I (Consultant Responsibilities -- Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

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

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:
• Assist in the preparation of RFPs/RFIs/RFOs, etc., including technical specs
• Surveys (alternate discount method)
• Comprehensive Technology Plan Writing
• Coordination of response to Special Compliance Reviews
• Selective Review Information Request (SRIR)
• Preparation of USAC and/or FCC appeals
• Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
• Audit support, including Beneficiary Contributor Audit Program
• Preparation of documentation/reports/presentations for Board meetings or other special meetings
• Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
• Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
• Other E-Rate related services

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

*Please check the appropriate box for designation of service*  ☐ Yes  ☐ No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.

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

8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.
10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District’s right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

13. ** Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in ________________, this __________ day of __________________________, 2017.

David T. Cichella

Vice President

______________________________ Title ______________________________

______________________________ Print Name ______________________________

Rio Elementary School District
AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

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

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

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


Rio Elementary School District

Name: ________________________________

Print Name: ________________________________

Title: ________________________________
RIO SCHOOL DISTRICT

RESOLUTION NO. 17/18-20

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

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

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

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

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby accepts the Notice of Completion for Project 17-5006-G.

3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________________________________________________________
Joe Esquivel,
President of the Board of Trustees
Agenda Item Details

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

Public Content
Speaker: Kristen Pifko

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

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

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
November 6, 2017

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

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

Recommendation to Request Board approval for issuance of Notice of Completion

Dear Ms. Pifko,

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

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

**FINAL COST**
$ 378,833.60

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

Respectfully,

[Signature]

Jesus Miguens Ibarra
Project Engineer
Balfour Beatty Construction, Inc

cc. Kristen Pifko, RSD
Sophia Limon, Balfour Beatty Construction
Dennis Kuykendall, Balfour Beatty Construction
WATER PIPELINE EASEMENT

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


"GRANTOR"

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

By: ________________________________
   Dr. John D. Puglisi, Superintendent

By: ________________________________
   Ms. Kristen Pifko, Asst. Superintendent
ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: __________________________

(Notary Seal)
ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF __________________________

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

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

WITNESS my hand and official seal.

Signature: ____________________________________

(Notary Seal)
EXHIBIT "A"
LEGAL DESCRIPTION
EXHIBIT "A"

LEGAL DESCRIPTION

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

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

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

End of Description