



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

November 14, 2018

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

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

Board of Education

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

2.0



**Wednesday, November 14, 2018
RSD Regular Board Meeting**

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

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Comment-Closed Session

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

4. Closed Session

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

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

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

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

5.1 Report of Closed Session

6. Public Hearing

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

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

7. Presentations/Recognitions

7.1 Board Member Recognition**7.2 Rio Real ASB Presentation****8. Communications**

8.1 Acknowledgement of Correspondence to the Board**8.2 Board Member Reports****8.3 Organizational Reports-RTA/CSEA/Other****8.4 Superintendent Report**

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

9. Information

9.1 Business Services Report**9.2 Educational Services Report****10. Discussion/Action**

10.1 Second Reading and Final Approval of CSBA Board Policies

10.2 Approve and Adopt Resolution No. 1819/07 to Increase Statutory Fees on Residential and Commercial, and Industrial Development Projects

10.3 Approve and Adopt Resolution Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

10.4 eRate RFP for Cabling Replacement/Upgrade**10.5 eRate RFP for new Firewall****11. Consent**

11.1 Approval of the Consent Agenda

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

11.3 Approval of Donation Report**11.4 Ratification of the Commercial Warrant****11.5 PERS Report - November 2018****11.6 Approval of Contract for Speech Pathologist Services****11.7 National University Student Teacher Agreement Renewal****11.8 National University Internship Program Agreement Renewal**

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

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

12. Organizational Business

12.1 Future Items for Discussion

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

13. Adjournment

13.1 Adjournment

4.1



Agenda Item Details

Meeting Nov 14, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

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

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Nov 14, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

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

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Nov 14, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Notice of Public Hearing on the Change (Increase) of Statutory Developer Fees (Level 1) and Adoption of Resolution No. 1819/07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995
Access	Public
Type	Information

Public Content

Speaker: Wael Saleh

Rationale:

Purpose:

To conduct a public hearing on approval of the Developer Fee Justification Study dated October 2018, and Resolution No. 1819/07 to increase Level 1 school facilities fees on new residential and commercial/industrial construction.

Background:

The Developer Fee Justification Study (Study) provides justification for the Rio School District to levy Level 1 developer fees on new residential, commercial and industrial construction not under mitigation agreement with the District.

Pursuant to Education Code 17620, school districts are authorized to levy fees on new residential and commercial/industrial construction to mitigate the impact of new development on school facilities. These fees are generally referred to as basic statutory fees or Level 1 fees. By statute, the developer fees are capped. The caps are adjusted every two years by the State Allocation Board to account for inflation. In January 2018, the developer fee cap for residential development increased by \$0.31 to \$3.79 per square foot. The cap for commercial/industrial construction was increased by \$0.05 to \$0.61 per square foot. The proportional maximum level of Level 1 for Rio to adopt is 71% of K-12 statutory fees: \$2.69 per sq. ft. residential and \$0.43 per sq. ft commercial / industrial.

The Study demonstrates the relationship between new residential and commercial / industrial construction and the District's need for new school facilities construction and modernization of existing facilities. This relationship is showing in compliance with the statutory requirements for the collection of Level 1 fees.

Government Code §66016 requires the District to hold a public hearing regarding the developer fees as part of a regularly scheduled Board of Education meeting prior to adopting or increasing such fees. The fees will become effective 60 days after the Board takes action to adopt the fees.

Notice of this public hearing ran in the Newspaper on October 12, 2018 and October 31, 2018.

Recommend the Board of Education:

1. Conduct a public hearing on the change of statutory developer fees (Level 1) on residential and commercial/industrial development, and

2. Adopt Resolution No. 1819/07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

[STAR ad.pdf \(86 KB\)](#)

[Public Notice.pdf \(37 KB\)](#)

[SFNA Rev. 11-14-18.pdf \(2,748 KB\)](#)

Administrative Content

Executive Content

PUBLIC NOTICE

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

Developer Fee Justification Study

- A. Please take Notice that pursuant to Senate Bill 50, Chapter 407, Statutes 1998, Government Code Sections 65995, 65995.5, 65995.7 and 66001 and related authorities, the Governing Board (Board) of the Rio School District (District) will hold a public hearing on a Resolution adopting the District School Facilities Needs Analysis / District Developer Fee Justification Study (SFNA / DFJS) and Statutory and Level 2 Alternative School Mitigation Fees, at its regular Board meeting of November 14, 2018 at 5:00 pm, held at the Office of Student and Family Support Services at 3300 Cortez Street, Oxnard, CA , 93036; and**
- B. That pursuant to Education Code Section 17620 and related authorities, the Board of Trustees of the District will conduct a public hearing on a Resolution to increase Level 1 Statutory and Level 2 Alternative School Mitigation Fees on Residential and Commercial/ Industrial Development Projects (excluding existing projects and those projects for which Statutory fees have been fully paid), at the District regular Board meeting of November 14, 2018, at 5:00 pm held at the Office of Student and Family Support Services at 3300 Cortez Street, Oxnard, CA , 93036; and**
- C. Commencing on or before October 14 , 2018, and for the next 30 days thereafter, the proposed Resolutions: 1) adopting a SFNA / DFJS in its final form with supporting applicable data and 2) related adoption of Level 2 Alternative School Mitigation Fees and increasing statutory fees for residential and commercial/industrial development projects (excluding existing projects and those projects for which statutory fees have been fully paid) will be available for public review and comment at the District Office located at 2500 E Vineyard Ave #100, Oxnard, CA 93036.**
- D. Prior to acting on the Resolution, the District Board of Education shall respond to written comments received from the public regarding the Developer Fee Justification Study. On or prior to October 14, 2018, the District provided administrative draft copies thereof to the planning departments of the City of Oxnard and Ventura County Planning Departments, or other local planning authorities, which are the jurisdictions responsible for land use planning for territory within the District for their review and comment.**
- E. Any person challenging the adoption of the Developer Fee Justification Study or the continuation of the Level 1 and Level 2 Fee in a court of competent jurisdiction after the conclusion of the public hearing may be limited to only those issues raised at the hearing or in correspondence delivered to the school district prior to the hearing.**
- F. Written requests for more information and other communications shall be in writing addressed to Mr. Wael Saleh, Assistant Superintendent of Business Services, located at 2500 E Vineyard Street, #100, Oxnard, CA 93036, email: wsaleh@rioschools.org phone number: (805) 485-3111.**

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6.2



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.2 Notice of Public Hearing on the School Facilities Needs Analysis and proposed Alternative School Facilities Fees (Level II) on residential and commercial/industrial development, and (2) Adopt Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.
Access	Public
Type	Action
Recommended Action	It is recommended that the Board of Education: (1) Conduct a public hearing on the School Facilities Needs Analysis and proposed Alternative School Facilities Fees (Level II) on residential and commercial/industrial development, and (2) Adopt Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

Public Content

Speaker: Wael Saleh

Rationale:

BACKGROUND:

In accordance with the requirements of Government Code Section 65995.5, the Board shall convene a Public Hearing to receive comments from members of the public regarding the District's notice for proposal for approving the School Facilities Needs Analysis and adopting Alternative School Facilities Fees ("Level II/III Development Fees"). The School Facilities Needs Analysis was completed and made available to the public on October 12, 2018 and the required Notice of Public Hearing ran in the newspaper (both paper and online) classifieds on October 12, 2018 and October 31, 2018.

This hearing allows the public to comment on the School Facilities Needs Analysis and its premise that levying fees to offset the cost of housing students generated by new residential development is justified. After comments are given, the public hearing is closed. The Board of Trustees may then adopt the resolution adopting the School Facilities Needs Analysis and Alternative School Facility Fees. The Alternate No. 2 school Impact mitigation fee would become effective immediately and would remain in effect for a period of one year. The new fee will be \$4.19 per sq. ft. of development.

Notice of this public hearing has been advertised in a local newspaper, as well as posted at the District Office as of October 12, 2018, informing the public of access to the Analysis for review from (October 12, 2018 through November 14, 2018).

[STAR ad.pdf \(86 KB\)](#)

[Public Notice.pdf \(37 KB\)](#)

[SFNA Rev. 11-14-18.pdf \(2,748 KB\)](#)

Administrative Content

Executive Content

PUBLIC NOTICE

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

Developer Fee Justification Study

- A. Please take Notice that pursuant to Senate Bill 50, Chapter 407, Statutes 1998, Government Code Sections 65995, 65995.5, 65995.7 and 66001 and related authorities, the Governing Board (Board) of the Rio School District (District) will hold a public hearing on a Resolution adopting the District School Facilities Needs Analysis / District Developer Fee Justification Study (SFNA / DFJS) and Statutory and Level 2 Alternative School Mitigation Fees, at its regular Board meeting of November 14, 2018 at 5:00 pm, held at the Office of Student and Family Support Services at 3300 Cortez Street, Oxnard, CA , 93036; and**
- B. That pursuant to Education Code Section 17620 and related authorities, the Board of Trustees of the District will conduct a public hearing on a Resolution to increase Level 1 Statutory and Level 2 Alternative School Mitigation Fees on Residential and Commercial/ Industrial Development Projects (excluding existing projects and those projects for which Statutory fees have been fully paid), at the District regular Board meeting of November 14, 2018, at 5:00 pm held at the Office of Student and Family Support Services at 3300 Cortez Street, Oxnard, CA , 93036; and**
- C. Commencing on or before October 14 , 2018, and for the next 30 days thereafter, the proposed Resolutions: 1) adopting a SFNA / DFJS in its final form with supporting applicable data and 2) related adoption of Level 2 Alternative School Mitigation Fees and increasing statutory fees for residential and commercial/industrial development projects (excluding existing projects and those projects for which statutory fees have been fully paid) will be available for public review and comment at the District Office located at 2500 E Vineyard Ave #100, Oxnard, CA 93036.**
- D. Prior to acting on the Resolution, the District Board of Education shall respond to written comments received from the public regarding the Developer Fee Justification Study. On or prior to October 14, 2018, the District provided administrative draft copies thereof to the planning departments of the City of Oxnard and Ventura County Planning Departments, or other local planning authorities, which are the jurisdictions responsible for land use planning for territory within the District for their review and comment.**
- E. Any person challenging the adoption of the Developer Fee Justification Study or the continuation of the Level 1 and Level 2 Fee in a court of competent jurisdiction after the conclusion of the public hearing may be limited to only those issues raised at the hearing or in correspondence delivered to the school district prior to the hearing.**
- F. Written requests for more information and other communications shall be in writing addressed to Mr. Wael Saleh, Assistant Superintendent of Business Services, located at 2500 E Vineyard Street, #100, Oxnard, CA 93036, email: wsaleh@rioschools.org phone number: (805) 485-3111.**

8.4



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	8. Communications
Subject	8.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Master Plan Update
- Del Sol Update

Administrative Content

Executive Content

9.1



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 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: Wael Saleh, Assistant Superintendent of Business Services

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

- Transportation Update

Administrative Content

Executive Content

9.2



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	9. Information
Subject	9.2 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

Administrative Content

Executive Content

10.1



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Second Reading and Final Approval of CSBA Board Policies
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

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.

[FirstRdg101718.pdf \(13,141 KB\)](#)

Administrative Content

Executive Content

10.2



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Approve and Adopt Resolution No. 1819/07 to Increase Statutory Fees on Residential and Commercial, and Industrial Development Projects
Access	Public
Type	Action, Discussion
Fiscal Impact	No
Recommended Action	Staff recommends adoption of Resolution 1819/07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

Public Content

Speaker: Wael Saleh

Rationale:

The Developer Fee Justification Study (Study) provides justification for the Rio School District to levy Level 1 developer fees on new residential, commercial and industrial construction not under mitigation agreement with the District.

Pursuant to Education Code 17620, school districts are authorized to levy fees on new residential and commercial/industrial construction to mitigate the impact of new development on school facilities. These fees are generally referred to as basic statutory fees or Level 1 fees. By statute, the developer fees are capped. The caps are adjusted every two years by the State Allocation Board to account for inflation. In January 2018, the developer fee cap for residential development increased by \$0.31 to \$3.79 per square foot. The cap for commercial/industrial construction was increased by \$0.05 to \$0.61 per square foot. The proportional maximum level of Level 1 for Rio to adopt is 71% of K-12 statutory fees: \$2.69 per sq. ft. residential and \$0.43 per sq. ft commercial / industrial.

The Study demonstrates the relationship between new residential and commercial / Industrial construction and the District's need for new school facilities construction and modernization of existing facilities. This relationship is showing in compliance with the statutory requirements for the collection of Level 1 fees.

Government Code 66016 requires the District to hold a public hearing regarding the developer fees as part of a regularly scheduled Board of Education meeting prior to adopting or increasing such fees. The fees will become effective 60 days after the Board takes action to adopt the fees.

[Resolution Level 1 11-14-18.pdf \(139 KB\)](#)

Administrative Content

Executive Content

RESOLUTION NO. 1819/07

**A RESOLUTION OF THE GOVERNING BOARD OF THE RIO SCHOOL DISTRICT
APPROVING A CHANGE IN STATUTORY SCHOOL FEES IMPOSED ON NEW
RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT
TO EDUCATION CODE 17620 AND GOVERNMENT CODE 65995**

WHEREAS, the Board of Education (Board) of the Rio School District provides for the educational needs for Grades TK-8 students;

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter "fee" or "fees"), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter "development"), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, this Board has previously resolved to levy fees on development projects pursuant to this authority; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased in 2000 and every two years thereafter according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board "SAB" and to become effective at its January meeting; and

WHEREAS, the SAB at its January 24, 2018 meeting, set the maximum fee to \$3.79 per square foot for residential development and to \$0.61 per square foot for commercial/industrial development, as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, The proportional maximum amount of Level 1 fees Rio is authorized to adopt is 71% of K-12 statutory fees: \$2.69 per sq. ft. residential and \$0.43 per sq. ft commercial / industrial.

WHEREAS, the new Fees are an increase of what is currently being collected by Rio School District. A copy of the Study is attached hereto, marked Exhibit "A," and incorporated herein by this reference; and

WHEREAS, new residential and commercial/industrial construction generates additional students for the District's schools and the District is required to provide school facilities to accommodate those students;

WHEREAS, the Board has received and considered a report entitled "Developer Fee Justification Study & School Facilities Needs Analysis" (Study), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship)

between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, all notices of the proposed change in the Statutory School Fees have been given in accordance with applicable law;

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed change in the Statutory School Fees on November 14, 2018; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by this Board as follows:

1. The foregoing recitals are true and correct.
2. This Board approves and adopts the Study and recommendation of the District Superintendent, or designee, to levy fees in the maximum amounts authorized on new residential, commercial and industrial development that occurs within the District, and based upon the Study and recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings:

A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District.

B. The construction or reconstruction of school facilities is necessary to create updated, adequate, appropriate classroom space and academic support facilities for the following reasons:

(1) New residential and commercial and industrial development is projected to occur within the District within the next five years which will generate additional school-aged children.

(2) Additional students projected from new development will impact and increase the need of the District to create updated, adequate, appropriate classroom space and academic support facilities.

(3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be

housed without upgrading existing school facilities, ultimately making reconstruction or modernization of such facilities necessary.

(4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the projected student population.

(5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.

C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District.

D. The District has no, or limited local revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;

E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed.

F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees.

G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:

A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of \$3.79 per square foot of assessable space as such space is defined in Government Code § 65995(b)(1).

B. To levy a fee on categories of new commercial or industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum

amount currently authorized by law of \$0.61 per square foot of chargeable covered and enclosed space as such space is defined in Government Code § 65995(b)(2).

C. The proportional maximum amount of Level 1 fees Rio is authorized to adopt is 71% of K-12 statutory fees: \$2.69 per sq. ft. residential and \$0.43 per sq. ft commercial / industrial.

4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution.

5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping, and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.

8. Pursuant to Government Code section 66001(d), the Superintendent or the District's designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or the District's designee shall report to this Board which shall either make the findings required by

section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).

9. Pursuant to Government Code section 66001(e), the Superintendent or designee, shall advise this board whenever it appears sufficient fees have been collected to complete financing on incomplete public improvements that have been identified in the Study. This board shall then make a determination whether or not sufficient fees have been collected for a particular project, and when a determination is made by this board that sufficient fees have been collected, this Board shall identify, within 180 days of the determination, an approximate date by which the construction of the public improvement will be commenced, or shall refund the fees as provided in said section, unless the provisions of section 66001(f) are deemed to apply.

10. The fees adopted herein are effective sixty (60) days after the approval of this Resolution unless the School Board states this is an urgency due to the significant needs and impacts of the impending new housing developments and there is a 4/5ths majority vote, to cause that the imposition of fees shall take effect thirty (30) days after the date of this Resolution.

11. The Superintendent or the District's designee is hereby authorized and directed to do the following:

A. As required by Government Code § 66006(a), to establish a separate capital facilities fund (herein "Fund") into which the fees received by the District shall be deposited and shall not be commingled with other revenues and funds of the District. The fees, and any interest earned thereon, shall be expended only for the purpose of funding the construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.

B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential and commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.

C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

APPROVED, PASSED and ADOPTED by the Governing Board of the Rio School District on _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Governing Board
Rio School District

ATTEST:

Secretary, Governing Board
Rio School District

10.3



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 Approve and Adopt Resolution Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.
Access	Public
Type	Action
Recommended Action	It is recommended that Resolution School Facilities Needs Analysis and proposed Alternative School Facilities Fees (Level II) on residential and commercial/industrial development, and (2) Adopt Resolution No. 1819/08 Approving the Alternative School Facilities Fees to be Imposed on New Residential and commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

Public Content

Speaker:
Wael Saleh

Rationale:

The School Facilities Needs Analysis was completed and made available to the public on October 12, 2018 and the required Notice of Public Hearing ran in the newspaper (both paper and online) classifieds on October 12, 2018 and October 31, 2018. The Study demonstrates the relationship between new residential and commercial / industrial construction and the District's need for new school facilities construction and modernization of existing facilities. This relationship is showing in compliance with the statutory requirements for the collection of Alternative School Facilities Fees.

The Board of Trustees may adopt the attached resolution adopting the School Facilities Needs Analysis and Alternative School Facility Fees. The Alternate No. 2 school impact mitigation fee would become effective immediately and would remain in effect for a period of one year. The new fee will be \$4.19 per sq. ft. of development.

[FINAL SFNA Report for Board Agenda.pdf \(2,748 KB\)](#)

[Public Notice.pdf \(37 KB\)](#)

[STAR ad.pdf \(86 KB\)](#)

[Resolution Level II No. 1819-08.pdf \(183 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

RESOLUTION NO. 1819/08

A RESOLUTION OF THE BOARD OF EDUCATION OF THE RIO SCHOOL DISTRICT APPROVE A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTNATIVE SCHOOL FACILITY FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 65995.5, 65995.6, AND 65995.7 AND MAKING RELATED FINDINGS AND DETERMINATIONS.

WHEREAS, the Board of Trustees ("Board") of the Rio School District ("District") provides for the educational needs for Grades TK-8 students within the City of Oxnard and portions of the County of Ventura; and

WHEREAS, the Board of the District has previously adopted and the District has imposed statutory school facility fees ("Statutory School Facility Fees" or "Level I Fees") pursuant to Education Code Section 17620 and Government Code Section 65995(b)(1) and (b)(2), and alternative school fee amounts pursuant to Government Code Sections 65995.5 ("Level II Fees") and 65995.7 ("Level III Fees") or (collectively, "Alternative School Facilities Fees" or "ASFF"), but desires to update its ASFF based on a current School Facilities Needs Analysis ("SFNA") and Developer Fee Justification Study ("DFJS") prepared by Sage Realty, LLC in accordance with applicable law; and

WHEREAS, the California Legislature has authorized individual school districts to impose School Facility Fees which may be used to construct or reconstruct school facilities to provide adequate schools to serve new development projects; and

WHEREAS, the Board of the District has previously by Resolution elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 ("SFP") for both modernization and new construction projects, and appointed a representative ("District Representative") for the purpose of requesting an Eligibility Determination ("ED") for funding under the SFP; and

WHEREAS, the District has undertaken a review of eligibility to establish the Alternative Fees;

WHEREAS, the District has met the requirements established by Government Code Section 65995.5; and

WHEREAS, the Governing Board of the District has determined that school facilities will be needed to serve the growing community as new development occurs; and

WHEREAS, overcrowded schools within the District have an impact on the District's ability to provide adequate quality education and negatively impacts the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and

acquisition of Interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board has collected, examined and analyzed written evidence, and has heard and considered evidence and testimony at a duly noticed public hearing regarding the levy and collection of Alternative School Facility Fees as required by statute; and

WHEREAS, the Board has received and considered the SFNA which includes all matters required by applicable law, including an analysis of (a) the purpose of the Alternative School Facility Fees, (b) the use to which the Alternative School Facility Fees are to be put, (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the Alternative School Facility Fees are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Alternative School Facility Fees from new residential construction, (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6(e) a description of the new School Facilities that will be required to serve such students and (f) the present estimated cost of such School Facilities; and

WHEREAS, the SFNA in its final form has been available to the public, for at least thirty (30) days before the Board considered at a public hearing the adoption of the Alternative School Facility Fees; and

WHEREAS, all notices of the SFNA and adoption of Alternative School Facility Fees have been given in accordance with applicable law and copies of the SFNA have been provided thirty (30) days prior to all written requests filed with the District forty- five (45) days prior to a public hearing which was held in a manner required by law at a meeting of the Board of the District relating to the proposed adoption of the SFNA and Alternative School Facility Fees; and

WHEREAS, the SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c); and

WHEREAS, as to the approval of the SFNA and Alternative School Facility Fees, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code may not apply to the preparation, adoption, or update of the SFNA or adoption of this Resolution; and

WHEREAS, there exists in the District accounts for a separate capital facilities account or fund, in accordance with the requirements of Government Code § 66006 into which fees collected pursuant to this Resolution shall be placed; and

WHEREAS, the District desires to approve the SFNA and adopt Alternative School Facility Fees pursuant to Government Code Sections 65995.5 and 65995.7 for the purpose of establishing Alternative School Facility Fees that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b); and

NOW, THEREFORE, the Board has determined the following findings and directs as follows:

- 1. School Facility Needs Analysis / Developer Fee Justification Study:** The Board has conducted a duly noticed public hearing at least forty-five (45) days prior to the Board considering the adoption of the reports, at which it has received and examined the written evidence listed and referred to as the School Facility Needs Analysis / Developer Fee Justification Study, attached as Exhibit A and thereby incorporated herein by reference. The Board also considered any additional oral and written evidence and testimony presented at the hearing. The evidence and testimony supports the findings herein.
 - a. That the public has had the opportunity to review and comment on the SFNA and the Board has responded to any written comments it has received.
 - b. That notice of the time and place of the public hearing to adopt the SFNA included the location and procedure for viewing and requesting a copy of the proposed SFNA and any proposed revision therefore has been published in at least one newspaper of general circulation within the jurisdiction of the District at least thirty (30) days prior to the Hearing.
 - c. That the Board has mailed a copy of the SFNA no less than thirty (30) days prior the Hearing to any person who made a written request forty-five (45) days prior to the hearing.
 - d. That the SFNA was provided to all local agencies responsible for land use planning for review and comment.
 - e. That the Board conducted the required Hearing on November 14, 2018 prior to the adoption of the SFNA and the Alternative School Facilities Fees, at which time all persons desiring to be heard on all matters pertaining to the SFNA were heard and all information presented was duly considered.
- 2. Statutory Requirement Met:** The District met the requirements established by Government Code Section 65995.5.
- 3. School Facilities Fees are Necessary and Reasonable:** Based on any findings and evidence presented to this Board at the hearing and in Exhibit A, this Board adopts the findings and conclusions set forth in Exhibit A as its own and finds each of the following:
 - a. The purpose of levying such fees, charges, dedications or other requirements is to finance the construction and/or reconstruction of school facilities. The proceeds shall also be used for reimbursement of the administrative costs incurred in collecting and repaying fees, charges, dedications and other requirements; and for the costs of performing any study and otherwise making the findings and determinations required by law; as well as any other use permitted by law. Pursuant to Government Code Section 66006, the public facilities to be financed hereby are identified in Exhibit A.

- b. These fees will be used to fund the construction or reconstruction (renovation/modernization) of school facilities that exist or will exist within the District.**
- c. That based on findings determined in the School Facility Needs Analysis / Developer Fee Justification Study, it is necessary for the District to levy a fee on residential, commercial and industrial development projects in order to obtain sufficient funds for the District's local matching share as required by the School Facilities Program SB 50 1998, as amended (Education Code Section 17620 et seq.).**
- d. The amount of fees to be paid pursuant to this Resolution bears a reasonable relationship between the use of the Alternative School Facility Fees and the new residential construction within the District and is limited to the needs of the community for school facilities and is reasonably related, limited to the need for existing or future school facilities caused by residential, commercial or industrial development, and the fees will bring in less than the estimated actual cost of facilities needed resulting from additional residential construction as set forth in the SFNA.**
- e. The amount of fees to be paid pursuant to the Resolution does not exceed the estimated reasonable costs of providing for the construction or reconstruction of school facilities necessitated by the development projects from which fees are collected.**
- f. As determined in the written and oral evidence and testimony, there is a reasonable relationship between the use of the fees, charges, dedications and other requirements and the impacts from the development project on which the fees are imposed; there is a reasonable relationship between the need for the above described school facilities and the impact arising from the type of development project on which the fees, charges, dedications and other requirements are imposed; and there is a reasonable relationship between the amount of the fees, charges, dedications and other requirements and the cost of the public facilities or the portion of the public facilities attributable to the development.**
- g. The SFNA determines the need for additional school facilities for unhoused pupils are attributable to projected enrollment growth from the construction of new residential units over the next five year. This conclusion is based on planning agency information, historical generation rates in Rio of new residential units constructed during the previous five years that are of a similar type to those anticipated to be constructed, and actual growth from new development in the District.**

- h. The reference to fees herein refers to both the fees collected under Government Code Section 65995 *et seq.*, and fees collected as a mitigation measure or condition of a development project involving approvals by governmental agencies.
4. **Exemption from Fees:** The Board recognizes that various categories of residential, commercial, or industrial development, as well as individual development projects, are or will be exempted from fees imposed under Education Code Section 17620 by such statutory provisions as Education Code Sections 17620, 17622, 17625, 17626, Government Code Sections 65996, 65995.1, 65995.2, 66000, 66110, and judicial decisions.
5. **Compliance with Law:** All terms in this Resolution shall be given the definition provided by applicable law. It is the Board's intent that this Resolution complies with Education Code Sections 17620-17626 inclusive; Government Code Sections 65995-66009, inclusive and other applicable law.
6. **Adoption of Alternative Fees:**
- a. Based upon all of the findings contained in this Resolution and the evidence presented to the Board at the hearing and in Exhibit A, this Board hereby levies fees upon any development project within the boundaries of the District at the following amounts:
 - i. Pursuant to Government Code §65995.6, Level 2 fees in the amount of **\$4.19 per square foot of "assessable space"** of all new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code §17625; except adults-only housing as required by law; and
 - ii. That the proceeds of the Alternative School Facility Fees increase and established pursuant to this Resolution shall continue to be deposited into appropriately designated sub-funds, the proceeds of which shall be used exclusively for the purpose for which the Alternative School Facility Fees are to be collected.
 - b. This Board determines that the fees to be levied will be collected for: public Improvements or facilities for which an account has been established and funds appropriated, and for which the Board has adopted a proposed construction schedule or plan. Based on this determination, and pursuant to Section 66007(b) of the Government Code, this Board orders that payment of the fees specified above will be required prior to issuance of a building permit.
7. **Superintendent Authorized to Take Necessary & Appropriate Action:** The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

- a. The Superintendent shall cause the fee to be collected prior to the issuance of a building permit by the City of Oxnard and Ventura County, or other applicable local planning authorities, and that the Superintendent is further authorized and directed to adopt appropriate administrative procedures for the collection of the fee, and the certification to the City of Oxnard and Ventura County, or other local planning authorities that the fee has been paid.
 - b. The Superintendent is hereby authorized and directed to transmit certified copies of this Resolution to the City of Oxnard, Ventura County, and other applicable local planning authorities.
 - c. The Superintendent is authorized to cause a Certificate of Compliance to be issued for each construction project, mobile home and manufactured home for which there is a compliance with the requirement for payment of the Alternative School Facility Fee in the amount specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Alternative School Facility Fees for a construction project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the construction project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate City(ies) or County shall be so notified.
- 8. Resolution Does Not Limit Board Authority:** Nothing herein shall preclude satisfaction of the requirement of payment set forth above by dedication of land on terms acceptable to the Board; or preclude acceptance by the Board of fees, charges, or land whose value exceeds that required by this Resolution. In the absence of any such agreement to accept a dedication of land, the above amounts shall be collected in the form of fees, charges, or other requirements. Nothing herein shall be interpreted to preclude the District from taking any other action, including but not limited to levying any other fee, charge or requirement of dedication of land, or from requesting the City or County from levying a fee, charge mitigation measure or other requirement which the District determines is necessary to provide school facilities which meet the needs of the District, its students and the community. In no event shall the District's share of such fees exceed the maximum amount that can be justified under Exhibit A. The District expressly makes the findings set forth herein for all additional fees, charges, mitigation measures or other requirements referenced herein.
- 9. Existing Mitigation Agreements Remain:** That no statement or provision set forth in this Resolution or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.
- 10.** If any portion or provision hereof in this Resolution is held invalid, the remainder hereof is intended to be and shall remain valid.

11. Effective Date: The Alternative School Facilities Fees shall take effect immediately after adoption of this Resolution and shall be in effect for one year.

AND BE IT FURTHER RESOLVED, that the District's administration is authorized to make expenditures and to incur obligations of the fees for purposes authorized by law.

We hereby certify that the foregoing RESOLUTION was duly passed and adopted by the above Governing Board at a regularly scheduled Board meeting held on November 14, 2018, by the following vote on roll call:

AYES:

NOES:

ABSENT:

President

Clerk

10.4



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 eRate RFP for Cabling Replacement/Upgrade
Access	Public
Type	Action
Preferred Date	Nov 14, 2018
Absolute Date	Nov 14, 2018
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Staff recommends approval of submitting an RFP for network cable replacement and upgrade for Rio del Norte, Rio Plaza, Rio Real, Rio del Valle, Rio Lindo and Rio Rosales.
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Speaker:
Jarkko Mylläri

Rationale:

To better utilize the district network equipments capacity, the older generation network cables need to be replaced. New cable needs to be updated in terms of capacity and condition. The older cables are coming to the end of their lifecycle, and are producing manual maintenance and replacement work, which can be anticipated to increase and to cause outages at the sites in question. Replacing the CAT5 cables with CAT6 standard ones will resolve issues of both the capacity and condition.

Administrative Content

Executive Content

10.5



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.5 eRate RFP for new Firewall
Access	Public
Type	Action
Preferred Date	Nov 14, 2018
Absolute Date	Nov 14, 2018
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Staff recommends approval of doing an RFP for a new firewall for Rio School District
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Speaker: Jarkko Mylläri

Rationale:

To improve district's network performance and to prepare for potential changes in both the demands towards Rio internal network capacity (e.g. increasing use of online video-based learning approaches and materials) and improvements in network connectivity via partners such as VCOE, technology services recommends approval of an eRate RFP for a new, more powerful firewall.

Administrative Content

Executive Content

11.2



Agenda Item Details

Meeting Nov 14, 2018 - RSD Regular Board Meeting

Category 11. Consent

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

Access Public

Type Minutes

Minutes [View Minutes for Oct 17, 2018 - RSD Regular Board Meeting](#)

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
October 17, 2018
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

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

1. Open Session 5:00 p.m.

1.1 Call to Order

President Eisenhauer opened the meeting at 5:00 p.m.

1.2 Pledge of Allegiance

President Eisenhauer led the flag salute.

1.3 Moment of Silence

Superintendent Puglisi asked for a moment of silence to honor Ms. Carole Olsen-Bryant who passed away recently.

1.4 Roll Call

Trustee Torres called the roll, President Eisenhauer, and Trustees Torres and Balderrama were present. Trustee Esquivel arrived at 5:05 p.m. and Trustee Martinez-Cortes arrived at 5:07 p.m.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

There were no corrections to the agenda.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Rosa Balderrama

Not Present at Vote: Edith Martinez-Cortes, Joe Esquivel

3. Public Comment-Closed Session

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

There were no public comments on closed session items. President Eisenhower adjourned the meeting into closed session at 5:06 p.m.

4. Closed Session

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

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

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

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

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

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

5.1 Report of Closed Session

President Eisenhower reconvened the meeting at 6:10 p.m.

The following action took place in closed session:

By a vote of 5-0 the Governing Board took action to approve the settlement agreements for OAH cases 2018060375 and 2018070234.

6. Presentations/Recognitions

6.1 Rio Vista ASB Student Presentation

Mr. Matthew Klinefelter, Principal of Rio Vista, presented Mr. Eric Ericson, teacher at Rio Vista, who provided the board with student activities at Rio Vista.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

7.2 Board Member Reports

Board member reports were heard from Trustee Balderrama.

7.3 Organizational Reports-RTA/CSEA/Other

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

7.4 Superintendent Report

Superintendent Puglisi provided an update on the following:

- Rio del Sol Update
- Master Plan Update
- District Office Relocation
- Enrollment/Attendance/Suspensions/Transfers
- CAASSPP

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 from the public.

8. Information

8.1 Educational Services Report

Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, provided an update on the Local Indicators by Priority and CAASPP.

8.2 First Reading of CSBA Board Policies

Superintendent Puglisi stated the policies presented have been vetted thru CSBA to be in accordance with the changes in the laws and by administrators. These policies will be brought in November for action.

9. Discussion/Action

9.1 Approval of Agreement for Purchase and Sale and Escrow instructions for the Acquisition of 1800 Solar Drive Oxnard CA with Oxnard Union High School District

Motion to approve the Resolution with a revised version of the purchase agreement submitted to the board today with copies available to the public at this meeting, with the revisions being the deletion of a provision in section 4 (b) allowing the district to extend due diligence and an additional 30 days; minor changes to section 6 (1) (2), pg. 10 regarding taxes; and minor proofreading edits.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9.2 Approval of Second Modification Agreement to Promissory Note with 2714 E. Vineyard Avenue, LLC

Motion to approve the second modifications agreement, with a revised version submitted to the board today with copies available to the public at this meeting, with the revision being the addition of the words "at least" to section 3 of the agreement so it now reads "at least 50% of the water allocation".

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

9.3 Parking Lot Lease Agreement with Southern California Conference of Seventh-Day Adventists

This item is for information only. It will be brought back for approval in the future.

9.4 Approval to Purchase Winsor Learning Sunday System 1 and 2 to Include Professional Development

Staff recommends board approval of Winsor Learning Sunday System.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9.5 Approval of the Variable Term Waiver

It is recommended the board take action and approve the Variable Term Waiver as presented.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9.6 Approval to attend AVID Summer Institute 2019
Staff recommends board approval AVID summer institute travel.

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

9.7 Approval of eSpark Learning - Frontier Pilot Proposal
Staff recommends board approval eSpark Learning Pilot Proposal for 10,000.00

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

9.8 Approval of the Rio School District Aims FY 2018/2019
Staff recommends approval of the Rio School District Aims FY 2018/2018

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

10. Consent

10.1 Approval of the Consent Agenda
Staff recommends approval as presented.

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

10.2 Approval of the Minutes of the Regular Meeting September 19, 2018
Resolution: Staff recommends approval of the Minutes of the Annual Organization Meeting December 7, 2016

10.3 Approval of Donation Report

10.4 October 2018 Personnel Report

10.5 Ratification of the Commercial Warrant

10.6 18/19 Rio Rosales Bell Schedule

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

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: November 14, 2018

12. Adjournment 12.1 Adjournment

President Eisenhaur adjourned the meeting at 9:20 p.m.

Approved on this 12th day November, 2018.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

11.3



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.3 Approval of Donation Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the Donation Report

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio Rosales	Your Cause	Incentives	\$2.00
Rio Del Valle	Custom Sports	Incentives	\$130.10

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.

11.4



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.4 Ratification of the Commercial Warrant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,730,887.31
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period October 8, 2018, through November 2, 2018.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$2,730,887.31 which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$1,508,343.99
Fund 130 Cafeteria Fund	\$212,980.58
Fund 211 Building Fund	\$983,699.86
Fund 251 Capital Facilities - Residential	\$166.50
Fund 490 Capital Project Funds for Blen	\$27,033.19
Less Unpaid Tax Liability	<u>-\$1,336.81</u>
Total:	\$2,730,887.31

[Commercial Warrant.pdf \(634 KB\)](#)

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.

ReqPay12a

Board Report

Checks Dated 10/08/2018 through 11/02/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031447	10/08/2018	Rickey Koga	010-8699		50.00
5009031448	10/08/2018	Rickey Koga	010-8699		150.00
5009031449	10/08/2018	Yessenia Viera	010-8699		15.45
5009031450	10/08/2018	Lupe Sandoval	010-4300		14.97
5009031451	10/08/2018	Katherine E. Montecino	010-5200		333.66
5009031452	10/08/2018	Marissa Ruelas	010-5200		27.47
5009031453	10/08/2018	Robert W. Gwynn	010-5200		193.58
5009031454	10/08/2018	AMAZON.COM CORPORATE CREDIT	010-4200	36.88	
			010-4300	5,534.70	5,571.58
5009031455	10/08/2018	Aswell Trophy	010-4300		677.32
5009031456	10/08/2018	C & M AUTO TRUCK ELECTRIC	010-5810		1,288.54
5009031457	10/08/2018	Triad Sports Group, LLC DBA Bownet Sports, ICE20	010-4300		1,288.96
5009031458	10/08/2018	SOUTHERN CALIF. EDISON	010-5520		29,905.79
5009031459	10/08/2018	Frontier Communications	010-5800		58.71
5009031460	10/08/2018	Gander Publishing	010-4300		161.75
5009031461	10/08/2018	Mind Research Institute	010-5800		14,014.00
5009031462	10/08/2018	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	1,043.83	
			Unpaid Tax	75.08-	968.75
5009031463	10/08/2018	OXNARD AUTO ELECTRIC	010-4360		564.49
5009031464	10/08/2018	CITY OF OXNARD	010-5540		6,748.69
5009031465	10/08/2018	PRINTECH	010-9320		1,317.57
5009031466	10/08/2018	Quick-Deck Inc.	010-5600		604.48
5009031467	10/08/2018	REALLY GOOD STUFF	010-4300		78.49
5009031468	10/08/2018	RENAISSANCE LEARNING INC.	010-5800		4,395.00
5009031469	10/08/2018	RIO PLAZA WATER COMPANY #518	010-5540		4,668.57
5009031470	10/08/2018	Rochester 100 Inc	010-4300	860.65	
			Unpaid Tax	61.90-	798.75
5009031471	10/08/2018	Scholastic Classroom Magazine	010-4300		379.50
5009031472	10/08/2018	Scholastic Inc.	010-5800		630.17
5009031473	10/08/2018	SCHOOL NURSE SUPPLY, INC.	010-4300		1,543.47
5009031474	10/08/2018	SCHOOL SPECIALTY	010-4300		174.83
5009031475	10/08/2018	Pacific OneSource, Inc STS education	211-6400		97,563.75
5009031476	10/08/2018	SUNESYS QUANTA RECEIVABLES LP	010-5800		2,383.54
5009031477	10/08/2018	SUPER DUPER PUBLICATIONS	010-4300	2,120.92	
			Unpaid Tax	152.55-	1,968.37
5009031478	10/08/2018	SYSCO VENTURA	130-4710		88,792.65
5009031479	10/08/2018	Time For Kids	010-4300		1,277.10
5009031480	10/08/2018	Tugg, Inc	010-4300		110.00
5009031481	10/08/2018	UCSB MATHEMATICS PROJECT TRACEY GOSS	010-9510		500.00
5009031482	10/08/2018	U.S. Bank Corporate Payment Systems	010-4300		95.36
5009031483	10/08/2018	USI	010-4300		50.10
5009031484	10/08/2018	Varidesk, LLC	010-4400		964.37

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Checks Dated 10/08/2018 through 11/02/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031485	10/08/2018	Vocabulary Spelling City, Inc.	010-5800		905.25
5009031486	10/08/2018	VAVRINEK, TRINE, DAY & CO, LLP	010-5803	400.00	
			010-8510	2,600.00	3,000.00
5009031487	10/08/2018	WORTHINGTON DIRECT, INC.	010-4300	15,176.58	
			Unpaid Tax	926.13-	14,250.45
5009031488	10/08/2018	Western Psychological Services	010-4300		2,207.79
5009031489	10/08/2018	XEROX CORPORATION	010-5612	9,224.53	
			130-5612	161.75	9,386.28
5009031490	10/09/2018	Mario A. Lopez	010-8689		2,962.79
5009031491	10/09/2018	Patricia Cabrera	010-4300		100.00
5009031492	10/09/2018	Matthew Klinefelter	010-4300		119.79
5009031493	10/09/2018	Krista Roque	010-4300		56.34
5009031494	10/09/2018	Airgas West	010-4400		1,154.00
5009031495	10/09/2018	ALL-PHASE ELECTRIC SUPPLY	010-4300		85.98
5009031496	10/09/2018	Amerigas	010-4300		124.62
5009031497	10/09/2018	Assistance League School	010-5100	9,369.23	
			010-5800	2,230.77	11,600.00
5009031498	10/09/2018	BARON INDUSTRIES	010-4300		412.76
5009031499	10/09/2018	Bus West	010-4300		279.88
5009031500	10/09/2018	CCP Industries	010-4300		152.40
5009031501	10/09/2018	City Of Oxnard-City Treasurer	010-5561		33.91
5009031502	10/09/2018	Ewing Irrigation Products Inc	010-4360		699.09
5009031503	10/09/2018	Fence Factory	010-5610	2,105.00	
			010-5630	1,047.96	3,152.96
5009031504	10/09/2018	FGL Environmental	010-5800		84.00
5009031505	10/09/2018	FRANKLIN TRUCK PARTS, INC.	010-4300		206.24
5009031506	10/09/2018	GIBBS INTERNATIONAL	010-4300		1,779.90
5009031507	10/09/2018	Golden State Alarms, Inc.	010-5800		4,985.00
5009031508	10/09/2018	Grainger	010-4300	7,118.73	
			010-4325	615.06	
			010-4360	63.07	
			130-4300	31.36	7,828.24
5009031509	10/09/2018	Green Thumb Nursery	010-4360		777.09
5009031510	10/09/2018	HAROLD'S FAST ROOTER & PLUMBING	010-5610		5,822.00
5009031511	10/09/2018	Imagine Learning, Inc.	010-5800		24,000.00
5009031512	10/09/2018	JOHNSTONE SUPPLY	010-4300		1,939.22
5009031513	10/09/2018	GREEN TREE CARE	010-5800		585.00
5009031514	10/09/2018	MAXIM STAFFING SOLUTIONS	010-5800		4,484.00
5009031515	10/09/2018	OFFICE DEPOT	010-4300	3,473.76	
			130-4300	1,298.25	4,772.01
5009031516	10/09/2018	SC FUELS	010-4300	2,072.20	
			010-4360	252.40	
			130-4300	134.42	2,459.02
5009031517	10/09/2018	SYSCO VENTURA	130-4710		2,039.23
5009031518	10/09/2018	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-8689		322.00

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Board Report

Checks Dated 10/08/2018 through 11/02/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031519	10/09/2018	YAMA LAWMOWER REPAIR	010-4360	439.52	
			010-5610	176.01	615.53
5009031520	10/11/2018	Mindy Martinez	010-8699		28.37
5009031521	10/11/2018	Kenneth J. Henschel	130-4710		51.83
5009031522	10/11/2018	Matthew Klinefelter	010-4300		72.00
5009031523	10/11/2018	Ralph Cordova	010-4300		288.84
5009031524	10/11/2018	Arianna Lopez-Castellanos	010-5300		155.00
5009031525	10/11/2018	A4E	010-5800		2,268.48
5009031526	10/11/2018	MRS FIGS BOOKWORM	010-4300		146.45
5009031527	10/11/2018	Californians Together	010-5200		675.00
5009031528	10/11/2018	Contract Paper Group, Inc.	010-9320		22,799.47
5009031529	10/11/2018	Diane DeLaurentis	010-5800		850.00
5009031530	10/11/2018	Driftwood Dairy	130-4710		25,420.66
5009031531	10/11/2018	E J Harrison & Sons	010-5560		101.93
5009031532	10/11/2018	SOUTHERN CALIF. EDISON	010-5520		20,037.59
5009031533	10/11/2018	FERGUSON FACILITIES SUPPLY	010-8102	99.94	
			010-8202	6,662.37	6,762.31
5009031534	10/11/2018	THE GAS COMPANY	010-5530		260.84
5009031535	10/11/2018	John Gosnell DBA Gforce Printing	010-5800		5,119.32
5009031536	10/11/2018	GOLDEN STATE SYSTEMS	010-4300		516.93
5009031537	10/11/2018	VCOE GRAPHICS CENTER	010-5800		614.90
5009031538	10/11/2018	GREATAMERICA FINANCIAL SVCS	010-5610		286.57
5009031539	10/11/2018	HOME DEPOT CREDIT SERVICES	010-4300	4,523.65	
			010-4335	366.22	
			010-4360	1,359.79	6,269.66
5009031540	10/11/2018	INSTRUMENTAL MUSIC VENTURA	010-4300	387.15	
			010-5613	312.00	699.15
5009031541	10/11/2018	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		12.00
5009031542	10/11/2018	Newsela, Inc	010-5800		5,000.00
5009031543	10/11/2018	OFFICE DEPOT	010-4300		4,963.80
5009031544	10/11/2018	CITY OF OXNARD	010-5540		7,453.72
5009031545	10/11/2018	Professional Security Guard	211-5800		15,900.00
5009031546	10/11/2018	Tri County Power Washing	010-5610		4,500.00
5009031547	10/11/2018	UNITED WATER CONSERVATION DIST.	010-5540		1,858.86
5009031548	10/11/2018	U.S. Bank Corporate Payment Systems	010-4300	12,070.05	
			010-5200	5,035.47	
			010-5600	623.28	
			010-5800	29.00	
			130-4300	981.53	18,739.33
5009031549	10/11/2018	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5800		1,108.25
5009031550	10/11/2018	VAVRINEK, TRINE, DAY & CO, LLP	010-5800		2,095.81
5009031551	10/15/2018	Robert W. Guynn	010-4300		60.33
5009031552	10/15/2018	Robert J. Guynn Jr.	010-5200		39.35

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Checks Dated 10/08/2018 through 11/02/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031553	10/15/2018	Airgas West	010-4400		79.74
5009031554	10/15/2018	CALIFORNIA LUTHERAN UNIVERSITY	010-5800		725.00
5009031555	10/15/2018	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		215.00
5009031556	10/15/2018	Office of the District Attorney	010-5800		3,672.46
5009031557	10/15/2018	Dominos Pizza	130-4710		807.50
5009031558	10/15/2018	Driftwood Dairy	130-4710		545.75
5009031559	10/15/2018	Earth Systems Consultants	211-6280		10,059.06
5009031560	10/15/2018	FARMER JON'S JONS	010-5800		880.00
5009031561	10/15/2018	Freedom Writers Foundation	010-5800		3,663.62
5009031562	10/15/2018	Fry's Electronics customer #70893	010-4300		591.07
5009031563	10/15/2018	HARRIS WATER CONDITIONING	010-5540		30.00
5009031564	10/15/2018	KENCO CONSTRUCTION SERVICES	211-6245		13,800.00
5009031565	10/15/2018	Kimball Midwest	010-4300		4,093.72
5009031566	10/15/2018	Michael Lorimer	010-5800		3,695.19
5009031567	10/15/2018	OFFICE DEPOT	010-4300		11,770.52
5009031568	10/15/2018	CITY OF OXNARD	010-5540		2,580.38
5009031569	10/15/2018	PARADIGM HEALTHCARE SERVICES	010-5800		91.05
5009031570	10/15/2018	Ron Obrien Bee Specialist	010-5800		400.00
5009031571	10/15/2018	Ventura County Office of Education	010-5100	32,253.70	
			010-5800	2,682.35	34,936.05
5009031572	10/16/2018	Rebecca Rocha	010-4300		116.92
5009031573	10/16/2018	Krista Roque	010-4300		56.90
5009031574	10/16/2018	Ryan Emery	010-4300		50.85
5009031575	10/16/2018	AMERICAN BUILDING COMFORT	010-5810		1,551.71
5009031576	10/16/2018	BC Rincon Construction	010-5810		35,839.95
5009031577	10/16/2018	Bus West	010-4300		990.76
5009031578	10/16/2018	CALIFORNIA LUTHERAN UNIVERSITY	010-5800		7,800.00
5009031579	10/16/2018	COGGS TIRE SERVICE	010-5810		46.72
5009031580	10/16/2018	Dominos Pizza	130-4710		168.00
5009031581	10/16/2018	Fry's Electronics customer #70893	010-4300		507.76
5009031582	10/16/2018	John Gosnell DBA Gforce Printing	010-5800		1,438.54
5009031583	10/16/2018	GIBBS INTERNATIONAL	010-4300	43.64	
			010-5810	10,087.16	10,130.80
5009031584	10/16/2018	Grainger	010-4300		42.28
5009031585	10/16/2018	Green Thumb Nursery	010-4360		671.94
5009031586	10/16/2018	GREEN TREE CARE	010-5800		3,385.00
5009031587	10/16/2018	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5812		1,106.87
5009031588	10/16/2018	KONICA MINOLTA PREMIER FINANCE	010-5812		482.82
5009031589	10/16/2018	MAXIM STAFFING SOLUTIONS	010-5800		1,608.00
5009031590	10/16/2018	MWG MESTMAKER & ASSOCIATES	010-5450		160.00
5009031591	10/16/2018	MONTGOMERY HARDWARE CO.	010-4335		1,542.85
5009031592	10/16/2018	OFFICE DEPOT	010-4300		34,382.15

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Board Report

Checks Dated 10/08/2018 through 11/02/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031593	10/16/2018	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		2,868.00
5009031594	10/16/2018	Broadview Networks Cancelled on 10/19/2018	Cancelled		45.86 *
5009031595	10/16/2018	WINZER	010-4300		898.58
5009031596	10/18/2018	Josh Steiner	010-4300		2,454.58
5009031597	10/18/2018	Adriana Del Toro	130-4305		250.00
5009031598	10/18/2018	A4E	010-5800		5,168.77
5009031599	10/18/2018	Diane DeLaurantis	010-5800		1,250.00
5009031600	10/18/2018	HARRIS WATER CONDITIONING	010-5540		47.41
5009031601	10/18/2018	William Venegas Hip Hop Mindset	010-5800		3,290.00
5009031602	10/18/2018	INSTRUMENTAL MUSIC VENTURA	010-4300		5,854.72
5009031603	10/18/2018	Blaine Kutin	010-5800		908.84
5009031604	10/18/2018	Myers, Widders, Gibson, Jones	010-5802	2,519.92	
			211-5802	8,288.00	
			251-5802	166.50	10,974.42
5009031605	10/18/2018	Nee Quaison Sackey	010-5800		3,474.39
5009031608	10/18/2018	CITY OF OXNARD	010-5540		5,087.87
5009031607	10/18/2018	MyprintXpress	010-4300	198.02	
			Unpaid Tax	13.02-	186.00
5009031608	10/18/2018	Sports Zone Imaging	010-4300		869.76
5009031609	10/18/2018	Steve Sunnarborg	010-5613	352.39	
			010-5800	2,422.61	2,775.00
5009031610	10/18/2018	TELCOM, INC	010-4300		6,238.73
5009031611	10/18/2018	THE BERRY MAN, INC.	130-4710		48,571.45
5009031612	10/18/2018	Traffic Technologies, LLC	010-4300		828.36
5009031613	10/18/2018	Turf Star, Inc.	010-4360		685.00
5009031614	10/18/2018	Ventura County Office of Education	010-5200		100.00
5009031615	10/22/2018	Lawrence I. Kelman	010-4300		80.67
5009031616	10/22/2018	Jenise A. Buckenberger	130-4300		88.92
5009031617	10/22/2018	Cesar Rosales	010-4300		14.25
5009031618	10/22/2018	Carolyn A. Bernal	010-4300		41.80
5009031619	10/22/2018	Robert W. Guynn	010-4300		348.00
5009031620	10/22/2018	Ignacio Mendoza III	010-4300		96.98
5009031621	10/22/2018	Courtney A. Downing	010-4300		135.60
5009031622	10/22/2018	Sara C. Dowey	010-5200		458.74
5009031623	10/22/2018	A4E	211-6219		89,903.60
5009031624	10/22/2018	Assistance League School	010-5100	10,500.00	
			010-5800	2,500.00	13,000.00
5009031625	10/22/2018	JOHN DEERE FINANCIAL	010-4360		788.24
5009031626	10/22/2018	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		180.00
5009031627	10/22/2018	CULVER-NEWLIN, INC.	211-6400		33,821.23
5009031628	10/22/2018	E J Harrison & Sons	010-5580		250.68
5009031629	10/22/2018	Earth Systems Consultants	211-6280		3,504.00
5009031630	10/22/2018	Friends of the S.C. River	010-5200		150.00
5009031631	10/22/2018	Frontier Communications	010-5900	280.97	

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Checks Dated 10/08/2018 through 11/02/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031631	10/22/2018	Frontier Communications	211-6400	454.76	735.73
5009031632	10/22/2018	HARRIS WATER CONDITIONING	010-5540		30.00
5009031633	10/22/2018	ID WHOLESALER	010-5800		199.00
5009031634	10/22/2018	SC FUELS	010-4300	2,193.17	
			010-4360	239.87	
			130-4300	201.10	2,634.14
5009031635	10/22/2018	SISC FINANCE	010-9516	7,892.78	
			010-9534	551,071.30	
			010-9537	28,156.72	585,120.80
5009031636	10/22/2018	United Site Services	211-6275	5,158.92	
			211-9510	97.66	5,256.58
5009031637	10/22/2018	U.S. Bank Corporate Payment Systems	010-4300	399.40	
			010-5800	518.90	918.30
5009031638	10/22/2018	Ventura County Office of Education	010-4300		727.31
5009031639	10/22/2018	VAVRINEK, TRINE, DAY & CO, LLP	010-5803		1,000.00
5009031640	10/25/2018	Mary F. Orleans	010-4300		64.71
5009031641	10/25/2018	Ralph Cordova	010-4300		153.34
5009031642	10/25/2018	Wael A. Saleh	010-5200		688.70
5009031643	10/25/2018	Abdelleif Enterprises	211-6201		70,848.85
5009031644	10/25/2018	BrightBytes, Inc.	010-5800		8,256.43
5009031645	10/25/2018	Chanel Islands Roofing, Inc.	211-6201		19,215.65
5009031646	10/25/2018	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		150.00
5009031647	10/25/2018	Diane DeLaurantis	010-5800		800.00
5009031648	10/25/2018	DeVries Construction	211-6201		95,146.84
5009031649	10/25/2018	E J Harrison & Sons	010-5560		7,066.75
5009031650	10/25/2018	SOUTHERN CALIF. EDISON	010-5520		6,005.50
5009031651	10/25/2018	Fence Factory	211-6201		17,100.00
5009031652	10/25/2018	Floored Tile & Stone, Inc	211-6201		35,627.85
5009031653	10/25/2018	THE GAS COMPANY	010-5530		521.08
5009031654	10/25/2018	HARRIS WATER CONDITIONING	010-5540		18.75
5009031655	10/25/2018	K & Z Cabinet Cpo. Inc.	211-6201		39,405.15
5009031656	10/25/2018	Medcorp Distributing Inc	211-5800		7,000.00
5009031657	10/25/2018	Newsela, Inc	010-5800		33,000.00
5009031658	10/25/2018	OFFICE DEPOT	010-4300		9,032.83
5009031659	10/25/2018	P & R Paper Supply Co., Inc.	130-9320		24,248.52
5009031660	10/25/2018	Pierre Landscapes, Inc	211-6201		47,123.23
5009031661	10/25/2018	Preferred Ceilings	211-6201		6,972.05
5009031662	10/25/2018	Tri County Bread Service	130-4710		11,114.88
5009031663	10/25/2018	Rotary Club	010-5300		388.00
5009031664	10/25/2018	Sam's Club Direct	010-4300	166.50	
			130-4300	154.40	
			130-4710	208.54	529.44
5009031665	10/25/2018	SC FUELS	010-4300	2,104.99	
			010-4360	380.52	2,485.51
5009031666	10/25/2018	Scholastic Classroom Magazine	010-4300		472.45

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

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Board Report

Checks Dated 10/08/2018 through 11/02/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031667	10/25/2018	Standard Drywall, Inc.	211-6201		178,984.37
5009031668	10/25/2018	STEVENSON'S RESTAURANT EQUIP.	130-4300		291.10
5009031669	10/25/2018	SYSCO VENTURA	010-4300		1,009.31
5009031670	10/25/2018	TAFT ELECTRIC	211-6102	1,735.65	
5009031671	10/25/2018	THE BERRY MAN, INC.	211-6201	158,908.36	160,644.01
5009031672	10/25/2018	Valencia Sheet Metal, Inc.	130-4710		1,104.15
5009031673	10/25/2018	VENTURA REFRIGERATION SALES & SERVICE	211-6201		40,480.88
5009031674	10/29/2018	Carmen Veequez	130-5600		2,083.38
5009031675	10/29/2018	Maria M. Hernandez	010-4300		39.06
5009031676	10/29/2018	Robert W. Gwynn	010-4300		71.99
5009031677	10/29/2018	Jeannette D. Smith	010-4300		294.43
5009031678	10/29/2018	Jorge Napoles	010-4300		123.20
5009031679	10/29/2018	Marcela J. Ortiz	010-4300		90.20
5009031680	10/29/2018	Arel G. Cruz	010-5200		54.50
5009031681	10/29/2018	Ralph Cordova	010-5200		40.12
5009031682	10/29/2018	Wael A. Saleh	010-4300		85.95
5009031683	10/29/2018	AUTO CITY GLASS	010-4300		114.76
5009031684	10/29/2018	BARON INDUSTRIES	010-5610		349.60
5009031685	10/29/2018	CCP Industries	010-4300		464.95
5009031686	10/29/2018	CITY OF OXNARD RECREATION SERVICES	010-4300		932.67
5009031687	10/29/2018	CALIFORNIA LUTHERAN UNIVERSITY	010-5800		360.00
5009031688	10/29/2018	COASTAL-PIPCO	010-5800		2,800.00
5009031689	10/29/2018	COGGS TIRE SERVICE	010-4300		607.33
5009031690	10/29/2018	City Of Oxnard-City Treasurer	010-5610		49.09
5009031691	10/29/2018	SOUTHERN CALIF. EDISON	010-5561		61.70
5009031692	10/29/2018	Fry's Electronics customer #70693	010-5520		3,376.12
5009031693	10/29/2018	THE GAS COMPANY	010-4300		709.43
5009031694	10/29/2018	IDENT-A-KID	010-5530		788.52
5009031695	10/29/2018	Kevin Daisy	010-5800		835.00
5009031696	10/29/2018	LAZEL	010-5800		3,086.61
5009031697	10/29/2018	MAXIM STAFFING SOLUTIONS	010-5800	202.26	
5009031698	10/29/2018	McCARTY & SON'S TOWING	010-5100	11,128.00	11,330.26
5009031699	10/29/2018	Mobile Mini Inc.	010-5800		125.00
5009031700	10/29/2018	Moxi, The Wolf museum of Exploration & Innovation	010-5800		878.27
5009031701	10/29/2018	My Print Xpress	010-5800		180.00
5009031702	10/29/2018	NASP	010-4300	173.31	
5009031703	10/29/2018	Nee Qualson Sackey	Unpaid Tax	11.63-	161.68
5009031704	10/29/2018	O'Reilly Auto Parts	010-5300		210.00
			010-5800		3,062.69
			010-4300		8,296.71

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Checks Dated 10/08/2018 through 11/02/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031705	10/29/2018	Pacific Earth Resources DBA Pacific Sod	010-4360		179.90
5009031706	10/29/2018	PARADISE CHEVROLET	010-4300		399.75
5009031707	10/29/2018	PARKHOUSE TIRE, INC.	010-5810		4,220.32
5009031708	10/29/2018	Pioneer Chemical Co	010-4325	4,788.15	
			010-4400	711.31	
			010-6400	151.18	5,848.64
5009031709	10/29/2018	PRAXAIR DISTRIBUTION INC	010-4300		355.35
5009031710	10/29/2018	PRINTECH	010-9320		1,546.43
5009031711	10/29/2018	Remind101, Inc	010-5800		4,500.00
5009031712	10/29/2018	REPUBLIC ELEVATOR COMPNAV	010-5620		566.84
5009031713	10/29/2018	Hakar Rivera	010-5800		2,200.00
5009031714	10/29/2018	Ron O'Brien dba Bee Specialist	010-5620		625.00
5009031715	10/29/2018	SAFETY-KLEEN, INC.	010-5800		410.64
5009031716	10/29/2018	Salinas Tree Service	010-5620	5,250.00	
			010-5800	1,750.00	7,000.00
5009031717	10/29/2018	Sam's Club Direct	010-4300		290.14
5009031718	10/29/2018	SERVICE PRO-FIRE PROTECTION	010-5800		1,895.00
5009031719	10/29/2018	Signarama	010-4300		141.67
5009031720	10/29/2018	Smith Pipe & Supply	010-4300	121.84	
			010-4380	494.38	616.22
5009031721	10/29/2018	Southwest School & Office Supply	010-4300	903.32	
			010-4325	3,251.25	
			010-9320	2,934.33	7,088.90
5009031722	10/29/2018	Tax Deferred Services Corporate Office Suite 209	010-9539		95,193.00
5009031723	10/29/2018	TELCOM, INC	010-4300		863.92
5009031724	10/29/2018	Traffic Technologies, LLC	010-4300		726.55
5009031725	10/29/2018	Turf Star, Inc.	010-4360		9,991.46
5009031726	10/29/2018	VC Metals Inc	010-4300		555.67
5009031727	10/29/2018	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5800		240.00
5009031728	10/29/2018	Velocity Truck Center	010-4300	439.60	
			010-5620	6,066.97	6,506.57
5009031729	10/29/2018	Ventura County Office of Education	010-5800		130.00
5009031730	10/29/2018	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		3,894.00
5009031731	10/30/2018	United of Omaha Life Ins. Co.	010-9534		2,121.06
5009031732	10/30/2018	State Board Of Equalization Fuel Taxes Division	010-5800		36.90
5009031733	10/30/2018	Sandra VonCannon-Legaspi	010-4300		99.92
5009031734	10/30/2018	Robert W. Gynn	010-5800		96.00
5009031735	10/30/2018	2500 Vineyard Ave, LLC c/o Essex Realty Management	490-5600		19,533.19
5009031736	10/30/2018	CABE Ventura County Chapter Attn Soledad Molinar	010-5200		1,750.00
5009031737	10/30/2018	CADA Central	010-5200		40.00

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

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Board Report

Checks Dated 10/08/2018 through 11/02/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031738	10/30/2018	CASH	010-5200		828.00
5009031739	10/30/2018	CDE/CASHIER'S OFFICE	130-9320		2,040.00
5009031740	10/30/2018	COGGS TIRE SERVICE	010-4300		93.57
5009031741	10/30/2018	SOUTHERN CALIF. EDISON	010-5520		185.84
5009031742	10/30/2018	Ewing Irrigation Products Inc	010-4360		1,644.42
5009031743	10/30/2018	FERGUSON FACILITIES SUPPLY	010-4300		28.13
5009031744	10/30/2018	FGL Environmental	010-5800		84.00
5009031745	10/30/2018	GIBBS INTERNATIONAL	010-5610		3,599.30
5009031746	10/30/2018	Grainger	010-4300	668.54	
			010-4325	174.39	
			010-4360	34.47	
			130-4300	35.04	912.44
5009031747	10/30/2018	HANGSAFE HOOKS	010-4300	456.64	
			Unpaid Tax	31.39-	425.25
5009031748	10/30/2018	HAROLD'S FAST ROOTER & PLUMBING	010-5610		3,234.00
5009031749	10/30/2018	KONICA MINOLTA PREMIER FINANCE	010-5612		743.65
5009031750	10/30/2018	Medcorp Distributing Inc	211-5600		7,000.00
5009031751	10/30/2018	Pacific West Communities, Inc	490-5600		7,500.00
5009031752	10/30/2018	Pioneer Chemical Co	010-4325		641.87
5009031753	10/30/2018	Ventura County Watershed Protection District	010-5540		318.98
5009031754	10/30/2018	SC FUELS	010-4300	2,395.28	
			010-4360	214.01	
			130-4300	59.51	2,688.78
5009031755	10/30/2018	Sonitrol	010-5800		19,167.87
5009031756	10/30/2018	Traffic Technologies, LLC	010-4300		669.24
5009031757	10/30/2018	VENTURA REFRIGERATION SALES & SERVICE	130-5600		1,221.41
5009031758	11/01/2018	Lanelja Delgado Castillo	010-8699		549.07
5009031759	11/01/2018	Lanelja Delgado Castillo	010-8699		897.34
5009031760	11/01/2018	Andrs' J. Vasquez	010-5200		762.98
5009031761	11/01/2018	Antony L. Lyons	010-4300		22.00
5009031762	11/01/2018	Leann M. Guzik	010-4300		65.40
5009031763	11/01/2018	Ca. Dept. of Tax & Fee Admin	010-5800		1,537.00
5009031764	11/01/2018	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5200	2,385.00	
			130-5200	795.00	3,180.00
5009031765	11/01/2018	Clover Host	010-5800		2,160.00
5009031766	11/01/2018	Diana DeLaurantis	010-5800		900.00
5009031767	11/01/2018	SOUTHERN CALIF. EDISON	010-5520		20,121.48
5009031768	11/01/2018	FOLLETT SCHOOL SOLUTIONS, INC.	010-4300		975.60
5009031769	11/01/2018	Fred Pryor Seminars	010-5200		79.00
5009031770	11/01/2018	William Venegas Hip Hop Mindset	010-5800		3,290.00
5009031771	11/01/2018	HOME DEPOT CREDIT SERVICES	010-4300	2,367.64	

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

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Checks Dated 10/08/2018 through 11/02/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009031771	11/01/2018	HOME DEPOT CREDIT SERVICES	010-4325	.05	
			010-4335	204.31	
			010-4360	34.94	
			010-4400	1,079.00	
			010-5630	.07	
			130-4300	80.45	3,758.46
5009031772	11/01/2018	JOHNSTONE SUPPLY	010-4300		981.73
5009031773	11/01/2018	Learning Priority, Inc	010-5800		4,950.00
5009031774	11/01/2018	Mobile Mini Inc.	010-5800		189.55
5009031775	11/01/2018	PARTY TOWN JUMPS	010-5800		572.00
5009031776	11/01/2018	PEARSON EDUCATION, INC.	010-4140	2,806.72	
			010-4300	3,047.39	5,854.11
5009031777	11/01/2018	PEARSON LEARNING GROUP	010-4140		1,925.23
5009031778	11/01/2018	PEARSON EDUCATION	010-4300	2,381.84	
			010-4400	653.95	3,035.79
5009031779	11/01/2018	PEEQ Technologies	010-4300	313.00	
			Unpaid Tax	21.55-	291.45
5009031780	11/01/2018	PERMA BOUND	010-4300		2,358.67
5009031781	11/01/2018	POSITIVE PROMOTIONS	010-4300	605.48	
			Unpaid Tax	43.56-	561.82
5009031782	11/01/2018	Quick-Deck Inc.	010-5800		604.48
5009031783	11/01/2018	Southwest School & Office Supply	010-4325		910.13
5009031784	11/01/2018	Sunbelt Rentals	010-5630		3,936.71
5009031785	11/01/2018	Broadview Networks	010-5800		7,532.16
			Total Number of Checks	339	2,730,933.17

	Count	Amount
Cancel	1	45.88
Net Issue		2,730,887.31

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	298	1,508,343.99
130	Cafeteria Fund	28	212,880.58
211	Building Fund	23	983,689.86
251	CAPITAL FACILITIES - RESIDENTI	1	166.50
490	Capital Projects Fund for Blen	2	27,033.19
Total Number of Checks		339	2,732,224.12
Less Unpaid Tax Liability			1,336.81-
Net (Check Amount)			2,730,887.31

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

11.5

**Agenda Item Details**

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.5 PERS Report - November 2018
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the November 2018 personnel report as presented.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The November 2018 personnel report is presented for approval.

[November - PERS Report - November 14, 2018.pdf \(73 KB\)](#)

Administrative Content**Executive Content**

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

RIO SCHOOL DISTRICT

November 14, 2018

Certificated Personnel Report

Certificated Ratification of Employment:

Bravo, Alejandra, Elementary Teacher, Rio Del Mar, (1.0) FTE, Temporary, effective 10/8/2018

Certificated End of Assignment:

Employee #632, Elementary Teacher, Rio Del Mar, (1.0) FTE, effective 10/5/2018

Certificated STEAM Language Academy Employment (10/27/18-3/16/18) 8:00-1:00 (5 hours):

Alfaro, Coraima
Balades, Amanda
Chavez, Mireya
Fennell, Sheri
Fleming, Mary
Granado, Gerrit
Gutierrez, Gerrit
Gutierrez, Mary
Hardwick, Sarah
Ledbetter, Kristina
Martinez-Casta, Lisa
Mendoza, Ignacio
Romo, Aracely
Royan, Michelle
Shuman, Tasha
Spencer, Darian
Spencer, Darin
Zaritsky, Deborah

Classified Personnel Report

Classified Increase in Hours:

Amezcuca, Martha, Campus Supervision Assistant, from (5.5) hours to (5.75) hours, Rio Del Valle

Classified Involuntary Transfer:

Aragon, Sandra, from SFSS, (5) hours, Rio Del Norte, to SFSS (5) hours, Rio Del Mar, effective 11/6/18
Torres, Norma, from SFSS, (4) hours, Rio Del Sol, to SFSS (5) hours, Rio Del Norte, effective 11/6/18
Vega, Maria, from Instructional Assistant/SPED, (5.75)hrs, Rio Del Norte, to Instructional Assistant/SPED (5.75)hrs, Rio Rosales, effective 10/18/18

Classified Probationary Release:

Employee No. 3407, effective 10/30/18

Classified Promotion:

Del Rio, Geovanna, from Library Clerk (4) hours, Rio Plaza, to Libary Clerk (8) hours, Rio Rosales, effective 10/29/18

Classified Ratification of Employment:

Alvarado, Janet, Food Service Worker I, (3) hours, & (2) hours, Rio Del Norte, effective 10/29/18
Castellanos, Alicia, Campus Supervision Assistant, (4.5) hours, Rio Del Valle, effective 10/16/18
Espinoza, Sylvia, Campus Supervision Assistant, (5.42) hours, Rio Lindo, effective 10/10/18
Mendoza, Celena, Campus Supervision Assistant, (4.5) hours, Rio Del Valle, effective 10/29/18
Paz, Samantha, Campus Supervision Assistant, (4) hours, Rio Plaza, effective 10/16/18

Classified STEAM Language Academy Employment (10/27/18 - 3/16/18) :

Aragon, Sandra, Clerk Typist II/Bilingual, (5) hours
Carrillo, Josefina, Clerk Typist II/Bilingual, (5) hours
Fino, Darlene, Instructional Assistant, (4) hours
Garibay, Maria, Instructional Assistant, (4) hours
Guzman, Blanca, Instructional Assistant, (4) hours
Humphrey, Jamie, Instructional Assistant, (4) hours
Logue, Kristen, Instructional Assistant, (4) hours
Pazos, Leonor, Instructional Assistant (4) hours
Perez, Maria, Instructional Assistant, (4) hours
Phillips, Kaylin, Instructional Assistant, (4) hours
Prado, Amy, Instructional Assistant, (4) hours
Ruelas, Marissa, Instructional Assistant, (4) hours
Ruelas, Nicole, Instructional Assistant, (4) hours
Vega, Maria, Instructional Assistant, (4) hours
Zamudio, Christopher, Instructional Assistant, (4) hours

Classified Voluntary Transfer:

Carrillo-Lievanos, Anna, from SFSS, (5) hours, Rio Del Mar, to SFSS (5) hours, Rio Del Sol effective 11/6/18

Classified Resignation:

Allen, Adriana, Bus Driver (5.05) hours, MOT, effective 10/26/18
Thompson, Bridgette, Food Service Worker I, (4.25) hours, Rio Plaza, effective 11/6/18
Wiley, Margaret, Food Service Worker I, (3) hours, & (2) hours, Rio Rosales, effective 10/26/18

11.6



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.6 Approval of Contract for Speech Pathologist Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	71,400.00
Budgeted	No
Budget Source	Special Education funds
Recommended Action	Staff recommends board approval of contract for speech pathologist services.

Public Content

Speaker: Oscar Hernandez/Rebecca Rocha

Rationale:

Currently, the district has a full time speech pathologist out on maternity through February 2019. Current average caseloads for our speech pathologists are currently above the county average of 55 and need to be reduced in order to be compliant.

In order to meet the needs determined by students' individualized education plans, the Pupil Personnel Services Department has found it necessary to contract services for 1 additional part time (80%) speech pathologist position during the 2018-2019 school year to cover the maternity leave and help maintain caseloads at a compliant level.

Contracted speech pathologists are held to same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their students' IEPs. Contracted speech pathologists will attend regular district trainings in order to build rapport within the department and strengthen district special education programs.

[Contract_360_Rio_CA_Michael \(1\).pdf \(41.3 KB\)](#)

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.

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the October 28th, 2018, between the Rio School District (hereinafter referred to as RSD) located at 3300 Cortez Street Oxnard, Ca and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Court #7, Santa Clara, CA, in consideration of their mutual covenants, the parties hereto agree as follows:

A. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

B. COMPENSATION For the full performance of this agreement, the RSD shall pay the Consultant as follows:
Consultant's Fee:

- a. For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b. Consultant(s) will work for 4 days/week as per school year calendar

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

C. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the RSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD .
- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the RSD , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD , the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by RSD , the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and

defend the RSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. **NON-DISCRIMINATION** *No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.*
3. **CONFLICT OF INTEREST** *Before executing this agreement, the Consultant shall disclose to the RSD the identities of any board member, officer, or employee of the RSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.*
4. **LICENSE AND AUTHORITY** *The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.*
5. **EQUIPMENT/ MATERIALS AND FACILITIES:** *RSD will provide all the necessary equipment/ materials and facilities to render services pursuant to this agreement.*
6. **ASSIGNMENT:** *Without the written consent of the RSD, this agreement is not assignable by the Consultant.*
7. **NON-SOLICITATION OF EMPLOYEES:** *RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to RSD. After completion of 1 full billable year, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.*
8. **SUCCESSORS AND ASSIGNS.** *This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.*
9. **TIME.** *Time is the essence of this agreement.*
10. **GOVERNING LAW.** *The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.*
11. **WITHHOLDING.** *The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.*
12. **CHANGES OR ALTERATIONS.** *No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.*
13. **HEADINGS.** *All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.*
14. **TERMINATION.** *The RSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), RSD agrees to pay Consultant for work completed to date of termination.*

15. **AMBIGUITY.** *The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.*

16. **COPYRIGHT.** *Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the RSD.*

D. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the RSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the RSD, or to utilize the RSD's letterhead or logo without the prior consent of the RSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

<i>INSTRUCTIONS</i>	<i>The RSD shall provide job specifications and instructions.</i>
<i>TRAINING</i>	<i>The RSD shall provide training for workers.</i>
<i>WORK NOT ESSENTIAL TO RSD</i>	<i>The RSD's success or continuation does not depend on the services of the Consultant.</i>
<i>JOB LOCATION</i>	<i>RSD controls the job location.</i>
<i>BASIS OF PAYMENT</i>	<i>Payment shall be by the time expended.</i>
<i>TOOLS & EQUIPMENT</i>	<i>Tools and equipment for the job shall be provided by RSD.</i>
<i>RIGHT TO TERMINATE</i>	<i>The Consultant may not be terminated except as allowed for under the agreement.</i>
<i>PROGRESS REPORTS</i>	<i>The Consultant will require making progress report.</i>

E. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

F. CONTRACT INITIATOR (RSD Superintendent)

Signature: _____
 Date Signed: _____
 Branch / Dept.: _____
 Address (or Mail Code): _____
 Phone / Fax: Ph: _____
 E-Mail Address: _____

CONSULTANT

Signature: _____
 Date Signed: _____
 Title: *Manager*
 Company Name & Address: *360 Degree Customer Inc*
473 Sapena Court # 7 Santa Clara, CA 95054
 Phone: *408-431-4249*
 E-Mail Address: *shelly@360customer.com*

ADDENDUM – A

Title: Speech Therapist

Hourly rate: \$ 86.70/ hour

Name: Michael Shleyfer

Contract Year: Nov. 2018 until June 2019

11.7



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.7 National University Student Teacher Agreement Renewal
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the renewal agreement with National University for placement of student teachers.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: This is a renewal agreement between the Rio School District and National University for placement of student teachers in Rio classrooms with qualified Rio teachers.

[National University Student Teacher Agreement Renewal.pdf \(3,123 KB\)](#)

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.



NATIONAL UNIVERSITY

STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on October 15, 2018, made by and between National University, a California non-profit public benefit corporation (the "University") and Rio Elementary School District a public entity (the "District"), with reference to the following facts:

ARTICLE 1 **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLES 2 **DEFINITIONS**

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

2.9 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

2.10 School Site with Student Teachers must have a fully qualified administrator.

2.11 University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

ARTICLE 3 **TERMS AND CONDITIONS**

3.1 Student Teaching or Practicum. The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of

Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 District Reimbursement. University shall reimburse the District for supervision of Student Teaching or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. The university determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the District. District acknowledges University Payment to Master Teachers depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A". District shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend paid to Master Teachers is based on the amount set forth in "Exhibit A" for supervision of University Student Teachers. The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the District at earliest convenience following the date the District's invoice is received.

3.5 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, with no exclusion for molestation or abuse. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workers' compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in General Aggregate Liability Insurance coverage, with no exclusion for molestation or abuse. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Rio Elementary School District as an additional insured party in conjunction with this Student Teaching and Practicum Agreement.

University agrees that all Students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

3.10 Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The District shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of District Pupil Records. No Student will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational

Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

ARTICLE 4 **GENERAL PROVISIONS**

4.1 Term. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party 30 days' written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold District, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance 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 University its Board, officers, agents, or students.

District shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance 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 District, its Board, officers, agents, employees or volunteers.

4.7 Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

NATIONAL UNIVERSITY, a California
non-profit public benefit corporation

Rio Elementary School District

By _____
Dave C. Lawrence
Vice Chancellor, Finance

By _____
Signature

Date _____
National University
School of Education
11255 N. Torrey Pines Road
La Jolla, CA 92037

By _____
Name Typed or Printed

Title _____

For contact/contract return:
Isabel Gonzalez
Credentials Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

Date _____

District Address/Telephone:

Street

City State Zip

Phone

EXHIBIT A Student Teaching & Practicum Programs

District and University wish to partner to support the following Student Teaching & Practicum Programs:

- Teacher Education Credential
- Special Education Credential
- Preliminary Administrative Services Credential
- Pupil Personnel Services Credential – School of Counseling
- Pupil Personnel Services Credential – School of Psychology

Honorariums:

University shall reimburse District a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. District must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay District one month following invoice date.

Honorariums are based on amount of supervision. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to \$200
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

Honorariums for Practicum courses of Educational Counseling and School Psychology programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

11.8



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.8 National University Internship Program Agreement Renewal
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the renewal agreement with National University for placement of internship candidates.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: This is a renewal agreement between National University and the Rio School District for placement of candidates in the Internship program and support services to provide.

[National University Internship Program Agreement Renewal.pdf \(2,375 KB\)](#)

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.



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective October 15, 2018 (“**Effective Date**”) by and between Rio Elementary School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Ventura (individually or collectively, “**District**”), Rio Elementary School District and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the **Programs** that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the **Programs** that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. **Term**. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days written notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns**. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**'s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of **Interns**. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements**. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be District employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, District reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request District shall provide written certification to University that each Intern placed with District has not displaced a certificated District employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. District and University will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Program. District supervisors are called "Site Support Providers". University supervisors are called "University Support Providers". District Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days
 - b. District Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. District's Site Support Provider and University's Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. District's Site Support Provider/Site Supervisors and University's Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
 - g. District will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.
 - h. District and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. University Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
 - i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8 h.).
 - j. National University provides district employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations
 - k. District sites with interns must have a fully qualified Credentialed administrator.
 - l. University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling, Psychology and Administrative Services Intern Support
 - a. To support Services Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. District supervisors are called "Site Support Providers/Site Supervisors". University supervisors are called "Support Providers/University Supervisors".

- b. Clinical Practice Supervisor shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
 - c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
 - d. Clinical Practice shall consist of between 600 hours and 1200 hours of Clinical Practice depending upon the specific program requirements.
 - e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors.
 - f. District and University shall independently determine the qualifications of their respective supervisors.
 - g. District's Site Support Provider/Site Supervisors and University's Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - h. District's Site Support Provider-Site Supervisors and University's Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - i. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - j. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
 - k. District will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at District.
 - l. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. **Academic Responsibility.** University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
11. **Duration of Internship.** Once a student has been accepted as an Intern by District, and if the student remains in good standing in the Program at University and within the District's policies and performance standards, the Intern will be permitted to finish his/her internship at District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the District and/or removed from his/her Program by the University. All services provided by University and District pursuant to this Agreement shall terminate upon an Intern's removal from the District or termination of participation in a Program.
12. **Assessment.** Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the District Site Support Provider/Site Supervisor and the University Support Provider/University Supervisor.
13. **Video Assessment.** District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The District shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.
14. **Control, Supervision, Evaluation of Video Recording.** The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

15. **Indemnity.** The District shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance 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 District, its officers, employees, or agents.

The University shall defend, indemnify and hold the District, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance 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 University, its officers, employees, or agents.
16. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
17. **Publicity.** Neither University nor District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
18. **Records.** It is understood and agreed that all employment records shall remain the property of District, and all student records, including Intern assessments, will remain the property of University.
19. **Confidentiality of Student Intern Records.** For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each student's educational record in accordance with the provisions of FERPA.
20. **Confidentiality of District Pupil Records.** No Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.
21. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
22. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
23. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
24. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
25. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
26. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

District: Rio Elementary School District

Contact: Isabel Gonzalez
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

By: _____
Dave C. Lawrence
Vice Chancellor, Finance

Dated: _____

Dated: _____

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology

11.9



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.9 Approval of Change Order with RAN for a design change to the HVAC System for the MPR in Building E.
Access	Public
Type	Action (Consent), Procedural
Fiscal Impact	Yes
Dollar Amount	15,960.39
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the Change Order for the design change of the HVAC System at Rio Del Sol be approved.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Wael Saleh, Assistant Superintendent

Rationale:

Item 19.42 relates to a change in the design of the HVAC system for the MPR Room of Building E at Rio Del Sol. This change allowed for an improvement in the overall design, while mitigating the District exposure from likely higher cost due to other aspects of the as-bid design not working as planned. The value was negotiated and validated by Balfour Beatty to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

[RAN Change Order 11-14-18.pdf \(3,922 KB\)](#)

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.

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

November 5, 2018

Attn: Dr. Puglisi

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA
Re: Project 0045-015 Rio STEAM K-8 Campus
BP #19 HVAC
Recommendation to Approve CO #19.5 RAN Enterprises

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #19.5 to RAN Enterprises for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
19.42	42	Revised Power Exhaust for RTU E-7 and E-8	RFI 0539R2 required a change in the specified power exhaust units for RTU E-7 and E-8	\$ 15,980.39
		Total CO #19.4		\$ 15,980.39
		Previous Approved CO's		\$ 48,501.67
		Original Contract		\$ 1,648,000.00
		Revised Contract		\$ 1,712,462.06

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Rachel Adams (A4E)
Jesus Muguerra Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

CO 19.5
11-5-18

PROJECT NO: 0045-015

CO NO: 19.5

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: RAN Enterprises

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,648,000.00
Previous Approved Change Orders	\$ 48,501.67
This Change Order	\$ 15,960.39
Adjusted Contract Amount	\$ 1,712,462.06

TIME:

Original Contract Completion Date	December 2018
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2018

IT IS AGREED BY THE CONTRACTOR THAT THE AMMENDED 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 ITEMS OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 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

Contractor: RAN Enterprises

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Rio School District

CO #19.5

Project No 0045-015

11/5/2018

Rio STEAM K-8 Campus

BP #19 HVAC

RAN Enterprises

Original Contract

\$ 1,648,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
19.42	42	Revised Power Exhaust for RTU E-7 and E-8	RFI 0538R2 required a changr in the specified power exhaust units for RTU E-7 and E-8	\$ 15,960.39
Total CO #19.4				\$ 15,960.39
Previous Approved CO's				\$ 48,501.67
Original Contract				\$ 1,648,000.00
Revised Contract				\$ 1,712,462.06



GAYLAIRD CHRISTOPHER, FAIA
RACHEL ADAMS, AIA, LEED AP

September 18, 2018

Rob Perks
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #19.42R Added cost for Can Fab Power Exhaust units

Dear Rob,

We appreciate BBC providing their assessment of the cost proposal, as the project construction manager, and attached here. Per your comments, we understand the following:

- 1) BC confirms entitlement of the equipment substitution input, attached here for reference. We do disagree with your assessment of the 8/20/18 email that PBS said the substitution would be a "way better option than what was specified" rather this would work better given the field conditions to limit modifications. And we understand that various mitigating conditions with timing being a major factor, the team decided it best to proceed with this option costs pending.
- 2) BBC confirms no credit will be received for returning original equipment. Please have the contractor deliver the abandoned equipment with all necessary M&O paperwork.
- 3) BBC confirms additional weight provided entitlement for crane where not originally anticipated. Did contractor submit credit for the gradall equipment not utilized?

With the BBC assessment of the entitlement and costs, A4E can accept the proposed cost of \$15,960.39 and recommend RSD Board Approval. Please forward final change order for signature.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rachel Adams', written over a circular stamp or seal.

Rachel Adams, AIA, LEED AP
Managing Principal

Rachel Adams

From: Muguerza Ibarra, Jesus <JesusMuguerza@Balfourbeattyus.com>
Sent: Thursday, September 13, 2018 1:43 PM
To: Rachel Adams; Perks, Rob; Michael Shea; Mary Orleans
Cc: Purcell, Ray; Kuykendall, Dennis; kenhinge@kenco-inc.com; Gaylaird Christopher; Olivia Graf Doyle
Subject: RE: RIo STEAM K-8 PCO 19.42 RAN Added Can Fab PE ant RTU E7 and E8
Attachments: RE: Rio STEAM K-8 RFI 0538R1 - RTU E7&E8 Power Exhausts - 8-20-18

Rachel,

Comments on your # 1, 3 and 4 bullet points.

- There is enough room to install the designed and specified Micromelt power exhaust. A design was provided by PBS to do so. If the Micromelt were to be installed directly into the RTU the air mixture coming in would not be what was required. In PBS design to mount it onto the return duct they added a sheet metal cap to the RTU to fix the air mixture issue. At least that what I understood from the first RFI response. Then PBS sent an email (attached) stating that the Canfab would be a way better option than what was specified and then confirmed during the conference call and all agreed that the new power exhaust (Canfab) would be worth the expense.
- Please reference the letter submitted by Sigler stating that the specified power exhausts have already been fabricated and delivered and cannot be returned. Letter is straight from manufacturer.
- Reason for the crane is that the Canfab power exhaust are 4 times heavier than the Micromelt. Micromelt were going to be lifted with a gradall, with the new weight a crane is required.

Thank you,

Jesus Muguerza Ibarra, B.S.C.E., CMIT

Senior Project Engineer | Balfour Beatty

O: 805-983-1558 | C: 805-368-1326 | F: 805-983-7249

E: jesusmuguerza@balfourbeattyus.com | www.balfourbeattyus.com

300 E. Esplanade Drive, #1120, Oxnard, CA 93036

Balfour Beatty

Build to Last
Lean. Expert. Trusted. Safe.

From: Rachel Adams [<mailto:radams@architecture4e.com>]

Sent: Thursday, September 13, 2018 1:09 PM

To: Muguerza Ibarra, Jesus <JesusMuguerza@Balfourbeattyus.com>; Perks, Rob <RPerks@Balfourbeattyus.com>;

Michael Shea <mshea@architecture4e.com>; Mary Orleans <morleans@rioschools.org>

Cc: Purcell, Ray <RPurcell@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>;

kenhinge@kenco-inc.com; Gaylaird Christopher <gchristopher@architecture4e.com>; Olivia Graf Doyle

<ografdoyle@architecture4e.com>

Subject: RE: RIo STEAM K-8 PCO 19.42 RAN Added Can Fab PE ant RTU E7 and E8

Please see attached – expedited per your request

RACHEL ADAMS, AIA, LEED AP

Managing Principal

 ARCHITECTURE FOR EDUCATION

Rachel Adams

Subject: FW: Rio STEAM K-8 RFI 0538R1 - RTU E7&E8 Power Exhausts - 8-20-18
Attachments: Alternate Product for RFI 0538R1 RAN 52R1 - RTU E7E8 Power Exhausts 09-06-2018.pdf

From: Nishit Patel <npatel@pbsengineers.com>
Sent: Thursday, September 06, 2018 8:42 PM
To: Kenneth Hinge <kenhinge@kenco-inc.com>; Perks, Rob <RPerks@Balfourbeattyus.com>; Purcell, Ray <RPurcell@Balfourbeattyus.com>; Muguerza Ibarra, Jesus <JesusMuguerza@Balfourbeattyus.com>; Norman Patel <nopatel@pbsengineers.com>
Cc: Nishit Patel <npatel@pbsengineers.com>
Subject: RE: Rio STEAM K-8 RFI 0538R1 - RTU E7&E8 Power Exhausts - 8-20-18

Team,

See attached file for our discussion tomorrow morning. I received this alternative information about combination power exhaust and economizer from CanFab very late after issuing the response of RFI#0538R1 but it is worth sharing with the RIO School project construction team and DSA Inspector. I am strongly feeling that this product can deliver better design performance with given field conditions around RTU-E7 and RTU-E8 and return air ductwork.

Main benefit of using this product instead of originally approved MicroMetl power exhaust is "We will not need to modify the originally designed DSA approved return air ductwork and also we will not need any sheet metal divider separating OSA intake and power exhaust outlet. [If we can get a chance than I would like to include this option as an alternative for RAN to provide pricing.](#) Please let us know if you have any questions or comments.

Thank you.

Best Regards,

Nishit Patel

Senior Associate Mechanical Design Engineer



PBS ENGINEERS, INC.

Glendora | Los Angeles | San Diego

2100 E. Route 66, Ste. 101, Glendora, CA 91740

T 626.650.0350 F 626.650.0352 C 626.208.7733

Find Us | www.pbsengineers.com Follow Us | [Facebook](#)

Mechanical Electrical Plumbing | Consulting Engineers | SBE/MBE/DBE Certified

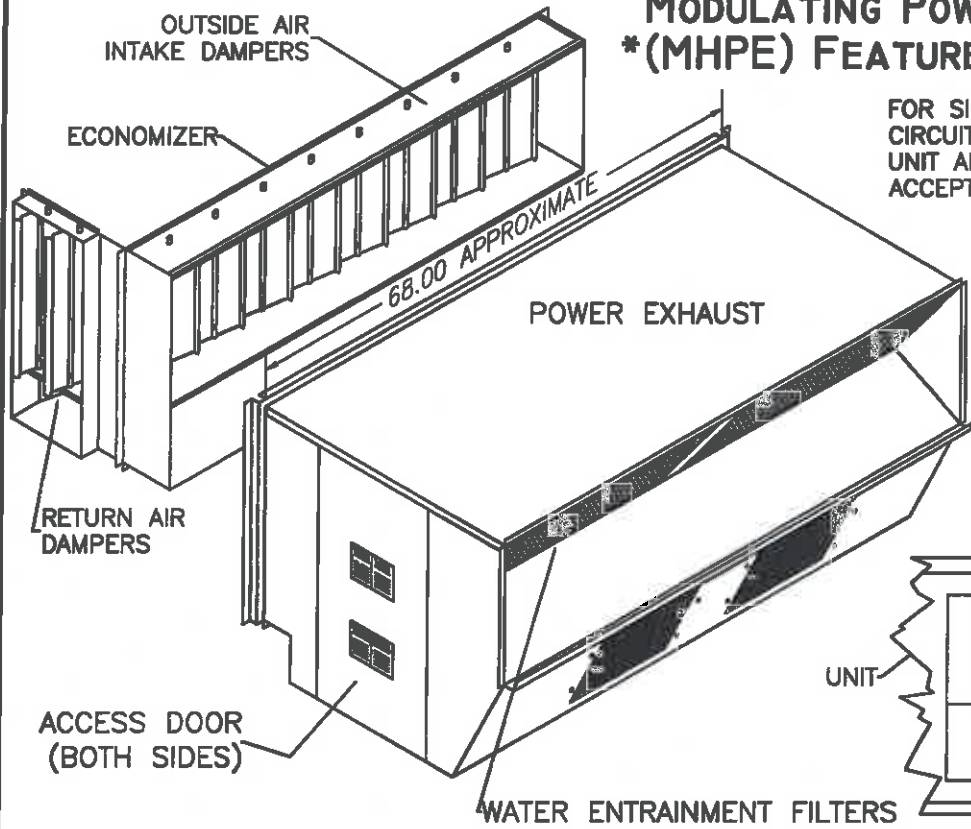


182 GRANITE STREET, SUITE 101, CORONA, CA 92879
 PHONE: (951)278-1830 FAX: (951)278-8444 www.canfab.com canfab@canfab.com

FOR: HORIZONTAL CARRIER UNITS:
 48/50HC 17-20, 48/50TC 17-24,
 50TCQ 17-24

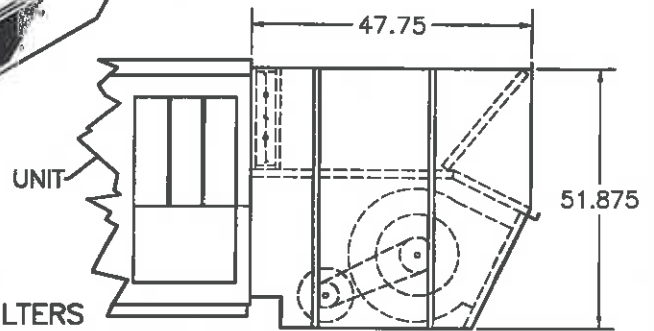
PART NO: 1180-*HPE050-****

INTERNAL HORIZONTAL DISCHARGE CENTRIFUGAL BLOWER MODULATING POWER EXHAUST ECONOMIZER *(MHPE) FEATURES AND ELECTRICAL DATA



FOR SINGLE POINT POWER, SIZE THE POWER CIRCUIT FOR THE COMBINED LOAD OF THE AC UNIT AND THE POWER EXHAUST. VERIFY ACCEPTANCE WITH LOCAL CODE AUTHORITY.

SHIPPING WEIGHT : 955lbs



FAN MOTOR AND VFD ELECTRICAL DATA

HP	RPM	VOLTAGE	PHASE	FLA	MCA	MOCP
→ 5	1750	208	3	19.6	24.5	44.1
		230		17.1	21.375	38.475
		→ 460		8.6	10.75	19.35
		575		7.4	9.25	16.65

PERFORMANCE AND SOUND DATA

PERFORMANCE				OCTAVE BAND LEVELS HZ							
CFM	SP IN WG	RPM	Hz	63	125	250	500	1000	2000	4000	8000
10000	.20	825	dB	96	96	86	81	79	74	69	64
9000	.25	807		93	93	83	78	76	71	66	61
→ 8000	.30	795		89	89	79	74	72	67	62	57
7000	.40	807		89	89	79	74	72	67	62	57
6000	.50	835		88	88	78	73	71	66	61	56

THE CANFAB MODULATING POWER EXHAUST CAN BE USED IN HORIZONTAL INSTALLATIONS. IT UTILIZES A FULLY PROGRAMMABLE VARIABLE FREQUENCY DRIVE AND A 0 TO .5 SP DIFFERENTIAL PRESSURE TRANSMITTER. ALL VFD SETTINGS ARE PRE-PROGRAMMED FROM THE FACTORY AND CAN BE EASILY CHANGED IN THE FIELD FOR CUSTOM APPLICATIONS. A FACTORY PROVIDED FIELD MOUNTED SPST SWITCH IS ALL THE SYSTEM REQUIRES TO ENERGIZE THE RUN/STOP COMMAND OF THE VFD. BAROMETRIC BACKDRAFT DAMPERS ARE INCLUDED ON THE CENTRIFUGAL EXHAUST BLOWERS. FAN MOTORS AND VFDs ARE RECOGNIZED BY UL AND ARE CSA CERTIFIED. PERMANENTLY LUBRICATED BALL BEARINGS AND THERMAL PROTECTION ARE STANDARD.

DOC: 01-02

PROJECT: **RIO School STEAM - Building E - RTU-E7 and RTU-E8** DATE: **09-06-2018**

ENGINEER: **PBS Engineers Inc.** Contractor: **RAN Enterprise**

DRAWING NUMBER: 1180HCA.dwg MR 05.11.11

Balfour Beatty Construction

Architecture 4 Education
2018
41 N Fair Oaks Ave
Pasadena, CA 91103

September 11, 2018

Attn; Rachel Adams

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #19 HVAC
PCO #19.42 to RAN Enterprises for review and comment

Dear Ms. Adams,

Please accept this letter to request review and comment for PCO #19.42 to RAN Enterprises for added or deleted scope items at the above Project. Scope change to the project is as follows;

Item 1.1 Added cost for the Can Fab Power Exhaust units for RTU E7 and E8 per RFI 0538R2

Reason: the proposed added cost is due to the change in specified equipment.

Balfour Beatty is presenting the requested pricing for the CanFab power exhausts requested as part of the RFI 0538R2 answer. This is a request from the continuing conversation to resolve the challenges with these unit's design.

Project Cost Update:

RAN Enterprises Base Agreement	\$1,648,000.00
Previous Board Approved CO'S	\$29,722.21
PCO #19.42	<u>\$15,960.39</u>
Total Construction Cost to Date	\$1,677,722.21

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Dr. Puglisi (Rio School District)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty



(COR) CHANGE ORDER REQUEST # 42

Project Number:	Requested By District
-----------------	-----------------------

Owner Name:	Rio School District	Date:	9/11/2018
Project Description:	Rio Steam Academy BP-19 HVAC	P. Purchase #	
Architect/Engineer	Architecture for Education	Attn:	Rob Perks
From (Contractor):	Ran Enterprises Inc	Initiator	Thierry Abinader
The following is an itemized quotation regarding proposed modifications to the contract documents			

Per the District response to RFI #52R1 (District RFI #538R2) which has modified the construction documents by deleting the already approved Micrometl power exhaust and replacing it with the new CanFab power exhausts economizers for RTU E7 and E8. The new specified CanFab power exhaust economizers will require new coordination with all the existing and/or installed requirements with all trades as requested with the RFI response; to retake all new measurements required in order to proceed with the new requirements.

Furthermore, the response to the RFI states "provide.... Credit for power exhaust specified in plans" the existing Power Exhausts economizers are not eligible for the installation as per the DAS approved plenums please see attached quote from the manufacturer representative stating that the MicroMetl power exhaust have already been manufactured and provided and are located at the jobsite and therefore cannot be returned. Furthermore, the response also states "Provide....Credit for extra labor that would have taken to install power exhaust to return ductwork as specified in RAN's submittal" RAN's bid and work is as per the DSA approved plans and was estimated to be installed straight on the units as shown on the DSA approved plans, until we discovered that the specified power exhausts would be inadequate if installed to the units since it would not be in the Return Air stream any longer and it would be in the Mixed Air stream. Therefore, the above credit requests are not applicable. Please approve the attached change order in order to proceed with this added work immediately and please keep in mind that the manufacturer needs 20 working days to manufacture and provide the power exhausts. This change order does not include any work or material related to the power or wiring installation and requirement that are to be provided by others.

Subcontractor's Cost (See attached supporting documentation)	(Incl. subcontractor's	15% O. H. & P.)
1 #REF!	\$0	
2 0	\$0	
3 0	\$0	
4 0	\$0	
5 0	\$0	
6 0	\$0	
7 0	\$0	
8 0	\$0	
	Subtotal A:	\$0
General Contractor's Cost		
Labor (See attached supporting documentation)	\$981.00	
0.00% of Labor	\$0.00	
Material (See attached supporting documentation)	\$11,000.00	
Taxes at 7.75% of material	\$852.50	
Equipment (See attached documentation)	\$840.00	
	Subtotal B:	\$13,673.50
Overhead and Profit = 15% of A		\$0.00
Overhead and Profit = 15% of B		\$2,051.03
Bond 1.5%		\$235.87
Grand Total (A+B+C+D)		\$15,960.39

The proposed change does increase the Final Completion Date by 4 working days
 The proposed change does NOT affect the Final Completion Date required by the Contract.

This proposed Change Order is effective for _____ calendar days.

FAILURE TO PROVIDE ADEQUATE RESPONSE AND PROPER APPROVAL AND DIRECTIVE TO THIS COR BY

9/17/2018 WILL IMPACT THE DELIVERY SCHEDULE AND CAUSE ADDITIONAL COST TO THE PROJECT

Contractor:	<u>Thierry Abinader</u>		
Signature		Title: Treasurer/Manager	Date: 9/11/2018



(COR) CHANGE ORDER REQUEST # 42

Project Number: 0 Requested By District

Owner Name: Rio School District Date: 9/11/2018
 Project Description: Rio Steam Academy BP-19 HVAC P. Purchase # 0

General Contractor: RAN Enterprises Inc

Equipment Lease or Rental		Time at	Rate	Per	\$840.00
1	Crane	4	\$210.00		\$840.00
2					\$0.00
3					\$0.00

Material/Description	Means #	Quantity	Material list Price	Per	Extension	Labor Unit Price	Per	Extension
1 Power Exhausts economizers Can Fab		2.00	\$5,100.00	L.S.	\$10,200.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
2 Shipping		2.00	\$400.00		\$800.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
3 Labor to order new power exhausts		2.00			\$0.00	\$98.10		\$196.20
					\$0.00			\$0.00
					\$0.00			\$0.00
4 Labor to offload and lift the new power exhausts		8.00			\$0.00	\$98.10		\$784.80
					\$0.00			\$0.00
					\$0.00			\$0.00
5					\$0.00		\$0.00	
6					\$0.00		\$0.00	
7					\$0.00		\$0.00	
8					\$0.00		\$0.00	
9					\$0.00		\$0.00	
14					\$0.00		\$0.00	
TOTAL MATERIALS=					\$11,000.00	LABOR=		\$981.00

(a) the Prime Contractor has reviewed the Claim and is filing it in a good-faith belief that the Prime Contractor is entitled to the remedy and/or compensation described in the Claim; (b) each document and item of other supporting information submitted with the Claim is authentic, accurate and complete (i.e., not altered or modified in any manner); (c) the Claim accurately sets forth the total amount of the District's monetary and/or other liability for the Claim; and (d) the Prime Contractor acknowledges that the filing of false and/or fraudulent claims may result in fines and/or imprisonment pursuant to Government Code Sections 12650, et seq., and Penal Code Section 72.



COMMERCIAL HVAC DIVISION

205 S Puente Street
Brea, CA 92821

Representing Industry Leading
Manufacturers of Commercial
HVAC Products & Solutions

Job Name: RIO STEAM CANFAB CHANGE ORDER
Attention: RAN ENTERPRISES
Job Location: , CA

Date: 09/10/2018
Quote Number: TC-4006
Engineer: PBS

We are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty.	Model Number	Description
RTU E-7, E-8	(2)	1182-MHPE050-HNN4	HORIZONTAL MODULATING POWER EXHAUST, 5.0 HP, HONEYWELL, NO CONTROLS, NO LOGIC, 460 VOLT / 3 PHASE

Accessories listed separately above are field installed.

Total Net Sell Price (Excludes Sales Tax) FOB, FFA Factory:	\$10,200.00
--	--------------------

- **LEAD TIME: 14-16 BUSINESS DAYS (ADDS 2-3 DAYS FOR SHIPMENT AND COORDINATION)**
- **PROPOSED CANFAB POWER EXHAUST ECONOMIZERS ARE TO REPLACE PREVIOUSLY FABRICATED AND INSTALLED MICROMETL POWER EXHAUST ECONOMIZERS AS DIRECTED BY MECHANICAL ENGINEER (PBS). EXISTING ECONOMIZERS ARE NOT ELIGIBLE FOR RETRUN AS THEY HAVE ALREADY BEEN FABRICATED AND DELIVERED. CHANGE ORDER DIRECTED BY MECHANICAL ENGINEER TO REVISE PREVIOUSLY SCHEDULED ACCESSORIES FOR UNITS RTU E-7, E-8.**

We appreciate your consideration of this quotation and would like to thank you for your interest in Sigler products and services. Should you have any questions concerning the above quotation, please feel free to contact us.

Travon Chadwick



Commercial HVAC Division
714-578-5142 - Phone
tchadwick@siglers.com

ADDENDUM A

This quotation is based on the following terms and conditions, which are a material part therefore:

1. Shipment will be by a common carrier, FOB place of shipment, with Seller to prepay freight to the first destination. Seller reserves the right to control the routing. When any other than seller's regular method of shipment is used, the prepaid freight will not exceed the lowest of published prices for the regular method of shipment. Special handling charges by the carrier will be paid by buyer. Title passes to Buyer upon delivery to common carrier.
2. Prices are exclusive of any applicable city, state, or federal excise tax, including without limitations, taxes on manufacture, transaction privilege, sales, use, receipt, gross income, occupation and similar taxes. Any applicable taxes shall be added to the invoice as a separate charge paid by Buyer.
3. The prices contained in this quotation are firm for thirty (30) days from the date of this Quotation, at which time they are subject to change without notice.
4. Standard terms of payment are Net 30 days from date of invoice, but are subject to prior and continuing credit approval by Seller. Subsequent payments are to bear interest at 1-1/2% per month or as otherwise limited by applicable law.
5. This quote is for only the merchandise specified in detail herein. All other merchandise and services required for Buyer's job are not included in this quote.
6. Delivery dates are based on current information. Seller is not liable for any delay beyond its control.
7. **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.** Warranties on the merchandise are extended solely by the manufacturer. Seller makes no warranties on labor. No back-charges or merchandise returns for credit are accepted on behalf of manufacturer without prior written authorization by Seller's Service Operations Manager and then only upon the conditions and procedures set forth by the manufacturer.
8. Seller is not liable for sales or engineering drawings, plans or specifications rendered in connection with the merchandise, or factory supervision of any installation or start-up.
9. Buyer hereby gives and grants Seller a purchase money security interest in all of the merchandise set forth in this quote, to secure Buyer's obligation to pay for the merchandise, which security interest shall be effective until such time as payment is received by Seller. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipment of merchandise, in whole or part, and to recall goods in transit and retake the, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of undertaking any other actions. Buyer consents that all the merchandise so recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefore. The forgoing shall not be construed as limiting, any other rights or remedies available to Seller as a result of Buyer's default.
10. These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. This quotation may be modified only in a subsequent writing signed by both parties.
11. Acceptance of this offer is expressly limited to the exact term contained herein and any attempt to alter or omit any such term shall be deemed a rejection and counteroffer. If this quotation is accepted, and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions contained in this quotation shall prevail over any and all terms and conditions set forth in Buyer's order form. Issuance of such order by Buyer shall be deemed to note Buyer's assent to the terms and conditions contained in this quotation. Acceptance of this quotation by Buyer with language which contains the term: "in accordance with plans and specification" or similar language, shall be deemed ineffective as to such language and will be treated as acceptance without such term.

Accepted By: _____

Quote Date: 09/10/2018

Title: _____

Quote Number: TC-4006

Date: _____

PO Number:

RIO STEAM CANFAB CHANGE

Total Sell Price excluding sales tax: _____

Job Name: ORDER

Request For Information

Project [14817000] - Rio STEAM K-8 Campus Date 8/27/2018

Balfour Beatty Construction
Oxnard, CA 93036

0538R2
RFI No. ~~0538R1~~

Primary Responder	Michael Shea Architecture for Education, Inc. 65 North Catalina Avenue Pasadena, CA 91106	Date	8/27/2018
CC	Rachel Adams (Architecture for Education, Inc.) Gaylaird Christopher (Architecture for Education, Inc.) Michael Shea (Architecture for Education, Inc.) Dennis Kuykendall (Balfour Beatty Construction, LLC.) Ray Purcell (Balfour Beatty Construction, LLC.) Jesus Muguerza (Balfour Beatty Construction) Robert Perks (Balfour Beatty Construction) Kenneth Hinge (Kenco Construction Services, Inc.)	Status	Open
From	Nadia Estevez Balfour Beatty Construction	Resolved Date	
		Reason for Request	Insufficient
		Action Requested	Confirmation
		Probable Cost Effect	Unknown
		Probable Time Effect	Unknown
		Priority	
		Response Due	8/29/2018 09-07-2018

Subject RTU E7&E8 Power Exhausts

Drawing No. M3.51

Detail No./Paragraph

CSI Code

Schedule Activity ID

Information Requested

Per the manufacturer:

"The PCC-MRT69CA-D-4M6 was originally designed for the ECC-MRT69CA Economizer, which is a Convertible Economizer – i.e. vertical duct, or horizontal duct. The horizontal duct, however, comes out the front of the RTU where the Power Exhaust (PE) is depicted in the Submittal (under the OA Hood) instead of the side, as the ECE does. When the ECC style Economizer is used in horizontal applications the PCC PE is mounted on the Return Air Duct since the Return Air Duct mounts to the same location the PE mounts. And, it is mounted on the Return Air Duct because it must assist the evacuation of air in the Return Air system. And since the ECE style Economizer requires the PE to be mounted on the Return Air Duct there was no need to have a unit specific PE designed for it, as the PCC PE meets the requirement. **← Question Not Applicable**

So, the PCC PE must mount on the Return Air Duct when installing the ECE style Economizer, because if you tried to mount it on the RTU you would not be in the Return Air stream any longer; you would be in the Mixed Air stream." **← Question Not Applicable**

The plans do not call for any duct mounted power exhausts, and it seems that the return ductwork is also incorrect as shown on the mechanical roof plan for building E. Please reference above

← Modulating Power Exhaust Economizer shall be Unit mounted.

The current design is incorrect and will not work as per the above confirmation. Provide a complete redesign showing all locations for the power exhausts, new ductwork, new sizes of ductwork, locations, locations of power exhausts, supports required with correct details, electrical connections and requirements, disconnects, etc... in order to proceed accordingly.

Recommendation

← As per M3.51 DSA approved RTU-E7 and RTU-E8 design will work. Refer to attached CanFab modulating power exhaust and economizer cutsheet.

Posted to Drawings

Subcontractor Name

RAN

Subcontractor's RFI#

52R1

Response : Contractor shall install power exhaust and economizer accessories for RTU-E7 and RTU-E8 as per DSA approved sheet M0.03(Mechanical Schedule). Modulating Power Exhaust Economizer shall be Model "1180-*HPE050-****" by manufacturer CanFab (See attached cut sheet). As per installation instruction, This modulating power exhaust economizer shall be directly attached to the RTU-E7 and RTU-E8. Return air duct work connected to RTU-E7 and RTU-E8 will not need any modifications. Return and supply air duct work shall be installed as per DSA approved plans. Refer to attached mechanical and electrical sketches with additional information for the completion of power exhaust and economizer installation. We suggest contractor shall return the already purchased MicroMetl power exhaust and Economizer back to distributor and purchase CanFab product from the same distributor. Difference in cost shall be submitted for engineers review and approval. See attached e-mail from Sigler Carrier for the CanFab cost and availability time duration. Refer to attached mechanical and electrical sketches with additional information for the completion of power exhaust and economizer installation.

Nishit Patel, PBS Engineers Inc. D:09-07-2018

Disclaimer

Please find attached to this email RFI 0538R1 RTU E7&E8 Power Exhausts for RSD project 0045-015 Rio STEAM K-8 Campus for your review, implementation and coordination.

Pursuant to the contract General Conditions (Refer to General Conditions Section 1.10 Bulletin and Section 18.5 Notice to Dispute Regarding Contract Price or Contract Time), in the event there is any additional costs, credits, and/or schedule impacts resulting from the response to the RFI, it is the responsibility of the Bid Package Trade Contractor to notify the Construction Manager of such within THREE (3) DAYS of the receipt of this notice. Notification stating the factual basis for the claim and citing in detail the Project Documents upon which the claim is based, including a detailed cost breakdown, is to be transmitted to our jobsite trailer.

*****NOTE: FAILURE TO RESPOND WITHIN THE REQUIRED TIME PERIOD OF THREE (3) DAYS WITH THE REQUIRED DOCUMENTATION, WILL EITHER RESULT IN BALFOUR BEATTY CONSTRUCTION NOTIFYING THE OWNER OF A NO COST CHANGE OR COMPILING THE COST CREDIT ON YOUR BEHALF*****

Michael Shea (Architecture for Education, Inc.)

Authorized Signature

Printed Name

Date

BBC Notes: Provide COR for the following
Cost to procure and install specified power exhaust
Credit for power exhaust specified in plans
Credit for extra labor that would have taken to install power exhaust
to return ductwork as specified in RAN's submittal



RAN ENTERPRISES, Inc
 17202 Gothard Street, Unit 1
 Huntington Beach, CA 92647
 Tel: (714)842-8688, Fax: (714)842-8577
 Contractor State License # 818754

REQUEST FOR INFORMATION

Rio Steam K-8

DATE: 8/21/2018
 TO: Rob Perks
Project Manager
Balfour Beatty Construction
RPerks@Balfourbeattyus.com

ARCHITECT'S RFI #: _____
 CATEGORY #: HVAC

FROM: Ran Enterprises Inc.
 RESPOND BY: _____

AREA/BUILDING: _____
 CONTRACTOR'S RFI #: ~~52R1~~
52R2

<u>Title of Section of Work</u>	<u>Specification #</u>
RTU E7 and E8 – Ducted Economizer/Power Exhaust not shown on plan	

SUBJECT:

Please reference Mechanical M3.51 – Bldg. E Mechanical Roof Pan. The plans do not call for any Power Exhaust/Economizer to be provided for these units as per the construction documents. Per the plan M3.51, no power exhaust are to be installed on these units. Please confirm if the power exhausts/economizers are required for these units and provide all pertinent information, and provide all required information such as location of the installation, power/disconnects requirements, supports, etc... immediately so we can proceed accordingly.

Revised 1 8-21-2018:

Per the manufacturer:

"The PCC-MRT69CA-D-4M6 was originally designed for the ECC-MRT69CA Economizer, which is a Convertible Economizer – i.e. vertical duct, or horizontal duct. The horizontal duct, however, comes out the front of the RTU where the Power Exhaust (PE) is depicted in the Submittal (under the OA Hood) instead of the side, as the ECE does. When the ECC style Economizer is used in horizontal applications the PCC PE is mounted on the Return Air Duct since the Return Air Duct mounts to the same location the PE mounts. And, it is mounted on the Return Air Duct because it must assist the evacuation of air in the Return Air system. And since the ECE style Economizer requires the PE to be mounted on the Return Air Duct there was no need to have a unit specific PE designed for it, as the PCC PE meets the requirement.

So, the PCC PE must mount on the Return Air Duct when installing the ECE style Economizer, because if you tried to mount it on the RTU you would not be in the Return Air stream any longer; you would be in the Mixed Air stream."

The plans do not call for any duct mounted power exhausts, and it seems that the return ductwork is also incorrect as shown on the mechanical roof plan for building E. Please reference above



RAN ENTERPRISES, Inc
17202 Gothard Street, Unit 1
Huntington Beach, CA 92647
Tel: (714)842-8688, Fax: (714)842-8577
Contractor State License # 818754

REQUEST FOR INFORMATION

The current design is incorrect and will not work as per the above confirmation. Provide a complete redesign showing all locations for the power exhausts, new ductwork, new sizes of ductwork, locations, locations of power exhausts, supports required with correct details, electrical connections and requirements, disconnects, etc... in order to proceed accordingly.

PROPOSED SOLUTION:

RESPONSE:

RESPONSE BY A&E TEAM: _____

DATE: _____

FAILURE TO PROVIDE ADEQUATE RESPONSE TO THIS RFI BY THE REQUESTED DATE WILL IMPACT THE DELIVERY SCHEDULE AND CAUSE ADDITIONAL COST TO THE PROJECT.

Cut Sheet for Modulating Power Exhaust and Economizer



182 GRANITE STREET, SUITE 101, CORONA, CA 92879

PHONE: (951)278-1830 FAX: (951)278-8444 www.canfab.com canfab@canfab.com

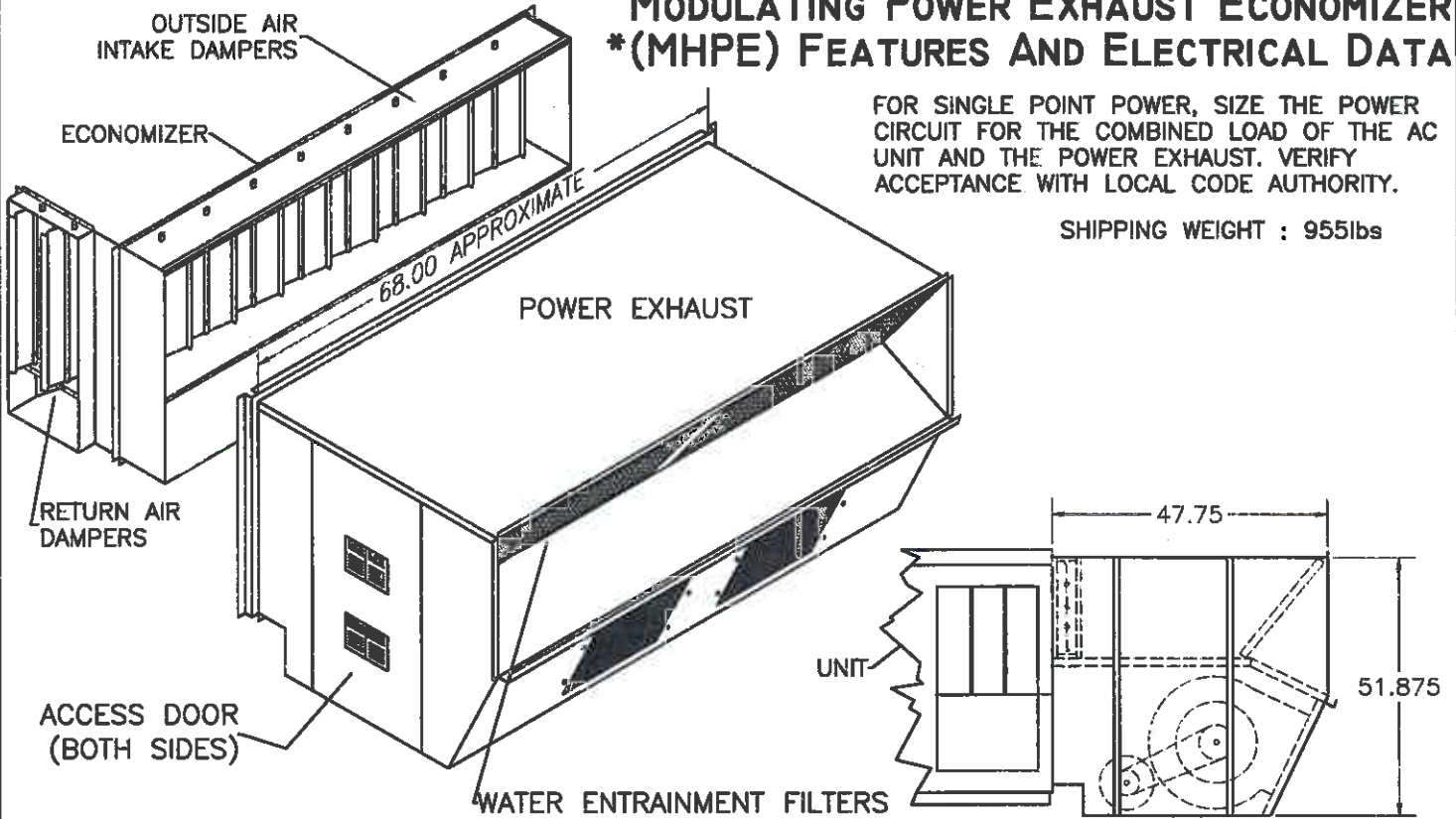
FOR: HORIZONTAL CARRIER UNITS:
48/50HC 17-20, 48/50TC 17-24,
50TCQ 17-24

PART NO: 1180-*HPE050-****

INTERNAL HORIZONTAL DISCHARGE CENTRIFUGAL BLOWER MODULATING POWER EXHAUST ECONOMIZER *(MHPE) FEATURES AND ELECTRICAL DATA

FOR SINGLE POINT POWER, SIZE THE POWER
CIRCUIT FOR THE COMBINED LOAD OF THE AC
UNIT AND THE POWER EXHAUST. VERIFY
ACCEPTANCE WITH LOCAL CODE AUTHORITY.

SHIPPING WEIGHT : 955lbs



FAN MOTOR AND VFD ELECTRICAL DATA

HP	RPM	VOLTAGE	PHASE	FLA	MCA	MOCp
→ 5	1750	208	3	19.6	24.5	44.1
		230		17.1	21.375	38.475
		→ 460		8.6	10.75	19.35 ←
		575		7.4	9.25	16.65

PERFORMANCE AND SOUND DATA

PERFORMANCE			OCTAVE BAND LEVELS HZ								
CFM	SP IN WG	RPM	Hz	63	125	250	500	1000	2000	4000	8000
10000	.20	825	dB	96	96	86	81	79	74	69	64
9000	.25	807		93	93	83	78	76	71	66	61
→ 8000	.30	795		89	89	79	74	72	67	62	57
7000	.40	807		89	89	79	74	72	67	62	57
6000	.50	835		88	88	78	73	71	66	61	56

THE CANFAB MODULATING POWER EXHAUST CAN BE USED IN HORIZONTAL INSTALLATIONS. IT UTILIZES A FULLY PROGRAMMABLE VARIABLE FREQUENCY DRIVE AND A 0 TO .5 SP DIFFERENTIAL PRESSURE TRANSMITTER. ALL VFD SETTINGS ARE PRE-PROGRAMMED FROM THE FACTORY AND CAN BE EASILY CHANGED IN THE FIELD FOR CUSTOM APPLICATIONS. A FACTORY PROVIDED FIELD MOUNTED SPST SWITCH IS ALL THE SYSTEM REQUIRES TO ENERGIZE THE RUN/STOP COMMAND OF THE VFD. BAROMETRIC BACKDRAFT DAMPERS ARE INCLUDED ON THE CENTRIFUGAL EXHAUST BLOWERS. FAN MOTORS AND VFDS ARE RECOGNIZED BY UL AND ARE CSA CERTIFIED. PERMANENTLY LUBRICATED BALL BEARINGS AND THERMAL PROTECTION ARE STANDARD.

DOC: 01-02

PROJECT: **RIO School STEAM - Building E - RTU-E7 and RTU-E8** DATE: **09-06-2018**

ENGINEER: **PBS Engineers Inc.** Contractor: **RAN Enterprise**

DRAWING NUMBER: 1180HCA.dwg MR 05.11.11

Nishit Patel

To: theexperts@siglers.com
Cc: Khushboo Patel, P.E.; Norman Patel; Valdez, Rodrigo; Windura, Samuel
Subject: RE: Rio Unit E-7 and E-8 economizer with power exhaust Issue.

From: Samuel A. Windura <theexperts@siglers.com>
Sent: Friday, September 07, 2018 10:01 AM
To: Nishit Patel <npatel@pbsengineers.com>
Cc: Khushboo Patel, P.E. <kpatel@pbsengineers.com>; Norman Patel <nopatel@pbsengineers.com>; Valdez, Rodrigo <rvaldez@siglers.com>; Windura, Samuel <swindura@siglers.com>
Subject: Re: Rio Unit E-7 and E-8 economizer with power exhaust Issue.

Hi Nishi,

The cost for the Canfab Economizer-Power exhaust, Honeywell actuator only would be **\$5,100**.
Manufacturing time would be 14-16 business days (Add 2-3 days for shipment and coordination).

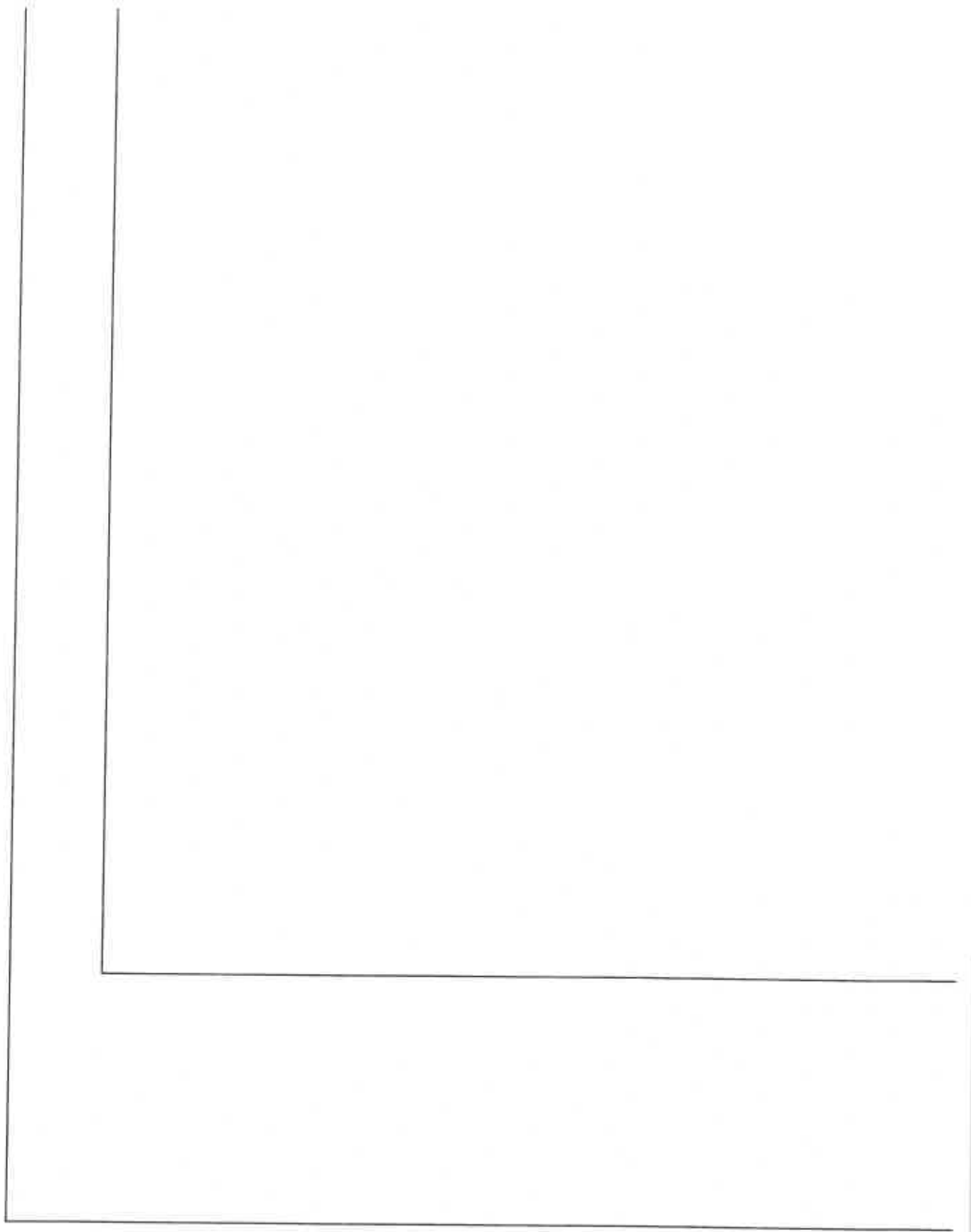
Thank you,

Samuel Windura
Waterside Systems Specialist
Russell Sigler, Inc.
Direct: (714) 578 5167 | [Email: swindura@siglers.com](mailto:swindura@siglers.com)

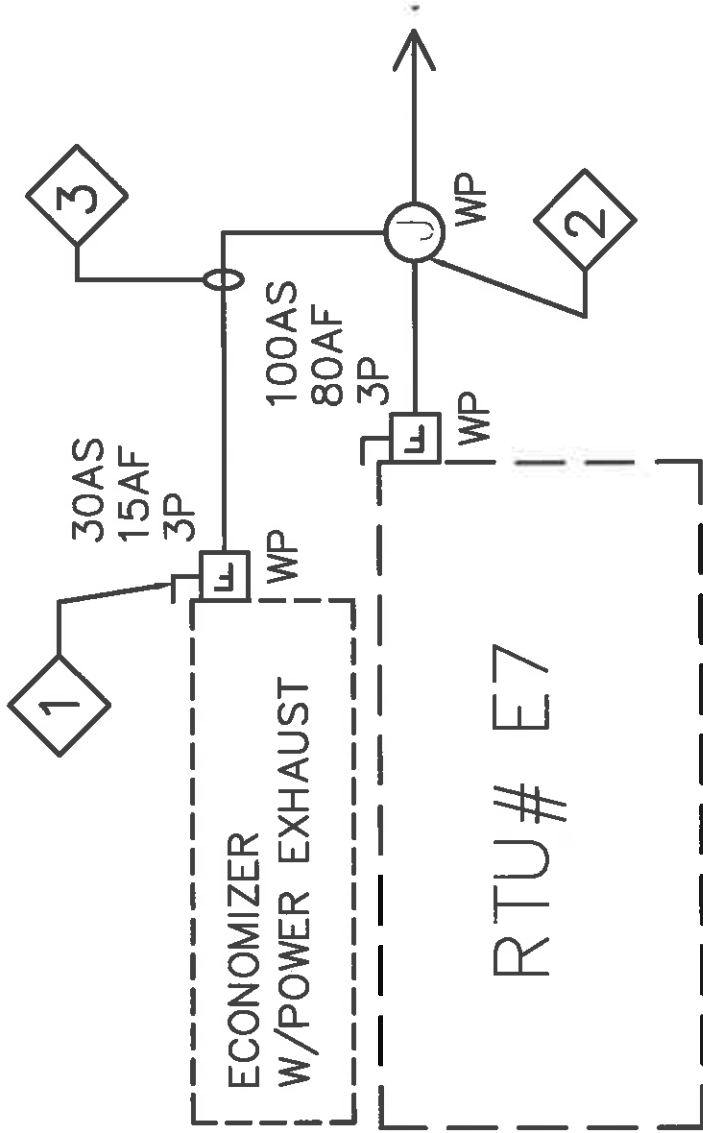
On Fri, Sep 7, 2018 at 09:16 am, <npatel@pbsengineers.com> Nishit Patel wrote:

Team,
Delivery time and Cost for CanFab. Please help. DSA inspector is asking for this information and I have 10.00 o'clock call with them. I called CANFab but they said only distributor can give price.
Please help.
Nishit Patel

**Mechanical Design Sketches
(RFI#0538R1)**



Electrical Design Sketches (RFI#0538R1)



1

PROVIDE NEW 30A/3P WEATHERPROOF FUSED DISCONNECT SWITCH.

2

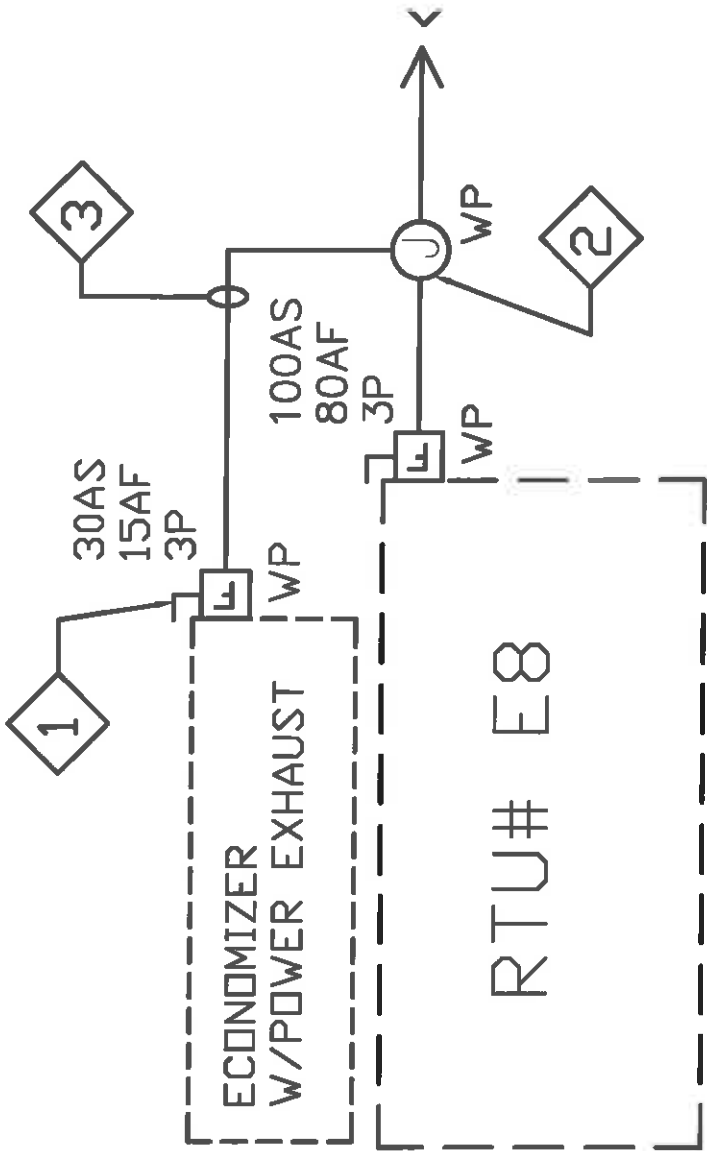
PROVIDE NEW WEATHERPROOF JUNCTION BOX, SIZE AS REQUIRED TO INTERCEPT INCOMING 480V FEEDERS. SPLICE IN ECONOMIZER SERVING FEEDER AS REQUIRED.

3

PROVIDE 3/4" C-W/FEEDERS SIZED PER THE MFG. NAMEPLATE.

4

TO EXISTING 480V/3P CIRCUIT 'E1H2-20,22,24'.



- 1 PROVIDE NEW 30A/3P WEATHERPROOF FUSED DISCONNECT SWITCH.
- 2 PROVIDE NEW WEATHERPROOF JUNCTION BOX, SIZE AS REQUIRED TO INTERCEPT INCOMING 480V FEEDERS. SPLICE IN ECONOMIZER SERVING FEEDER AS REQUIRED.
- 3 PROVIDE 3/4" C-W/FEEDERS SIZED PER THE MFG. NAMEPLATE.
- 4 TO EXISTING 480V/3P CIRCUIT 'E1H2-25,27,29'.

HORIZONTAL POWER EXHAUST ECONOMIZER INSTALLATION INSTRUCTIONS



EXHAUST FAN CAN CAUSE SEVERE INJURY.
ALWAYS DISCONNECT POWER TO HVAC UNIT
BEFORE SERVICING.

1 - REMOVE RETURN AIR COMPARTMENT PANEL
FROM BACK OF HVAC UNIT. (SEE DETAIL #1)

2 - REMOVE SCREWS ON BACK OF HVAC
UNIT HOLDING TOP OF HVAC UNIT DOWN.
ALSO REMOVE SCREWS ABOUT HALFWAY
DOWN BOTH SIDES OF HVAC UNIT TOP.
(SEE DETAIL #1)

3 - LIFT TOP OF THE HVAC UNIT AND PROP
UP WITH SUPPORTS, 2" SPACING
REQUIRED. (SEE DETAIL #2)

4 - LOCATE EXHAUST HOOD FROM SHIPPING
PACKAGE, PLACE GASKET AROUND THE
FLANGES OF THE HOOD. THEN SECURE
HOOD OVER THE EXHAUST OPENING WITH
SCREWS PROVIDED. (SEE DETAIL #2)

5 - WHEN USING THE BELIMO ACTUATOR
OPTION, CONSULT CONTROLS
CONTRACTOR REGARDING THE
ECONOMIZER WIRING REQUIREMENTS.

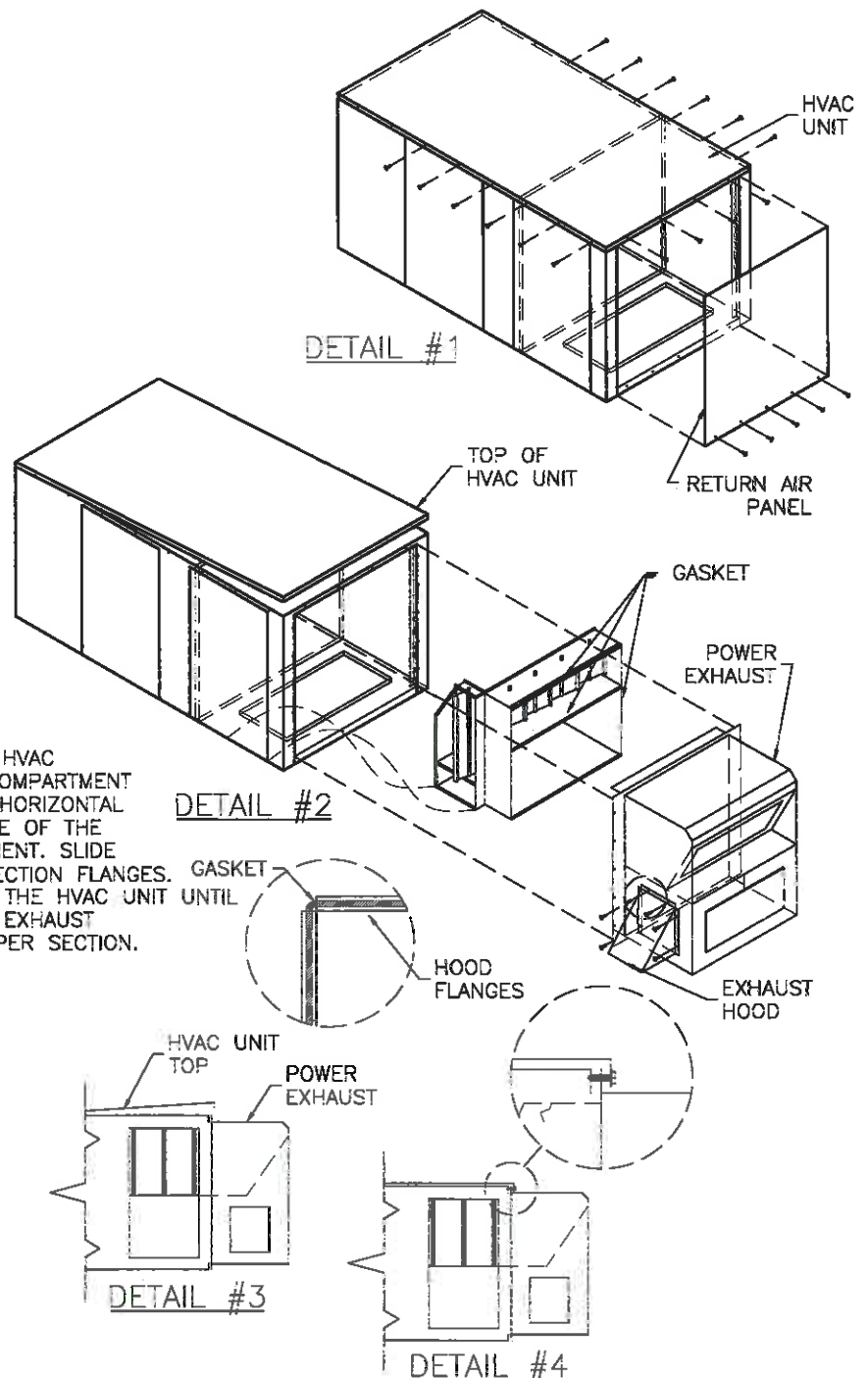
6 - SLIDE THE ECONOMIZER ASSEMBLY INTO THE HVAC
UNIT. PUT THE RETURN PORTION INTO THE COMPARTMENT
FIRST AND SLIDE TO THE LEFT AGAINST THE HORIZONTAL
RETURN OPENING THEN SLIDE THE RIGHT SIDE OF THE
ASSEMBLY INTO THE RETURN AIR COMPARTMENT. SLIDE
PLACE GASKET PROVIDED ON ALL DAMPER SECTION FLANGES.
SLIDE THE POWER EXHAUST ASSEMBLY ONTO THE HVAC UNIT UNTIL
THE FLANGES ON THE BACK OF THE POWER EXHAUST
REST AGAINST THE HVAC UNIT AND THE DAMPER SECTION.
(SEE DETAIL DRAWING #2 & #3)

7 - REMOVE SUPPORTS USED TO PROP THE
TOP OF THE HVAC UNIT. SUPPORTS USED
FROM STEP #3.
NOTE: THE TOP OF HVAC UNIT HOOKS
OVER THE TOP FLANGE OF POWER
EXHAUST. (SEE DETAIL #4)

8 - SECURE TOP OF THE POWER EXHAUST TO
THE HVAC UNIT BY USING SCREWS
REMOVED IN STEP #2. ALSO SCREW
ALONG THE SIDE FLANGES OF THE POWER
EXHAUST USING #12 X 1 SCREWS
PROVIDED WITH POWER EXHAUST
PACKAGE. (SEE DETAIL #5)

IMPORTANT

FOLLOW ALL LOCAL AND NATIONAL CODES
WHEN WIRING THE SYSTEM.



PROJECT:

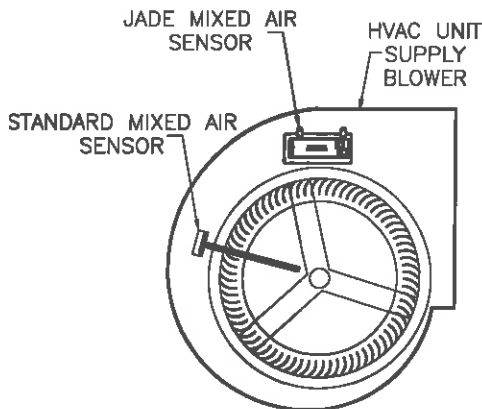
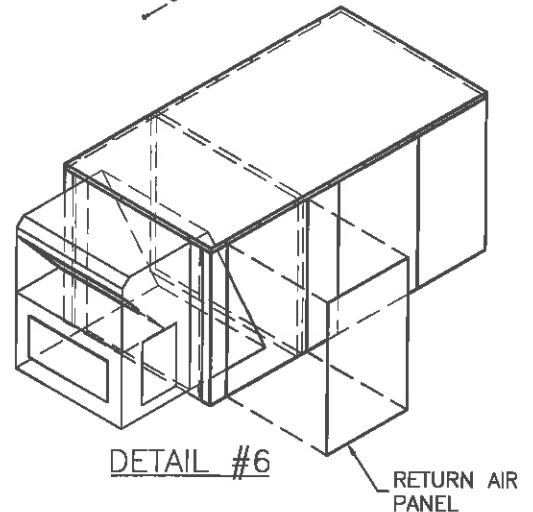
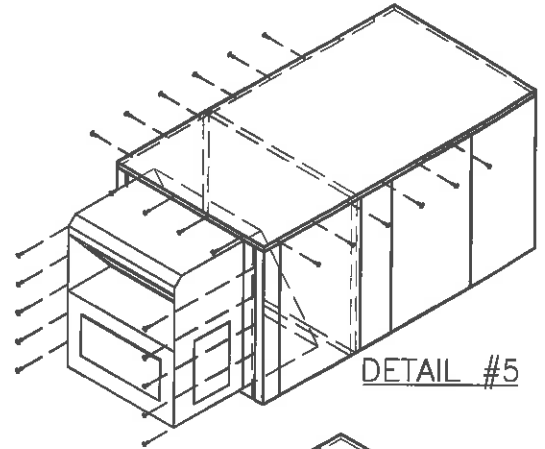
DATE:

ENGINEER:

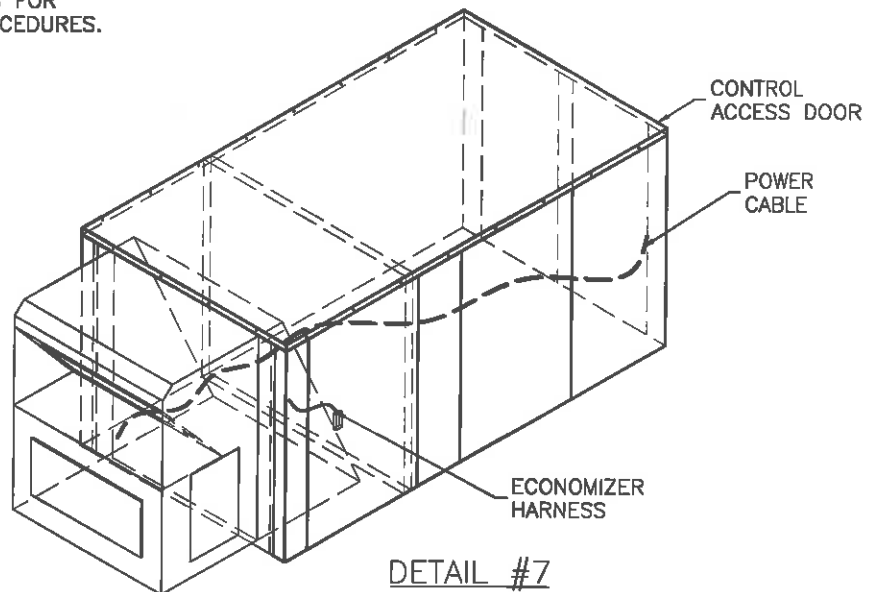
DISTRIBUTOR:

HORIZONTAL POWER EXHAUST ECONOMIZER INSTALLATION INSTRUCTIONS

- 9 - REPLACE ALL SCREWS ALONG THE SIDES OF THE TOP OF THE HVAC UNIT, REMOVED IN STEP #2. (SEE DETAIL #5)
- 10 - REMOVE RETURN AIR COMPARTMENT PANEL LOCATED ON THE RIGHT OR LEFT SIDE OF HVAC UNIT. (SEE DETAIL #6)
- 11 - PLUG THE ECONOMIZER HARNESS INTO THE HVAC UNITS ECONOMIZER PLUG. (SEE DETAIL #7)
- 12 - ROUTE THE 2-WHITE MIXED AIR SENSOR WIRES THROUGH THE HVAC UNIT TO THE SUPPLY BLOWER COMPARTMENT.
- 13 - REMOVE THE MIXED AIR TEMPERATURE SENSOR FROM IT'S SHIPPING LOCATION. THIS IS LOCATED IN THE OUTSIDE AIR INTAKE HOOD BEHIND THE WATER ENTERTAINMENT FILTERS NEXT TO THE DAMPER ACTUATOR.
- 14 - MOUNT THE MIXED AIR SENSOR ON THE SUPPLY BLOWER SO THE END OF THE SENSOR IS OVER THE INLET OF THE SUPPLY BLOWER. (SEE DETAIL #8)
- 15 - ROUTE THE UL APPROVE LINE VOLTAGE CABLE FROM THE POWER EXHAUST THROUGH THE UNIT TO THE CONTROL COMPARTMENT IN THE HVAC UNIT. SEE THE STANDARD POWER EXHAUST & MODULATION POWER EXHAUST WIRING AND START UP INSTRUCTIONS FOR ELECTRICAL CONNECTIONS AND START UP PROCEDURES.



DETAIL #8



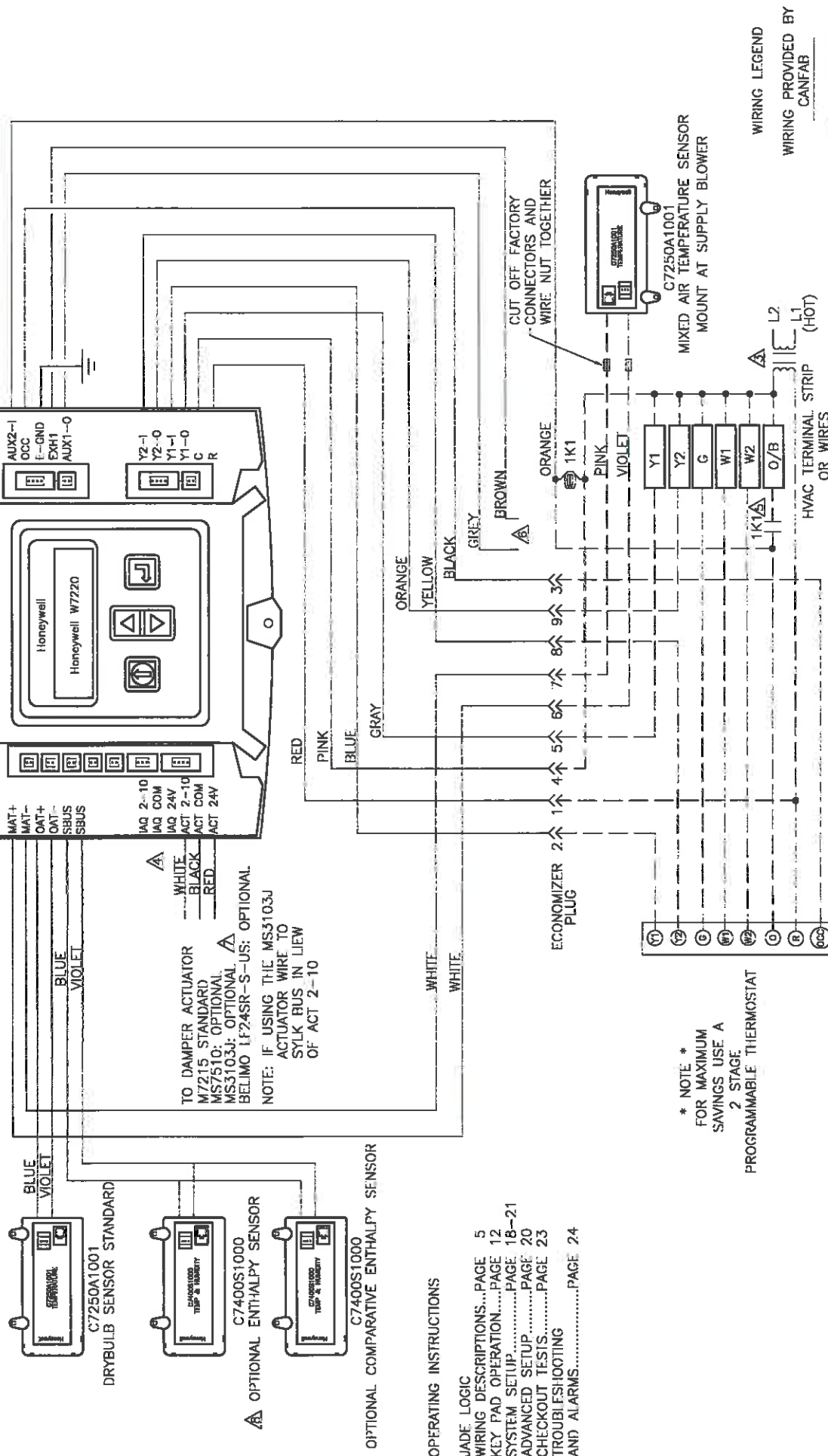
PROJECT:

DATE:

ENGINEER:

DISTRIBUTOR:

**JADE MODULATING ECONOMIZER CONTROLS
CARRIER GAS ELECTRIC, COOLING ONLY & HEAT PUMP UNITS**



WIRING LEGEND
WIRING PROVIDED BY CANFAB
FIELD, UNIT OR OPTIONAL WIRING

FOR: Carrier 3 Thru 27.5 Ton Commercial Units
JADE Economizer Controls

PART NO:	PROJECT:
ENGINEER:	DISTRIBUTOR:
DRAWING NO: 12100co SW	DATE: 3.04.13
APPROVED BY:	DATE: / /



182 GRANITE STREET, SUITE 101, CORONA, CA 92879
PHONE: (951)278-1830 FAX: (951)278-8444 www.canfab.com canfab@canfab.com

OPERATING INSTRUCTIONS

JADE LOGIC
WIRING DESCRIPTIONS...PAGE 5
KEY PAD OPERATION...PAGE 12
SYSTEM SETUP...PAGE 18-21
ADVANCED SETUP...PAGE 20
CHECKOUT TESTS...PAGE 23
TROUBLESHOOTING...PAGE 24
AND ALARMS...PAGE 24

* NOTE *
FOR MAXIMUM SAVINGS USE A 2 STAGE PROGRAMMABLE THERMOSTAT

THERMOSTAT BY OTHERS

TO DAMPER ACTUATOR
M7215 STANDARD
MS7510: OPTIONAL
MS3103J: OPTIONAL
BELIMO LF24SR-S-US: OPTIONAL
NOTE: IF USING THE MS3103J ACTUATOR WIRE TO SYLK BUS IN LIEU OF ACT 2-10

- C7250A1001 DRYBULB SENSOR STANDARD
- C7400S1000 OPTIONAL ENTHALPY SENSOR
- C7400S1000 OPTIONAL COMPARATIVE ENTHALPY SENSOR



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FOR: JADE ECONOMIZERS

PART NO:

MODULATING ECONOMIZER CONTROLS GAS ELECTRICS, COOLING ONLY AND HEAT PUMP UNITS PAGE 2

- ① POWER SUPPLY. PROVIDE DISCONNECT MEANS AND OVERLOAD PROTECTION AS REQUIRED.
- ② MOTOR SPRING—RETURNS CLOSED WHEN UNIT IS NOT RUNNING.
- ③ ENSURE THAT EQUIPMENT TRANSFORMER IS SIZED TO HANDLE THE EXTRA LOAD OF THE ECONOMIZER AND ACTUATOR.
- ④ OPTIONAL DEMAND CONTROL VENTILATION (DCV) CO2 SENSOR WITH 2-10VDC OUTPUT. WIRE HARNESS EXTENSION PROVIDED WITH THE CO2 SENSOR.
- ⑤ WHEN USING A HEATPUMP WITH DEFROST FEEDBACK, ADD AN ISOLATION RELAY BETWEEN O AND C. (FIELD PROVIDED AND INSTALLED).
- ⑥ 24 VAC OUTPUT WHEN PROGRAMMED CAP OFF IF NOT USED (SEE PAGE 6 FOR ACTUATOR WIRING OPTIONS). NOTE: ON/OFF ACTUATORS CAN BE USED ON THE EXH1 OR AUX1-O TERMINALS WITH GROUND TO THE C TERMINAL. WHEN PROGRAMMING THE EXH1 OR AUX1-O, THE % IS THE PERCENT OPEN POSITION OF THE OUTDOOR AIR DAMPER WHEN THE EXH1 OR AUX1-O TERMINAL IS ENERGIZED AND THE 2-POS DAMPER OPENS 100%. IF USING THE AUX1-O TERMINAL PROGRAM AUX1-O FOR EXH2.
- ⑦ OPTIONAL MS3103J COMMUNICATING ACTUATOR AVAILABLE (SPECIAL ORDER CONTACT FACTORY).
- ⑧ WHEN USING THE SYLKBUS SENSORS THERE WILL BE A SLIGHT DELAY WHILE THE JADE CONTROLLER AND THE SENSOR/S COMMUNICATE. ANALOG SENSORS DO NOT COMMUNICATE ON THE SYLKBUS AND OUTPUT A 20k OHM SIGNAL TO THE JADE CONTROLLER SO THE RESPONSE TIME IS INSTANTANEOUS.

NOTE: JADE WILL BE IN "SET UP" MODE FOR THE FIRST 60 MINUTES AFTER POWER UP. IF A SENSORS FOR THE OA OR SYLKBUS DEVICE (SENSOR, ACTUATOR) IS DISCONNECTED DURING THE SET UP MODE, THE JADE WILL NOT ALARM THE FAILURE. THE MA SENSOR IS A SYSTEM "CRITICAL" SENSOR, IF THE MA SENSOR IS REMOVED DURING THE SET UP MODE, THE JADE WILL ALARM. AFTER 60 MINUTES THE JADE CONTROLLER WILL CHANGE TO OPERATION MODE AND ALL COMPONENTS REMOVED OR FAILED WILL ALARM.

PROJECT:

DATE:

ENGINEER:

DISTRIBUTOR:

CanFab

CANNON FABRICATION

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FOR: STANDARD POWER EXHAUST AND
MODULATING POWER EXHAUST
WIRING AND START UP

PART NO: PE-MPE WIRING-051919

**STANDARD POWER EXHAUST
&
MODULATING POWER EXHAUST
WIRING & START UP**

PROJECT:

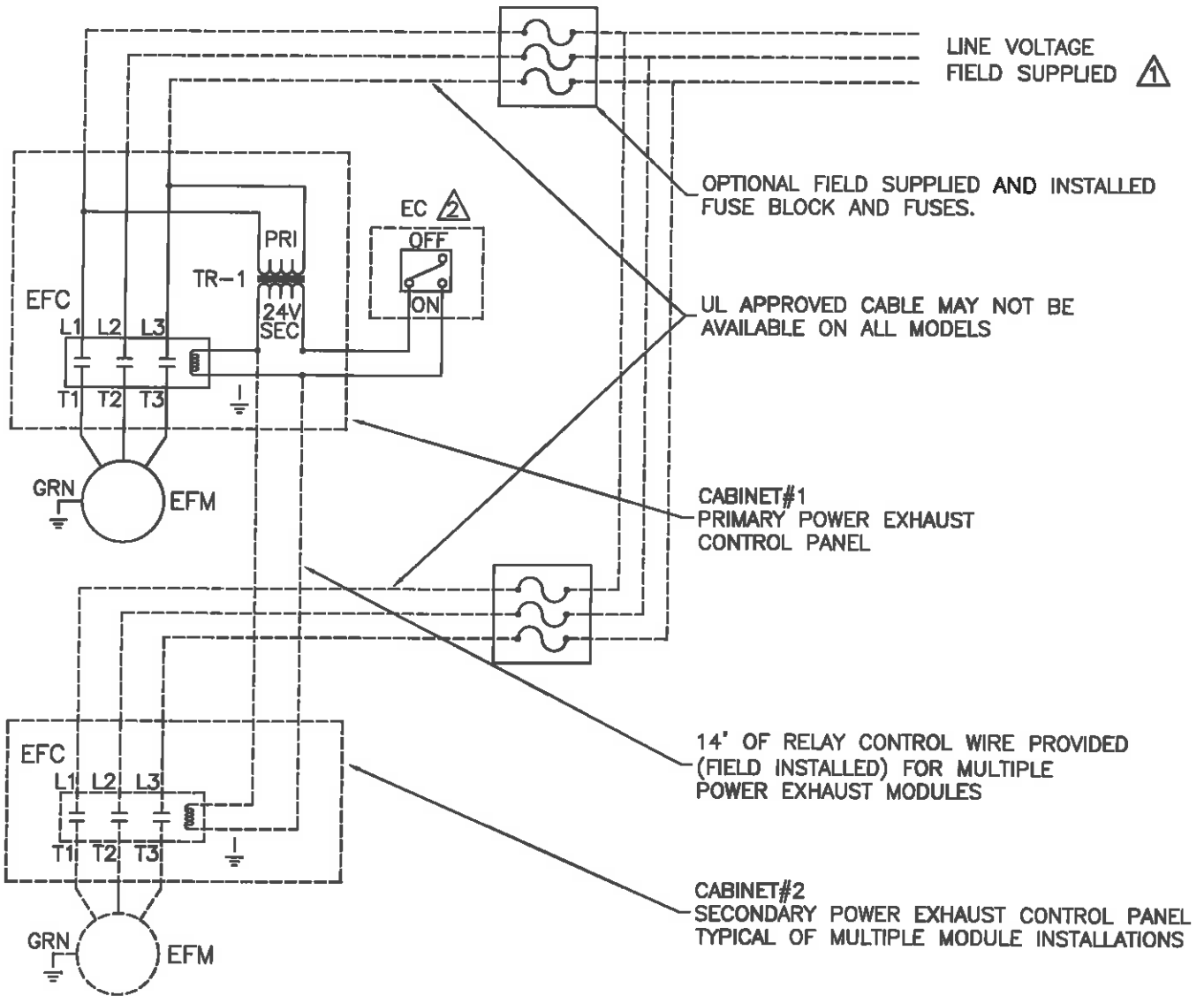
DATE:

ENGINEER:

DISTRIBUTOR:

DRAWING NUMBER: PE-MPE WIRING-050919.DWG

POWER EXHAUST WIRE SCHEMATIC



LEGEND

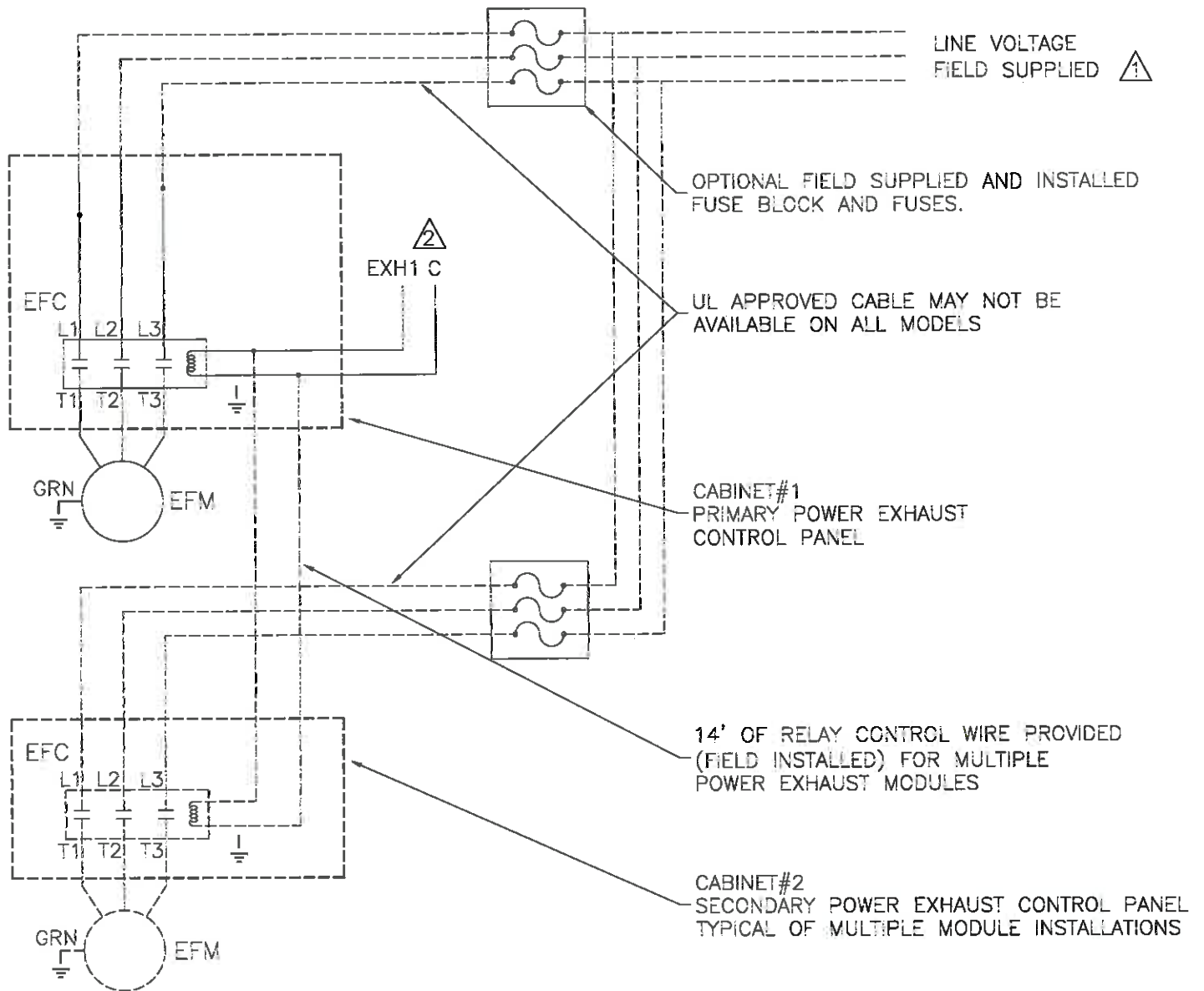
EFC	-	EXHAUST FAN CONTACTOR
EFM	-	EXHAUST FAN MOTOR
TR-1	-	CONTROL TRANSFORMER
EC	-	EXHAUST CONTACTS
⏚	-	GROUND CONNECTION

WARNING
TO AVOID SERIOUS INJURY
DISCONNECT POWER SUPPLY
BEFORE SERVICING UNIT.

** NOTES **

- ⚠ - POWER SUPPLY, PROVIDE DISCONNECT MEANS AND CIRCUIT PROTECTION AS REQUIRED. SEE POWER EXHAUST NAME PLATE FOR ELECTRICAL RATINGS. IF LOCAL CODES ALLOW CONNECTING TO THE HVAC UNIT POWER MAKE SURE THE DISCONNECT AND INCOMING WIRING ARE SIZED TO HANDLE THE LOAD OF BOTH THE HVAC UNIT AND THE POWER EXHAUST.
- ⚠ - THE EXHAUST CONTACTS (EC) ENERGIZE THE POWER EXHAUST WHEN THE OUTSIDE AIR DAMPERS ARE AT THE FULL OPEN POSITION. THE EXHAUST CONTACTS WILL BE EITHER INTEGRAL TO THE ECONOMIZER CONTROLLER OR ACTUATOR OR BE A SEPERATE END SWITCH MOUNTED ON THE DAMPER FRAME.

JADE POWER EXHAUST WIRE SCHEMATIC



LEGEND

- EFC - EXHAUST FAN CONTACTOR
- EFM - EXHAUST FAN MOTOR
- TR-1 - CONTROL TRANSFORMER
- EXH-1 - 24V
- C - COMMON
- ⏏ - GROUND CONNECTION

WARNING
TO AVOID SERIOUS INJURY
DISCONNECT POWER SUPPLY
BEFORE SERVICING UNIT.

** NOTES **

- ⚠ - POWER SUPPLY, PROVIDE DISCONNECT MEANS AND CIRCUIT PROTECTION AS REQUIRED. SEE POWER EXHAUST NAME PLATE FOR ELECTRICAL RATINGS. IF LOCAL CODES ALLOW CONNECTING TO THE HVAC UNIT POWER MAKE SURE THE DISCONNECT AND INCOMING WIRING ARE SIZED TO HANDLE THE LOAD OF BOTH THE HVAC UNIT AND THE POWER EXHAUST.
- ⚠ - THE EXHAUST FAN CONTACTOR IS ENERGIZED FROM THE JADE CONTROLLER (EXH-1) & (C). THE DEFAULT SETTING FOR THE FAN TO BE ENERGIZED IS 5%, THIS CAN BE CHANGED ON THE JADE CONTROLLER UNDER SETTINGS (EXH-1).

POWER EXHAUST START UP

PRE START UP

ONCE THE POWER EXHAUST ECONOMIZER IS INSTALLED, REMOVE THE ACCESS DOORS ON THE EXHAUST CABINET. ROUTE LINE VOLTAGE CABLE FROM THE VFD TO THE DISCONNECT OR UNIT POWER DISTRIBUTION POINT AS REQUIRED.

**** NOTE ****

CHECK LOCAL CODE REQUIREMENTS PRIOR TO INSTALLING THE LINE VOLTAGE THROUGH AC PACKAGE UNIT. A SEPERATE DISCONNECT MAY BE REQUIRED. SEE POWER EXHAUST NAME PLATE FOR ELECTRICAL RATINGS.

START UP

USE THE START UP REPORT TO RECORD UNIT INFORMATION AND VERIFICATION OF START UP CHECKS.

- 1 - THE POWER EXHAUST WILL BE ENERGIZED WHEN THE EXHAUST CONTROL CONTACTS ARE CLOSED. THE CONTACTS WILL NOT BE CLOSED UNTIL THE OUTSIDE AIR DAMPERS ARE FULLY OPEN. ONCE THE CONTACTS ARE CLOSED THE CONTACTOR WILL BE ACTIVATED AND ENERGIZE THE POWER EXHAUST.
- 2 - CHECK THE POWER EXHAUST INSTALLATION IS COMPLETE, POWER EXHAUST IS LEVEL AND ALL SEAMS ARE TIGHT.
- 3 - CHECK THE SET SCREWS ON THE BLOWER WHEEL HUB. BE SURE THEY ARE TIGHT AND THE WHEEL DOES NOT RUB THE HOUSING.
- 4 - CHECK THE MOTOR AND BLOWER PULLEYS. BE SURE THEY ARE TIGHT AND ALIGNED.
- 5 - CHECK THE BELT TENSION. ASSURE THERE IS NOT MORE THAN 1/2" OF BELT DEFLECTION.
- 6 - CHECK ALL LINE AND LOW VOLTAGE CONNECTIONS FOR LOOSE OR UN-CONNECTED WIRES.

WARNING: HAZARD OF ELECTRICAL SHOCK! DISCONNECT INCOMMING POWER BEFORE SERVICING THE POWER EXHAUST

7 - VERIFY CORRECT VOLTAGE TO THE DISCONNECT BEFORE TURNING ON POWER TO THE POWER EXHAUST. IF THE BLOWER IS ROTATING THE WRONG DIRECTION, SWITCH THE T1 & T2 MOTOR LEADS AT THE CONTACTOR TO T2 & T1. ADJUST THE MOTOR SHEAVE FOR THE DESIRED BLOWER CFM OUTPUT AT FULL SPEED.

**** NOTES ****

- 1 - POWER SUPPLY, PROVIDE DISCONNECT MEANS AND CIRCUIT PROTECTION AS REQUIRED. SEE POWER EXHAUST NAME PLATE FOR ELECTRICAL RATINGS. IF LOCAL CODES ALLOW CONNECTING TO THE HVAC UNIT POWER MAKE SURE THE DISCONNECT AND INCOMING WIRING ARE SIZED TO HANDLE THE LOAD OF BOTH THE HVAC UNIT AND THE POWER EXHAUST.
- 2 - THE EXHAUST CONTACTS (EC) ENERGIZE THE POWER EXHAUST WHEN THE OUTSIDE AIR DAMPERS ARE AT THE FULL OPEN POSITION. THE EXHAUST CONTACTS WILL BE EITHER INTEGRAL TO THE ECNOMIZER CONTROLLER OR ACTUATOR OR BE A SEPERATE END SWITCH MOUNTED ON THE ACTUATOR OR THE DAMPER FRAME.

POWER EXHAUST CHECK OUT

PROJECT _____

AC UNIT MODEL _____ UNIT TAG _____

POWER EXHAUST MODEL _____

POWER EXHAUST SERIAL NUMBER _____

DATE _____ TECHNICIAN _____

___ POWER EXHAUST CABINET IS INSTALLED IN AC UNIT (SEAMS ARE TIGHT, POWER EXHAUST IS LEVEL, NO GAPS)

___ ELECTRICAL CONNECTIONS ARE TIGHT

___ VERIFY BLOWER ROTATES FREELY AND WHEEL DOES NOT RUB

___ MOTOR SHEAVE, BLOWER SHEAVE AND BLOWER WHEEL SET SCREWS ARE TIGHT.

___ LOW VOLTAGE WIRING IS CONNECTED

___ LINE VOLTAGE WIRING IS CONNECTED

___ VERIFY VOLTAGE _____ L1-L2 _____ L2- L3 _____ L1-L3

_____ L1-N _____ L2-N _____ L3-N

___ VERIFY BLOWER ROTATION

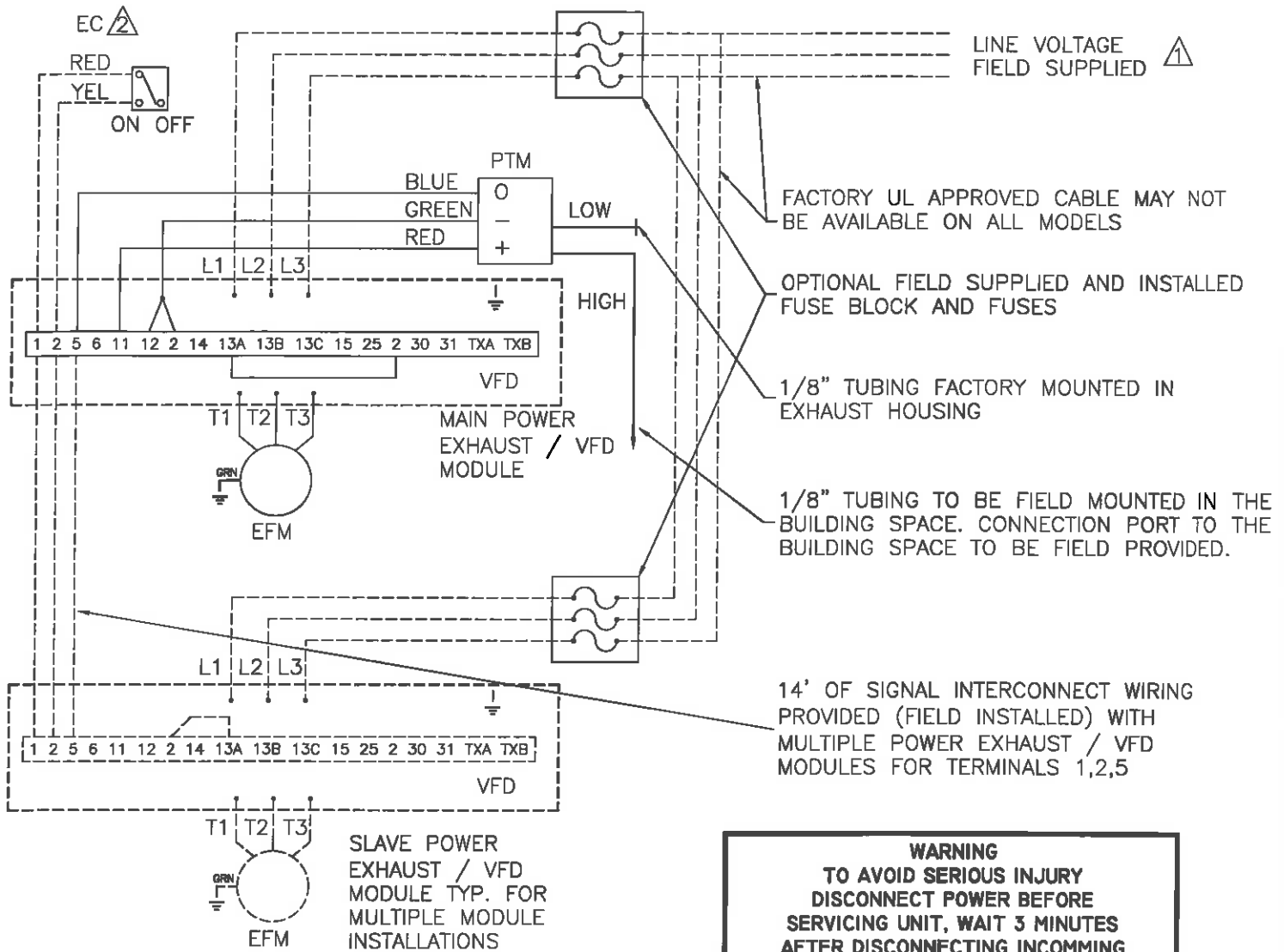
___ BLOWER DATA _____ CFM _____ RPM

VFD _____ L1 AMPS _____ L2 AMPS _____ L3 AMPS

MOTOR _____ T1 AMPS _____ T2 AMPS _____ T3 AMPS

MOTOR _____ BHP

PI MODULATING POWER EXHAUST WIRING (0-10VDC 0-10VDC SENSOR)



WARNING
TO AVOID SERIOUS INJURY
DISCONNECT POWER BEFORE
SERVICING UNIT, WAIT 3 MINUTES
AFTER DISCONNECTING INCOMING
POWER BEFORE SERVICING DRIVE.
CAPACITORS RETAIN CHARGE AFTER
POWER IS REMOVED.

LEGEND

EFC	- EXHAUST FAN CONTACTOR	PTM	- PRESSURE TRANSMITTER
EFM	- EXHAUST FAN MOTOR	VFD	- VARIABLE FREQUENCY DRIVE
TR-1	- CONTROL TRANSFORMER	⏏	- GROUND CONNECTION
EC	- EXHAUST CONTROL		

** NOTES **

- 1 POWER SUPPLY, PROVIDE DISCONNECT MEANS AND CIRCUIT PROTECTION AS REQUIRED. SEE POWER EXHAUST NAME PLATE FOR ELECTRICAL RATINGS. IF LOCAL CODES ALLOW CONNECTING TO THE HVAC UNIT POWER MAKE SURE THE DISCONNECT AND INCOMING WIRING ARE SIZED TO HANDLE THE LOAD OF BOTH THE HVAC UNIT AND THE POWER EXHAUST.
- 2 THE EXHAUST CONTACTS (EC) INITIATE THE RUN/STOP SIGNAL FOR THE VFD. WHEN THE OUTSIDE AIR DAMPERS ARE FULLY CLOSED THE VFD IS IN STOP MODE. WHEN THE DAMPERS START TO OPEN THE VFD WILL GO INTO RUN MODE. THE EXHAUST CONTACTS WILL BE EITHER INTEGRAL TO THE ECONOMIZER CONTROLLER OR ACTUATOR OR BE A SEPERATE END SWITCH MOUNTED ON THE DAMPER FRAME. IF EQUIPED WITH HONEYWELL JADE CONTROLS, THE VFD WILL BE SHIPPED WITH A JUMPER WIRE CONNECTED TO TERMINAL 1. AFTER POWER-UP CONNECT THIS JUMPER WIRE BETWEEN TERMINAL 1 AND 2 TO INITIALIZE THE START COMMAND. ONCE STARTED, PROGRAM PARAMETER 3 TO (02) TO START ON POWER-UP. TURN OFF POWER AND REMOVE THE JUMPER BETWEEN 1 AND 2 AND TURN THE POWER BACK ON.
- 3 THE VFD IS FACTORY PRE-PROGRAMMED TO ACCEPT THE 0-10 VDC SIGNAL FROM THE DIFFERENTIAL PRESSURE TRANSMITTER. FOR CUSTOM PROGRAMMING FIRST CHANGE PARAMETER 48 TO USER SETTINGS. SEE INSTRUCTIONS IN THE VFD HAND BOOK TO SET PARAMETERS.

MODULATING POWER EXHAUST START UP

PRE START UP

ONCE THE POWER EXHAUST ECONOMIZER IS INSTALLED, REMOVE THE ACCESS DOORS ON THE EXHAUST CABINET. ROUTE THE 1/8" PRESSURE TUBING (PROVIDED) FROM THE HIGH PRESSURE PORT ON THE TRANSMITTER TO THE OCCUPIED BUILDING SPACE. TERMINATE THE PRESSURE TUBING AT A PORT (FIELD PROVIDED) SHIELDED FROM DRAFTS. ROUTE LINE VOLTAGE CABLE FROM THE VFD TO THE DISCONNECT OR UNIT POWER DISTRIBUTION POINT AS REQUIRED.

**** NOTE ****

CHECK LOCAL CODE REQUIREMENTS PRIOR TO INSTALLING THE LINE VOLTAGE THROUGH AC PACKAGE UNIT. A SEPERATE DISCONNECT MAY BE REQUIRED. SEE POWER EXHAUST NAME PLATE FOR ELECTRICAL RATINGS.

START UP

USE THE START UP REPORT TO RECORD UNIT INFORMATION AND VERIFICATION OF START UP CHECKS.

- 1 - THE POWER EXHAUST WILL BE ENERGIZED WHEN THE EXHAUST CONTROL CONTACTS ARE CLOSED. THE CONTACTS WILL NOT BE CLOSED UNTIL THE OUTSIDE AIR DAMPERS START TO OPEN. ONCE THE CONTACTS ARE CLOSED THE RUN SIGNAL AT THE VFD WILL BE ENABLED. MOTOR SPEED WILL BE DEPENDENT UPON THE BUILDING PRESSURE SIGNAL FROM THE PRESSURE TRANSMITTER.
- 2 - CHECK THE POWER EXHAUST INSTALLATION IS COMPLETE, POWER EXHAUST IS LEVEL AND ALL SEAMS ARE TIGHT.
- 3 - CHECK THE SET SCREWS ON THE BLOWER WHEEL HUB. BE SURE THEY ARE TIGHT AND THE WHEEL DOES NOT RUB THE HOUSING.
- 4 - CHECK THE MOTOR AND BLOWER PULLEYS. BE SURE THEY ARE TIGHT AND ALIGNED.
- 5 - CHECK THE BELT TENSION. ASSURE THERE IS NOT MORE THAN 1/2" OF BELT DEFLECTION.
- 6 - CHECK ALL LINE AND LOW VOLTAGE CONNECTIONS FOR LOOSE OR UN-CONNECTED WIRES.

WARNING: HAZARD OF ELECTRICAL SHOCK! CAPACITORS IN THE VFD RETAIN THEIR CHARGE AFTER THE POWER IS REMOVED. DISCONNECT INCOMMING POWER AND WAIT UNTIL THE VOLTAGE BETWEEN TERMINALS B+ & B- IS 0 VDC BEFORE SERVICING THE DRIVE

7 - VERIFY CORRECT VOLTAGE TO THE DISCONNECT BEFORE TURNING ON POWER TO THE POWER EXHAUST. TO CHECK OUT THE BLOWER, TEMPORARILY DISCONNECT THE JUMPER FROM TERMINALS 13A TO 2 ON THE VFD TERMINAL STRIP. THIS WILL PLACE THE VFD IN KEYPAD/FREQUENCY OPERATION. USE THE ARROW KEYS ON THE KEYPAD TO INCREASE THE SPEED TO 60HZ. IF THE BLOWER IS ROTATING THE WRONG DIRECTION, SWITCH THE T1 & T2 MOTOR LEADS AT THE VFD TO T2 & T1. ADJUST THE MOTOR SHEAVE FOR THE DESIRED BLOWER CFM OUTPUT AT FULL SPEED. WHEN THE BLOWER CHECK OUT IS COMPLETE, RUN THE SPEED BACK DOWN TO 20HZ AND RE-CONNECT THE JUMPER BETWEEN TERMINALS 13A AND 2.

8 - ADJUST THE SETPOINT PER JOB REQUIREMENTS. THE VFD WILL DISPLAY THE PRESSURE CONTROL SET POINT IN HUNDREDTHS OF AN INCH W.G. EXAMPLE: 3.0 = .03" W.G. NOTE: THE

INITIAL SETTING AT FIRST POWER UP WILL BE 3.0. IF THE JOB REQUIREMENT IS FOR .03"W.G, THEN NO FURTHER ADJUSTMENT OF THE SETPOINT IS NECESSARY. TO ADJUST THE SET POINT, PRESS THE UP OR DOWN ARROW, PIC WILL FLASH IN THE DISPLAY THEN THE SET POINT WILL DISPLAY WITH A DOT IN THE UPPER LEFT CORNER OF THE WINDOW. USE THE UP OR DOWN ARROW TO ADJUST THE SET POINT NOW. AFTER MAKING THE CHANGE, PRESS MODE TO ACCEPT IT. AFTER 5 SECONDS OF INACTIVITY THE VFD WILL EXIT THE EDIT SCREEN AND RETURN TO THE DISPLAY SCREEN. USE THE FOLLOWING CHART FOR REFERENCE.

DISPLAY	INCHES WATER GAGE
10.0	0.10"
9.0	0.09"
8.0	0.08"
7.0	0.07"
6.0	0.06"
5.0	0.05"
4.0	0.04"
3.0	0.03"
2.0	0.02"
1.0	0.01"
0.0	0.00"

9 - TO SEE THE FREQUENCY OUTPUT: PRESS MODE TWICE, P50 WILL DISPLAY, PRESS THE UP ARROW UNTIL P71 IS DISPLAYED, PRESS MODE. THE DISPLAY NOW SHOWS THE FREQUENCY OUTPUT. PRESS MODE TO RETURN TO THE SET POINT DISPLAY.

10 - TO SEE THE TRANSMITTER OUTPUT: PRESS MODE TWICE, P50 WILL DISPLAY, PRESS THE UP ARROW UNTIL P69 IS DISPLAYED, PRESS MODE. THE DISPLAY NOW SHOWS THE TRANSMITTER OUTPUT SIGNAL LEVEL. 0.0=0VDC, 10.0=10VDC. PRESS MODE TO RETURN TO THE SET POINT DISPLAY.

11 - FOR MORE ADVANCED FEATURES AND SETTINGS, REFER TO THE VFD MANUAL.

NOTE: TO CHANGE THE OEM SETTINGS, PARAMETER P48 MUST BE SET TO 01 (USER SETTINGS). THE VFD MUST BE IN A STOPPED STATE WITH -- IN THE DISPLAY TO CHANGE THIS PARAMETER.

**** NOTES ****

1 - POWER SUPPLY, PROVIDE DISCONNECT MEANS AND CIRCUIT PROTECTION AS REQUIRED. SEE POWER EXHAUST NAME PLATE FOR ELECTRICAL RATINGS. IF LOCAL CODES ALLOW CONNECTING TO THE HVAC UNIT POWER MAKE SURE THE DISCONNECT AND INCOMING WIRING ARE SIZED TO HANDLE THE LOAD OF BOTH THE HVAC UNIT AND THE POWER EXHAUST.

2 - THE EXHAUST CONTACTS (EC) INITIATE THE RUN/STOP SIGNAL FOR THE VFD. WHEN THE OUTSIDE AIR DAMPERS ARE FULLY CLOSED THE VFD IS IN STOP MODE. WHEN THE DAMPERS START TO OPEN THE VFD WILL GO INTO RUN MODE. THE EXHAUST CONTACTS WILL BE EITHER INTEGRAL TO THE ECONOMIZER CONTROLLER OR ACTUATOR OR BE A SEPERATE END SWITCH MOUNTED ON THE ACTUATOR OR THE DAMPER FRAME.

3 - THE VFD IS FACTORY PRE-PROGRAMMED TO ACCEPT THE 0-10 VDC SIGNAL FROM THE DIFFERENTIAL PRESSURE TRANSMITTER. FOR CUSTOM PROGRAMMING FIRST CHANGE PARAMETER 48 TO USER SETTINGS. SEE INSTRUCTIONS IN THE VFD HAND BOOK TO SET PARAMETERS.

MODULATING POWER EXHAUST CHECK OUT

PROJECT _____

AC UNIT MODEL _____ UNIT TAG _____

POWER EXHAUST MODEL _____

POWER EXHAUST SERIAL NUMBER _____

DATE _____ TECHNICIAN _____

____ POWER EXHAUST CABINET IS INSTALLED IN AC UNIT (SEAMS ARE TIGHT, POWER EXHAUST IS LEVEL, NO GAPS)

____ ELECTRICAL CONNECTIONS ARE TIGHT

____ VERIFY BLOWER ROTATES FREELY AND WHEEL DOES NOT RUB

____ MOTOR SHEAVE, BLOWER SHEAVE AND BLOWER WHEEL SET SCREWS ARE TIGHT.

____ VERIFY PRESSURE TUBING IS RUN TO OCCUPIED SPACE

____ LOW VOLTAGE WIRING IS CONNECTED

____ LINE VOLTAGE WIRING IS CONNECTED

____ VERIFY VOLTAGE _____ L1-L2 _____ L2- L3 _____ L1-L3

_____ L1-N _____ L2-N _____ L3-N

____ VERIFY BLOWER ROTATION

____ BLOWER & VFD DATA AT 60HZ _____ CFM _____ RPM

VFD _____ L1 AMPS _____ L2 AMPS _____ L3 AMPS

MOTOR _____ T1 AMPS _____ T2 AMPS _____ T3 AMPS

MOTOR _____ BHP

____ VERIFY VFD IS OPERATING IN PI MODE

____ PRESSURE SET POINT FOR OCCUPIED SPACE



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PHONE: (951) 278-1830 FAX: (951) 278-8444 www.canfab.com canfab@canfab.com

CONSTANT VOLUME POWER EXHAUST SEQUENCE OF OPERATION

Activation of the power exhaust is by a set of exhaust contacts, either integral to the economizer controls or integral to the damper actuator or an end switch mounted on the economizer damper frame. The economizer outside air damper will open and the return air damper will close on a call for cooling when the outside temperature is below the economizer changeover set point. When the economizer outside air damper reaches a full open condition, the exhaust contacts close and activate the power exhaust fan to exhaust the return air and reduce the pressure in the conditioned building space. When the economizer begins to close the contacts will open and the power exhaust will be de-activated.

MODULATING VOLUME POWER EXHAUST SEQUENCE OF OPERATION

Activation of the modulating power exhaust is by a set of contacts, either integral to the economizer controls or integral to the damper actuator or an end switch mounted on the damper frame, in conjunction with a variable frequency drive (VFD) and a differential pressure transmitter. When the HVAC unit starts and the economizer outside air damper opens to about 85%, the contacts close. The closed contacts enable the run command at the VFD. As the building space pressure increases relative to the outside ambient pressure, the differential pressure transmitter will send a corresponding 0 to 10vdc signal to the VFD. When the signal is below the pressure set point on the VFD, the power exhaust will be in hibernate mode and there will be no output to the power exhaust blower motor. When the signal rises above the VFD pressure set point, the power exhaust will end the hibernate mode and the VFD will modulate the speed of the exhaust blower as required until the space pressure relative to the external pressure is below the VFD set point. When the HVAC unit is stopped the economizer outside air damper will return to a full closed position. As the economizer closes the contacts will open and disable the run command at the VFD and stop the power exhaust.

DEMAND CONTROL VENTILATION MODIFIED SEQUENCE OF OPERATION

The economizer controller contains an in input for a 2-10vdc signal provided by a CO2 sensor and a CO2 threshold set point. When the CO2 level rises above the threshold set point, the economizer controller will override the current outside air damper position and modulate open to the full open condition. As the outside air damper opens the return air damper will close. For constant volume power exhaust, when the outside air damper reaches full open, the power exhaust will be activated to reduce space pressure and bring down the CO2 level. For modulating volume power exhaust, as the pressure in the space increases, due to the return air damper modulating closed, the VFD will modulate the speed of the exhaust blower to reduce space pressure and bring down the CO2 level. When the CO2 level drops below the threshold set point, the economizer and power exhaust will return to normal operation.

11.10



Agenda Item Details

Meeting	Nov 14, 2018 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.10 Approval of Change Order with Kamran for Storage space for kitchen equipment at Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,078.93
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the Change Order for kitchen storage at Rio Del Sol be approved.

Public Content

Speaker:
Wael Saleh

Rationale:

Item 22.1 relates to the need for storage to bring the kitchen equipment on site for storage. This was an added requirement for the contractor brought on by delays that were beyond their control. The value was negotiated and validated by Balfour Beatty to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

[Kamran Change Order.pdf \(761 KB\)](#)

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.

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

November 5, 2018

Attn; Dr. Puglisi

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #22 Food Service
Recommendation to Approve PCO #20.1 Kamran and Company Inc

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #20.1 to Kamran and Company, Inc. for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
22.2	2	Added Cost For Storage Containers	Due to various delays the kitchen is not ready for the installation of kitchen equipment. Equipment manufacturers can no longer hold the kitchen equipment at their warehouses and must ship it to the project. This added cost is to rent storage containers so that the equipment can be safely stored on site until the equipment can be installed in the kitchen area.	\$ 1,078.93
Total CO #22.1				\$ 1,078.93
Previous Approved CO's				\$ -
Original Contract				\$ 817,600.00
Revised Contract				\$ 818,678.93

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Rachel Adams (A4E)
Dennis Kuykendall, Balfour Beatty
Wael Saleh Rio SD

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

CO 22.1
11-5-18

PROJECT NO: 0045-015

CO NO: 22.1

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: Kamran and Company Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 817,600.00
Previous Approved Change Orders	\$ -
This Change Order	\$ 1,078.93
Adjusted Contract Amount	\$ 818,678.93

TIME:

Original Contract Completion Date	December 2018
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2018
+	

IT IS AGREED BY THE CONTRACTOR THAT THE AMMENDED 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 ITEMS OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 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

Contractor: Kamran and Company Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture for Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Rio School District

Project No 0045-015

Rio STEAM K-8 Campus

BP #22 Food Service

Kamran and Company Inc

CO #22.1

11/5/2018

Original Contract

\$ 817,600.00

PCO No.	GC No.	Description	Reason	Cost/Credit
22.2	2	Added Cost For Storage Containers	Due to various delays the kitchen is not ready for the installation of kitchen equipment. Equipment manufacturers can no longer hold the kitchen equipment at their warehouses and must ship it to the project. This added cost is to rent storage containers so that the equipment can be safely stored on site until the equipment can be installed in the kitchen area.	\$ 1,078.93

Total CO #22.1	\$ 1,078.93
Previous Approved CO's	\$ -
Original Contract	\$ 817,600.00
Revised Contract	\$ 818,678.93

Construction Field Directive

Project: Rio STEAM K-8 0045-015

Bld Package: BP 22 – Food Service

Subject: PCO 22.2 – Rental Of Storage Containers for Kitchen Equipment

Date: October 31, 2018

Reference Documents: PCO 22.2

Per Section 18.3 of the General Conditions, Kamran and Co. Inc. (the "Prime Contractor") is hereby directed to perform the following Work:

Rental of two 25" storage containers per the pricing proposal presented in PCO 22.2 for the storage of Kitchen equipment that needs to be delivered to the site to avoid further cost of offsite storage due to project delays.

This required work shall be scheduled, coordinated with the ongoing work of Prime Contractor and other trades and begin immediately in preparation for the November 5, 2018 equipment delivery.

Proposed Adjustments to Contract Sum or Contract Time

1. Adjustment to the Contract Sum. This work is to be performed per the pricing presented in PCO 22.2 and confirmed per the requirements of the contract documents.
2. There is no adjustment to the Contract Time.

Per Section 18.3 of the General Conditions, when signed by the District, Architect and Construction Manager, this document becomes effective IMMEDIATELY as a Field Directive. A Field Directive constitutes one of the Contract Documents and shall be subject to all other applicable provisions of the Contract Documents as if originally included therein. Prime Contractor's signature is not required for this Field Directive to be binding. Prime Contractor shall proceed with the work referenced in this Field Directive by the time set forth herein.

"DISTRICT" – RIO SCHOOL DISTRICT

By _____

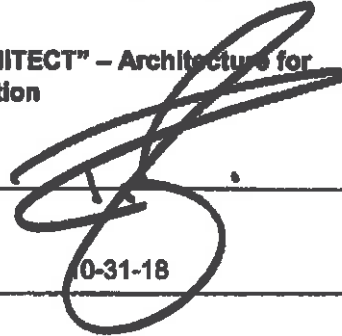


Date _____

10/31/18

"ARCHITECT" – Architecture for Education

By _____



Date _____

10-31-18

"CONSTRUCTION MANAGER" – Balfour Beatty Construction

By _____



10/31/2018

Date _____



GAYLAIRD CHRISTOPHER, FAIA
RACHEL ADAMS, AIA, LEED AP

October 31, 2018

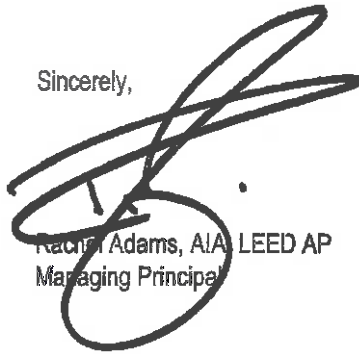
Rob Perks
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #22.2 Added cost for storage container

Dear Rob,

We received the PCO October 30, 2018 and reviewed attached documentation and BBC recommendation for entitlement. The costs appear reasonable and the backup documentation is acceptable. We can recommend RSD approve the proposed cost of \$1,078.93 for Board Approval. Please forward final CO for signature.

Sincerely,



Rachel Adams, AIA, LEED AP
Managing Principal

Architecture 4 Education
2018
41 N Fair Oaks Ave
Pasadena, CA 91103

October 30, 2018

Attn: Rachel Adams

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

Re: Project 0045-015 Rio STEAM K-8 Campus
Bid Package #22 Kitchen
Request to Review PCO #22.1 from Kamran and Company, Inc.

Dear Ms. Adams,
Please accept this letter as a request to review PCO #22.2 from Kamran and Company, Inc. for added scope items for the above Project. Scope change to the project is as follows;

PCO 22.2 Added cost for Storage Containers to Store Kitchen Equipment
Reason; Due to various delays the kitchen is not ready for the installation of kitchen equipment. Equipment manufacturers can no longer hold the kitchen equipment at their warehouses and must ship it to the project. This added cost is to rent storage containers so that the equipment can be safely stored on site until the equipment can be installed in the kitchen area.

Project Cost Update:

Kamran and Company, Inc. Base Agreement	\$817,600.00
PCO #22.2	\$1,078.93
Previous Approved COs	\$0.00
Total Construction Cost to Date (Base Agreement + Approved COs)	\$817,600.00

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Wael Saleh (Rio School District)
 Jesus Muguerra Ibarra, Balfour Beatty
 Dennis Kuykendall, Balfour Beatty

COST PROPOSAL



KAMRAN AND COMPANY, INC.
 411 East Montecito St.
 Santa Barbara, CA 93101
 P: 805-963-3016
 F: 805-962-5915
 Attn: Rebecca Turner

Date: 10/25/2018
 PCO#: 2
 GC: Balfour Beatty
 Attn: Ray Purcell
 Phone: 805-983-1558
 Fax: 805-983-7249
 KC Job# 18STEAM

Project: RIO Steam K-8 Campus

Scope of Work: Storage Containers

Clarification: Price to have two 25' tunnel containers delivered to the jobsite to store equipment.
See next page for details.

Exclusion: MEP final and interconnections, site logistic changes, project acceleration impacts, labor inefficiency impacts, warehousing/storage, material escalation, and double handling
Millwork and Stone tops

Approved? Yes / No Signed: _____ Print Name: _____

A Labor per applicable local labor union agreement, including fringe benefits, taxes and insurances at cost.			
Journeyman OT Installation	/hours X	\$ 110.54 /hour =	\$ -
Journeyman Installation	/hours X	\$ 84.26 /hour =	\$ -
Journeyman Installation	/hours X	\$ 84.26 /hour =	\$ -
Foreman OT hours	/hours X	\$ 119.39 /hour =	\$ -
Foreman hours	/hours X	\$ 90.48 /hour =	\$ -
Foreman hours	/hours X	\$ 90.48 /hour =	\$ -
General Foreman OT hours	/hours X	\$ 127.60 /hour =	\$ -
General Foreman hours	/hours X	\$ 96.08 /hour =	\$ -
General Foreman hours	/hours X	\$ 96.08 /hour =	\$ -
Superintendent OT hours	/hours X	\$ 136.80 /hour =	\$ -
Superintendent	/hours X	\$ 102.15 /hour =	\$ -
Superintendent	/hours X	\$ 102.15 /hour =	\$ -
Small Tools	1.50% /Labor Costs	\$ - /Total Labor =	\$ -
2% Safety costs	2% Labor costs	\$ - /Total Labor =	\$ -

B Coordination cost		\$ -
C Materials (see attached list)		\$ 568.12
C1 Consumables (3% of Material Costs)		\$ -
C2 Material Handling (2% of Material Cost)		\$ -
D Equipment (see attached list)		\$ 223.00
Subtotal of Materials before Sales Tax	\$ 291.12	
E Sales Tax on Items C & D sales tax:	8.250%	\$ 24.02
F Permits and Inspection Fees, if required		\$ -
G Jobsite Cleanup (1.5% of Direct Costs)		\$ -
H Freight (see attached list)		\$ 656.00
I Warranty 1% Direct Costs		\$ 9.71
Subtotal of Direct Costs	\$ 971.14	
	Kamran and Co. SUBTOTAL:	\$ 980.85

J Overhead and Profit on Items A through G (less freight and tax)	Mark-Up	30%	\$ 98.08
K Sub-Contractor work			\$ -
L Mark-up Sub-Subcontractor cost	Mark-Up	5%	\$ -
M Unit Price Work, if applicable			\$ -
N Mark-up applicable		0.0%	\$ -

TOTAL CHANGE ORDER REQUEST PROPOSAL AMOUNT \$ 1,078.93

TIME IMPACT:
 ADDITIONAL DAYS REQUIRED DUE TO THIS PROPOSED CHANGE ORDER
 PRICES ARE GOOD FOR 30 DAYS
 TRANSPORTATION LEAD TIME: 2-3 DAYS

6-8weeks

Please see attached sheet for details

mobile mini

STORAGE SOLUTIONS

www.mobilemini.com

Quotation

Branch Location:

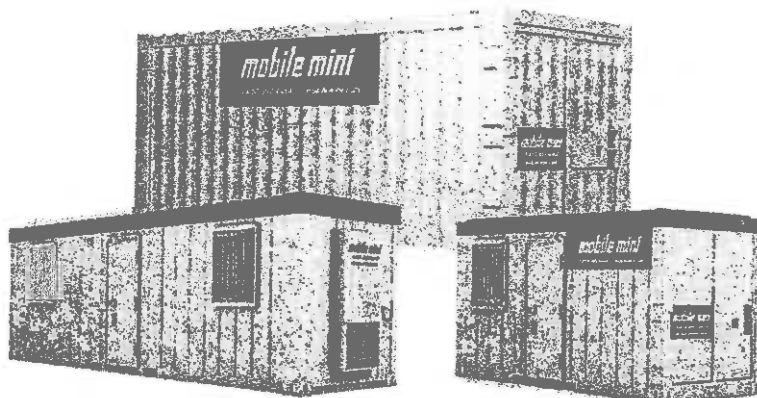
1794 Lirio Ave.

Saticoy, CA 93003

Salesperson Name: Davis Vazquez

Phone #: (909) 770-7250 Ext #: 7139

Fax #:

Email: dvazquez@mobilemini.com

Customer: KAMRAN AND COMPANY INC 411 E MONTECITO ST SANTA BARBARA , CA 93101-1718	Deliver To: KAMRAN AND COMPANY INC 3001 N Ventura Rd Oxnard , CA 93036-2272	Quotation: Rental Offsite Construction Number: 0000756164 Delivery Date: 10/30/2018 Quote expires: 11/23/2018
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Qty	Product Description	Additional Information	Period	Price Per Item
2	25' PREMIUM TUNNEL CONTAINER		Per Period	\$ 111.50 T
2	DELIVERY		One Time	\$ 164.00 T
2	PICKUP		One Time	\$ 164.00 T
Totals:				
Total Rental Charges				\$ 222.99
Total One-time Charges				\$ 656.00
Other Fees and Charges 7.75%				\$ 68.12
Total Initial Charges				\$ 947.11
Total Recurring Charges				\$ 240.27

T = Taxable
 N = Not Taxable

