



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETINGS

May 15, 2019

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

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

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

2.0



Wednesday, May 15, 2019
RSD Regular Board Meeting

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

1. Open Session 5:30 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 -To respect the public's time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will end the closed session and continue all unfinished business to a second closed session. The second closed session will begin promptly at the conclusion of the open session. The board will inform the public which, if any, closed session matters have been continued to the end of the open session meeting. If the board holds a second closed session, the board will reconvene in open session to report any action taken by the board.

- 4.1 Conference with legal counsel - anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code 54956.9(d)(2). Number of cases: 1.
- 4.2 Conference with legal counsel - anticipated litigation. Initiation of litigation, pursuant to Gov. Code 54956.9(d)(4). Number of cases: 1.
- 4.3 Conference Legal Counsel Re Existing Litigation: OAH Case No. 2019030762
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019 and 19/20
- 4.5 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

5. Reconvene Open Session 6:30 p.m.

- 5.1 Report of Closed Session

6. Presentations/Recognitions

6.1 Rio Vista Music Recognition

7. Communications

7.1 Acknowledgement of Correspondence to the Board

7.2 Board Member Reports

7.3 Organizational Reports-RTA/CSEA/Other

7.4 Superintendent Report

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

8. Information/Action

8.1 Educational Services Report-Information

8.2 Reclassification Criteria and Reclassification Fluent English Proficient Monitoring-Information/Action

8.3 Rio del Valle Physical Education Facilities Design Committee

8.4 Request to Approve Bid from Moreno Valley Construction Enterprises, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 1 - Earthwork, Concrete, CMU.

8.5 Request to Approve Bid from RND Contractors, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 3 - Structural Steel.

8.6 Request to Approve Bid from Standard Drywall, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 4 - Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing.

8.7 Request to Approve Bid from Channel Islands Roofing, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps).

8.8 Request to Approve Bid from Best Contracting Services, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 7 - Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware.

8.9 Request to Approve Bid from Painting and Decor, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 8 - Painting.

8.10 Request to Approve Bid from Painting and Decor, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 9 - Specialties.

8.11 Request to Approve Bid from Floored Tile and Stone for Rio STEAM Academy Construction, Phase 2, Bid Package No. 10 - Ceramic Tile.

8.12 Request to Approve Bid from Brannon Inc. dba Smith Electric Service for Rio STEAM Academy Construction, Phase 2, Bid Package No. 11 - Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing

and Natural Gas for the site and Interior Site Utility Tie In.

8.13 Request to Approve Bid from JPI Development Group, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 12 - Automatic Fire Sprinkler.

8.14 Request to Approve Bid from ACH Mechanical Contractors, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 13 - Heating, Ventilation and Air Conditioning.

8.15 Request to Approve Bid from Venco Electric, for Rio STEAM Academy Construction, Phase 2, Bid Package No. 14 - Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator.

8.16 Request to Approve Bid from Pierre Landscape, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 15-Irrigation, and Landscape Planting

8.17 Request to Approve Bid from KYA Services LLC, for Rio STEAM Academy Construction, Phase 2, Bid Package No. 16 - Flooring.

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Special Board Meeting of March 13, 2019

9.3 Approval of the Minutes of the Regular Board Meeting of April 24, 2019

9.4 Approval of the Donation Report

9.5 May 2019 Personnel Report

9.6 Ratification of the Commercial Warrant

9.7 Authority for Superintendent or Designee to approve Purchase Agreement and Finance Terms of two 82 Passenger buses and two 14 Passenger buses.

9.8 Request for Approval of Balfour Beatty's Fourth Amendment to Agreement for Program and Construction Management Services

9.9 Approval of Contract with FoodCorps to connect kids to healthy food in school.

9.10 Approval of Mystery Science Student Subscriptions for all Elementary Schools

9.11 Approval of Agreement for Police School Resource Officer Services and Cost Sharing for the next three school years

9.12 Approval of VCOE MOU for Career Technical Education Incentive Grant (CTEIG)

9.13 Approval of MOU Renewal with Mixteco Indigena Community Organizing Project (MICOP)

9.14 Approval of Ellevation, Inc. Contract for 2019-2020 School Year

9.15 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for providing assistance with the master planning of the sports fields at Rio Del Valle Middle School.

9.16 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for Architect Services for the Rio del Valle Middle School Kitchen Hood Replacement and Walk-In

9.17 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for Architect Services for the Rio Plaza School Kitchen Hood Replacement

9.18 Approval of Contract for Speech Pathologist Services

9.19 Purchase of 1800 Chromebook sleeves for take-home programs

9.20 Purchase of NetOp Vision classroom management software

9.21 Approval of Change Order with RAN Enterprises

10. Organizational Business

10.1 Future Items for Discussion

10.2 Future Meeting Dates: June 5, 2019 and June 26, 2019

11. Adjournment

11.1 Adjournment

4.1

**Agenda Item Details**

Meeting May 15, 2019 - RSD Regular Board Meeting

Category 4. Closed Session (may continue at the end of the meeting if needed)

Subject 4.1 Conference with legal counsel - anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code 54956.9(d)(2). Number of cases: 1.

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

4.2



Agenda Item Details

Meeting May 15, 2019 - RSD Regular Board Meeting

Category 4. Closed Session (may continue at the end of the meeting if needed)

Subject 4.2 Conference with legal counsel - anticipated litigation. Initiation of litigation, pursuant to Gov. Code 54956.9(d)(4). Number of cases: 1.

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting May 15, 2019 - RSD Regular Board Meeting

Category 4. Closed Session (may continue at the end of the meeting if needed)

Subject 4.3 Conference Legal Counsel Re Existing Litigation: OAH Case No. 2019030762

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting May 15, 2019 - RSD Regular Board Meeting

Category 4. Closed Session (may continue at the end of the meeting if needed)

Subject 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019 and 19/20

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.5



Agenda Item Details

Meeting May 15, 2019 - RSD Regular Board Meeting

Category 4. Closed Session (may continue at the end of the meeting if needed)

Subject 4.5 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

7.4

**Agenda Item Details**

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Master Plan Update

Administrative Content**Executive Content**

8.1



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Educational Services Report
Access	Public
Type	Information
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>

Public Content

Speaker: Educational Services Staff

Rationale: Educational Staff will provide the Governing Board with the following updates:

- PTA Update
- Counselors Report

Administrative Content

Executive Content

8.2



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.2 Reclassification Criteria and Reclassification Fluent English Proficient Monitoring-Information/Action
Access	Public
Type	Action, Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Oscar Hernandez

Rationale:

The reclassification criteria set forth in California Education Code (EC) Section 313 and Title 5 California Code of Regulations (5 CCR) section 11303, remain unchanged. Per guidelines, Rio School District should continue using the following four criteria to establish reclassification policies and procedures:

1. Assessment of English language proficiency (ELP), using an objective assessment instrument, including, but not limited to, the state test of English Language Proficiency Assessments for California (ELPAC);
 - a. The State Board of Education (SBE) approved the use of ELPAC Overall Performance Level (PL) 4 as the statewide standardized ELP criterion for reclassification beginning with the 2018-19 Summative ELPAC administration for grades K-12 (see Criterion 1 in FAQ A above). The transition from the California English Language Development Test (CELDT) to the ELPAC made it necessary to determine ELPAC threshold scores. This criterion is now standardized and will no longer be locally determined; and
3. Teacher evaluation, including, but not limited to, a review of the student's curriculum mastery; and
4. Parent opinion and consultation; and
5. Comparison of student performance in basic skills against an empirically established range of performance in basic skills of English proficient students of the same age.

RFEP Monitoring:

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR [11304](#))

The Superintendent or designee shall monitor students for at least four years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Reclassification criteria 2018-19.pdf (73 KB)

Reclassification Descripton and Information.pdf (210 KB)

Revised Progress Monitoring Form 2018-19.pdf (134 KB)

Administrative Content

Executive Content

Rio School District Reclassification Criteria 2018 - 2019

1. **Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state test of English language development. (ELPAC criteria-Overall Level 4 Well Developed Language)**

2. **Teacher evaluation, including but not limited to a review of student's curriculum mastery.**

3-5: **Progressing towards meeting grade level benchmarks**
6-8: **2.0 grade average in core subjects with no Ds or Fs OR the teacher(s) provides input based on other classroom indicators that show student meets the academic performance criteria (EL Coordinator, teacher, administrator, counselor meet to discuss classroom indicators).**

3. **Parent opinion and consultation**
Provide notice to parents of guardians of their rights and encourage them to participate in the reclassification process.
Provide an opportunity for a face-to face meeting with parents or guardians.

4. **A comparison of student performance on an objective assessment of basic skills in English language arts. The assessment results must have an empirically established range of performance in basic skills based on the performance of English proficient students of the same age.**

Until State further clarifies criteria, students must score Level 3 or 4 (Proficient or Advanced) on CAASPP ELA to be reclassified.

When state clarifies further, multiple criteria from Rio School District Benchmarks also will be added to the academic criteria.

Rio School District
Reclassification of Special Education Students
2018-19

All English Learner special education students in fourth grade and above are eligible for review if students have been in US school for at least five years.

IEP teams can recommend reclassification for special education students using alternate measures of English Language Proficiency and performance in basic skills. The IEP team must follow Ventura County SELPA guidelines for reclassification.

Rio School District
English Learner Program
II. Governance and Administration
EL 03: EL Identification and Assessment

State and federal laws require that all students whose primary language is other than English be assessed for English language proficiency (ELP). The legal basis for requiring ELP testing is that all students have the right to an equal and appropriate education, and any English language limitations left unidentified and/or unaddressed could preclude a student from accessing that right.

The *English Language Proficiency Assessments for California* (ELPAC) is the state's newly designed test of ELP. It is administered (1) as an initial assessment to newly enrolled students whose primary language is not English, as indicated on a home language survey (HLS); and (2) annually as a summative assessment to students who have been previously identified as ELs.

In November 2012, the State Board of Education adopted the English Language Development Standards (2012 ELD Standards), which are aligned to the Common Core State Standards. The ELPAC is aligned with the 2012 ELD Standards, which can be found on the California Department of Education (CDE) website at <https://www.cde.ca.gov/sp/el/er/documents/eldstndspublication14.pdf>

State law (*California Education Code [EC]* sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students whose primary language is not English, as an initial assessment; and (2) students who are English learners (ELs), as a summative assessment. For California's public school students, this test is the ELPAC.

The Initial ELPAC has one purpose:

- To identify students who are ELs or are initial fluent English proficient (IFEP).

The Summative ELPAC has two purposes:

- To determine the level of ELP of EL students;
- To assess the progress of EL students in acquiring the skills of listening, speaking, reading, and writing in English.

All students in kindergarten through grade eight in the Rio School District, ages three through twenty-one per CDE, whose primary language is a language other than English must take the Initial ELPAC to determine whether they are ELs. This must be done within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations. The Summative ELPAC must be given annually to students identified as ELs until they are reclassified to fluent English proficient (RFEP). The testing window for the Summative ELPAC is February 1 through May 31. LEAs have the ability to generate ELPAC Student Score Reports through the Local Scoring Tool (LST) available in Test Operations Management System (TOMS) to print and share only with each student's teacher(s) and parents or guardians. The reporting of summary results will be available on DataQuest and provided to LEAs within TOMS. ELPAC results are used to identify, Initial ELPAC results, ELs who need to develop their skills in listening, speaking, reading, and writing in English, or used to identify students who are IFEP and are able to participate in the regular (core) academic program. The Summative ELPAC results are used to see how well ELs are progressing annually toward ELP. This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation.

Rio School District
English Learner Program
II. Governance and Administration
EL 03: EL Identification and Assessment

The Summative ELPAC results also form one of four criteria used to determine whether ELs are ready to be designated as RFEP on the basis of the reclassification process developed by the LEA, in accordance with state law.

Initial Identification of English Learners: Determination of Students' Primary Language.

In accordance with EC Section 60810(d), one of the purposes of the ELPAC is to identify students who are ELs. The term "English learner," when used with respect to an individual, means an individual:

(A) who is aged 3 through 21;

(B) who is enrolled or preparing to enroll in an elementary school or secondary school;

(C)(i) who was not born in the United States or whose native language is a language other than English;

(ii)(I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and

(II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or

(iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and

(D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual:

(i) the ability to meet the challenging State academic standards;

(ii) the ability to successfully achieve in classrooms where the language of instruction is English; or

(iii) the opportunity to participate fully in society. (ESEA Section 8101[20])

For all students in K–12, upon first enrollment in a California public school, the LEA uses a standardized procedure to determine a student's primary language. This procedure begins with a home language survey (HLS), which is completed once by the parent or guardian at the time the student is initially enrolled in a California public school. The HLS should not be readministered every year nor readministered if a student enrolls in a new LEA.

If the HLS is completed in error, the parent or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC, and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification.

According to 5 CCR sections 11511 and 11516 through 11516.7 (Division 1, Chapter 11, Subchapter 7.5) as well as EC Section 313, the initial and summative administration of the ELPAC are the responsibilities of the LEA.

Most students with disabilities are able to participate effectively on the ELPAC. For students whose disabilities preclude them from participating in one or more domains of the ELPAC, their IEP teams may recommend accommodations or an alternate assessment (see EC Section 56385, 5 CCR 11516.5 through 11516.7).

Approved universal tools, designated supports, and accommodations are listed in Matrix Four: Universal Tools, Designated Supports, and Accommodations for the ELPAC, which is found on the CDE website at <https://www.cde.ca.gov/ta/tg/ep/documents/elpacmatrix4.docx>.

In accordance with 34 CFR sections 300.304 through 300.305, initial identification for determining whether a student is a student with a disability takes into consideration existing data, which includes LEA and statewide assessments. For those who participate in programs for students with disabilities, the LEA may be a school district, an independent charter school, the county office of education, or a state special school. When an EL with disabilities is not able to take the ELPAC (the entire test or any portion of it), that information is shared at the IEP team meeting. IEP team members may determine

Rio School District
English Learner Program
II. Governance and Administration
EL 03: EL Identification and Assessment

that alternate assessments are appropriate and necessary. Per the ED, the alternate assessment must be aligned with the ELD Standards. The results of alternate assessments and/or the ELPAC are part of the current levels of performance in the IEP.

The scores or performance levels are a part of the information considered by the team to develop linguistically appropriate goals (EC sections 56341.1[b] and 56345[b][2]). Because such alternate means of assessments fundamentally alter what the ELPAC measures, students receive the lowest obtainable scale score (LOSS) on each domain affected.

Caution should be used when interpreting results because the LOSS on one or more domains may lower the Overall performance level on the ELPAC.

The LOSS on the ELPAC will be used to calculate the ELPI for Title I accountability purposes. If the student is not reclassified, the LOSS will be entered as the "Most Recent Previous Scale Score(s)" at the next year's administration of the ELPAC.

Because of the unique nature of individual students' disabilities, the CDE does not make specific recommendations as to which alternate assessment instruments to use.

However, the appropriate alternate assessment must be identified annually in a student's IEP. The LEA must ensure that the IEP team includes an individual who can interpret the instructional implications of evaluation results (e.g., an ELD specialist to interpret ELPAC results) (34 CFR Section 300.321[a][5]).

Identified ELs with disabilities must take the ELPAC with any accommodations specified in their IEP or take appropriate alternate assessments, as documented in their IEP, every year until they are reclassified. When a student's IEP or Section 504 plan specifies that the student has a disability for which there are no appropriate accommodations for assessment in one or more of the Speaking, Listening, Reading, and Writing domains, the student shall be assessed in the remaining domains in which it is possible to assess the student, per 34 CFR Section 200.6.

A student may be assigned an overall score only if assessed in both oral and written language. To be considered as having been assessed in oral language, the student must have been assessed in either Speaking or Listening. To be considered as having been assessed in written language, the student must have been assessed in either Reading or Writing.

Reclassification/Redesignation Criteria:

California regulations (5 CCR, sections 11303 Reclassification and 11308 [c][6] Advisory Committee) specify that any local reclassification criteria must be reviewed by the school district committee on programs and services for ELs.

In the Rio School District, the following four reclassification criteria services to establish updates to the local reclassification policies and procedures;

Criterion 1:

Assessment of English language proficiency (ELP) using an objective assessment instrument, including, but not limited to, the state test of English language development. (ELPAC criteria-Overall Level 4 Well Developed Language).

Criterion 2:

Teacher Evaluation, including but not limited to a review of student's curriculum mastery.

3-5: Progressing towards meeting grade level benchmarks

6-8: 2.0 grade average in core subjects with no Ds or Fs OR the teacher(s) provides input based on other classroom indicators that show student meets the academic performance criteria (EL Coordinator, teacher, administrator, counselor meet to discuss classroom indicators).

Rio School District
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EL 03: EL Identification and Assessment

Criterion 3:

Parent opinion and consultation

Provide notice to parents of guardians of their rights and encourage them to participate in the reclassification process.

Provide an opportunity for a face-to face meeting with parents or guardians.

Criterion 4:

A Comparison of Student Performance in Basic Skills

A comparison of student performance on an objective assessment of basic skills in English language arts. The assessment results must have an empirically established range of performance in basic skills based on the performance of English proficient students of the same age.

All English Learner special education students in fourth grade and above are eligible for review if students have been in US school for at least five years.

IEP teams can recommend reclassification for special education students using alternate measures of English Language Proficiency and performance in basic skills. The IEP team must follow Ventura County SELPA guidelines for reclassification.

Monitoring:

School districts shall monitor the progress of pupils reclassified to ensure correct classification and placement.

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR [11304](#))

The Superintendent or designee shall monitor students for at least four years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Reclassified pupils are monitored for at least four years to ensure their continued ability to achieve mastery of Common Core State Standards, English language arts (ELA) standards, and to provide additional support, if needed.

Note:

Former added by Register 2003, No. 2.

Former 11304 was renumbered to 11310 by Register 2003, No. 2.

Authority cited:

Education Code [33031](#)

Reference:

Education Code [313](#)

January 18, 2019

Dear County Superintendents, District Superintendents, and Direct-funded Charter School Administrators:

Updated Reclassification Guidance for 2018–19

On September 14, 2018, the California Department of Education (CDE) provided guidance regarding reclassification options during the transition from the California English Language Development Test (CELDT) to the English Language Proficiency Assessments for California (ELPAC). This letter is to notify you of changes to the Summative ELPAC threshold scores and the policy decision to standardize the 2018–19 ELPAC criterion for English learner (EL) reclassification.

Existing Reclassification Criteria

The reclassification criteria set forth in California *Education Code (EC)* Section 313 and Title 5 California Code of Regulations (5 *CCR*) section 11303 remain unchanged. Local educational agencies (LEAs) should continue using the following four criteria to establish reclassification policies and procedures:

1. Assessment of English language proficiency (ELP), using an objective assessment instrument, including, but not limited to, the state test of ELPAC;
 - a. The State Board of Education (SBE) approved the use of ELPAC Overall Performance Level (PL) 4 as the statewide standardized ELP criterion for reclassification beginning with the 2018–19 Summative ELPAC administration for grades K–12 (see Criterion 1 in FAQ A above). The transition from the California English Language Development Test (CELDT) to the ELPAC made it necessary to determine ELPAC threshold scores. This criterion is now standardized and will no longer be locally determined; and
2. Teacher evaluation, including, but not limited to, a review of the student's curriculum mastery; and
3. Parent opinion and consultation; and
4. Comparison of student performance in basic skills against an empirically established range of performance in basic skills of English proficient students of the same age.

Updated Guidance: Summative ELPAC Scores and ELPAC Criterion

In November 2018, the State Board of Education (SBE) approved new Summative ELPAC threshold scores by grade level for K–8 and by grade span for grades 9–10 and grades 11–12, which are reported on a Level 1–4 scale. LEAs will use the new scores to determine level designation for ELP beginning with the 2018–19 Summative ELPAC administration. The Summative ELPAC 2018–19 Scale Score Ranges are available on the CDE ELPAC web page at <https://www.cde.ca.gov/ta/tg/ep/documents/elpacsummscalescore.pdf>.

In January 2019, based on the new 2018–19 Summative ELPAC threshold scores, the SBE approved the use of ELPAC Overall Performance Level (PL) 4 as the statewide standardized ELP criterion for reclassification beginning with the 2018–19 Summative ELPAC administration for grades K–12. Therefore, LEAs shall use Overall PL 4 to determine whether a student has met the ELP assessment

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EL 03: EL Identification and Assessment

criterion. All other criteria remain locally determined. Pursuant to 5 CCR, 11308 (c)(6) (Advisory Committees), any local reclassification procedures must be reviewed by the school district advisory committee on programs and services for English learners.

Use of Smarter Balanced Summative Assessment Results for Reclassification

The CDE continues to provide the following guidelines for LEAs using Smarter Balanced Summative Assessment results as a local measure of the fourth criterion:

- For all grade levels, LEAs can identify local assessments to be used to determine whether English learners are meeting academic measures and are ready to be reclassified.
- For grade levels 3–8, and 11, LEAs also have the option of using Smarter Balanced Summative Assessment results to determine whether English learners are meeting academic measures and are ready to be reclassified.

RIO SCHOOL DISTRICT Monitoring Form for Reclassified Students

Please complete this information and return it to the English Language Coordinator.

Name: _____ ID: _____ Date Reclassified: _____

School: _____ Teacher/Grade: _____ Year: 1 2 3 4

Data used to monitor progress of reclassified English proficient (R-FEP) students:

Assessment	Date:	Score/Level	Comments
CAASPP Language Arts			
Writing Proficiency			
Other:			

Teacher Recommendation

Please indicate **yes** or **no** in all areas that student is meeting grade level standards based on district/classroom assessments

	Date:	Comments
Reading		
Writing		

The student is **NOT** meeting grade level expectations and the following assistance is being provided:

Type of Assistance	Date:	Comments
Modification of Assignments		
Team Meeting/Grade Level and/or Cross Level Meeting/Student Success Team		
Extended Learning Time		
Specially Designed Academic Instruction in English		
Other (specify)		

Teacher Signature _____ Meeting Date: _____

ELC Signature _____ Meeting Date: _____

Parent Signature _____ Letter/Meeting Date: _____

Distribution: **Copy 1:** Cum file **Copy 2:** English Language Coordinator **Copy 3:** District Office – Educational Services
Copy 4: Parent

8.3

**Agenda Item Details**

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.3 Rio del Valle Physical Education Facilities Design Committee
Access	Public
Type	Action

Recommended Action Approve the Rio del Valle Physical Education Facilities Design Committee.

Public Content

Speaker: Superintendent Puglisi

Rationale:

Staff is recommending the formation of the Rio del Valle Physical Education Facilities Design Committee. This committee will be charged to work with KBZ Architects to provide assistance with the master planning and design of the sports fields at Rio del Valle Middle School.

The committee will consist of one board member, Wael Saleh, Assistant Superintendent of Business Services, Charlie Fichtner, Director of Maintenance, Operations and Transportation, three CSEA representatives, and 2 Rio del Valle teachers.

Administrative Content**Executive Content**

8.4



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.4 Request to Approve Bid from Moreno Valley Construction Enterprises, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 1 - Earthwork, Concrete, CMU.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	1,925,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #1 - Earthwork, Concrete, CMU, from Moreno Valley Construction Enterprises, Inc., be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package No. 1 - Earthwork, Concrete, CMU:

MVC Enterprises, inc. DBA Moreno Valley Construction	\$1,925,000.00
Brian DeVries Construction, Inc.	\$2,700,000.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.5



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.5 Request to Approve Bid from RND Contractors, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 3 - Structural Steel.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	2,249,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #3 Structural Steel, from RND Contractors, Inc., be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #3 Structural Steel:

RND Contractors, Inc.,	\$2,249,000.00
Junior Steel Co.	\$3,253,600.00

Bid Summary.pdf (20 KB)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.6



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.6 Request to Approve Bid from Standard Drywall, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 4 - Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	2,605,454.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #4 - Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing, Standard Drywall, be approved.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package No. 4 - Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing:

Standard Drywall, Inc.	\$2,605,454.00
Best Interiors, Inc.	\$2,965,300.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork,Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage,Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.7



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.7 Request to Approve Bid from Channel Islands Roofing, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps).
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	299,097.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps), from Channel Islands Roofing, be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package No. 6- Roofing and Sheet Metal:

Channel Islands Roofing, Inc.	\$299,097.00
Best Contracting Services, Inc.	\$470,298.00
Pacific Builders and Roofing, inc.	\$440,969.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

Rio Del Sol, STEAM Academy, Building C
 Bid Result Summary

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.8 Request to Approve Bid from Best Contracting Services, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 7 - Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	1,141,250.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #7 - Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware, from Best Contracting Services, Inc., be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #7 - Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware:

Best Contracting Services, Inc.

\$1,141,250.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscapes, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.9 Request to Approve Bid from Painting and Decor, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 8 - Painting.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	549,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #8 - Painting, from Painting and Decor, be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #8 - Painting

Painting and Decor, Inc.	\$549,000.00
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[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.10



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.10 Request to Approve Bid from Painting and Decor, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 9 - Specialties.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	497,300.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #9 - Specialties, from Painting and Decor be approved.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #9- Specialities

Paintig and Decor, Inc. \$497,300.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.11



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.11 Request to Approve Bid from Floored Tile and Stone for Rio STEAM Academy Construction, Phase 2, Bid Package No. 10 - Ceramic Tile.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	31,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #10 - Floored Tile and Stone, Ceramic Tile be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #10 Ceramic Tile

Floored Tile and Stone Inc. \$31,000.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.12



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.12 Request to Approve Bid from Brannon Inc. dba Smith Electric Service for Rio STEAM Academy Construction, Phase 2, Bid Package No. 11 - Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for the site and Interior Site Utility Tie In.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	600,176.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #11 - Brannon Inc. dba Smith Electric Service, Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing Natural Gas for site and Interior Site Utility Tie In be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for he site and Interior Site Utility Tie In.

Brannon, Inc. dba Smith Electric Services	600,176.00
John S. Bascom Inc. dba Precision Plumbing-Mechanical	689,600.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

**Rio Del Sol, STEAM Academy, Building C
Bid Result Summary**

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.13



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.13 Request to Approve Bid from JPI Development Group, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 12 - Automatic Fire Sprinkler.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	140,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #12 - JPI Development Group, Inc- Automatic Fire Sprinklers be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #12-Automatic Fire Sprinkler

JPE Development Group, Inc. 140,000.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

8.14



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.14 Request to Approve Bid from ACH Mechanical Contractors, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 13 - Heating, Ventilation and Air Conditioning.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	742,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #13 - ACH Mechanical Contractors, Heating, Ventilation and Air Conditioning be approved.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package 13- Heating, Ventilation and Air Conditioning

ACH Mechanical Contractors, Inc.	742,000.00
Brannon, Inc. dba Smith Electric Services	595,258.00 (Deemed Non-Responsive)

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

Rio Del Sol, STEAM Academy, Building C
 Bid Result Summary

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.15



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.15 Request to Approve Bid from Venco Electric, for Rio STEAM Academy Construction, Phase 2, Bid Package No. 14 - Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	1,497,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #14 - Venco Electric Inc., Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator-be approved.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator

Venco Electric, Inc.	1,497,00.00
Taft Electric Company	1,512,000.00

Bid Summary.pdf (20 KB)

Administrative Content

Executive Content

Rio Del Sol, STEAM Academy, Building C
 Bid Result Summary

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.16



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.16 Request to Approve Bid from Pierre Landscape, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 15-Irrigation, and Landscape Planting
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	296,121.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #15 - Pierre Landscaping, Irrigation and Landscape Planting be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #15- Irrigation and Landscaping Planting

Pierre Landscaping, Inc.	296,121.00
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[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

Rio Del Sol, STEAM Academy, Building C
 Bid Result Summary

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

8.17



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	8. Information/Action
Subject	8.17 Request to Approve Bid from KYA Services LLC, for Rio STEAM Academy Construction, Phase 2, Bid Package No. 16 - Flooring.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	235,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #16 - KYA Services LLC, Flooring be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 7, 2019 and April 14, 2019, the Rio School District issued and advertised a public notice to solicit bids for the Rio Del Sol, Building C Project. A pre-bid meeting was held on April 17, 2019 and April 24, 2019. The Superintendent recommends award of contracts to the lowest responsive bidders, as detailed below in the bid summary. Upon Board approval the Superintendent or designee are authorized to sign all related contract documents. Contact person: Wael Saleh, Assistant Superintendent at wsaleh@rioschools.org, or at (805) 485-3111.

Please find attached the Bid Result Summary Sheet for the Rio Del Sol STEAM Academy, Building C project (Phase 2). Bids were received and opened May 7, 2019 at 1:00 p.m. at the District Office and the lowest responsive bidder for each particular prime bid package is listed, along with their bid amount.

Bid Package #16 Flooring

KYA Services LLC 235,000.00

[Bid Summary.pdf \(20 KB\)](#)

Administrative Content

Executive Content

Rio Del Sol, STEAM Academy, Building C
 Bid Result Summary

Bid Package	Lowest Bidding Contractor	Bid Amount
Bid Package # 1 Earthwork, Concrete, CMU	Moreno Valley Construction Enterprises, Inc.	\$ 1,925,000.00
Bid Package # 2 Fences and Gates	No Bid - No fence in scope	\$ -
Bid Package # 3 Structural Steel	RND Contractors, Inc.	\$ 2,249,000.00
Bid Package # 4 Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing	Standard Drywall, Inc.	\$ 2,605,454.00
Bid Package # 5 Finish Carpentry and Architectural Woodwork	No bid received	\$ -
Bid Package # 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps)	Channel Islands Roofing, Inc.	\$ 299,097.00
Bid Package # 7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware	Best Contracting Services, Inc.	\$ 1,141,250.00
Bid Package # 8 Painting	Painting and Décor, Inc.	\$ 549,000.00
Bid Package # 9 Specialties	Painting and Décor, Inc.	\$ 497,300.00
Bid Package # 10 Ceramic Tile	Floored Tile and Stone	\$ 31,000.00
Bid Package # 11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing and Natural Gas for site and Interior Site Utility Tie In	Brannon Inc., Dba Smith Electric Service	\$ 600,176.00
Bid Package # 12 Automatic Fire Sprinklers	JPI Development Group, Inc.	\$ 140,000.00
Bid Package # 13 Heating, Ventilating and Air Conditioning	ACH Mechanical Contractors, Inc.	\$ 742,000.00
Bid Package # 14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator	Venco Electric, Inc.	\$ 1,497,000.00
Bid Package # 15 Irrigation and Landscape Planting	Pierre Landscape, Inc.	\$ 296,121.00
Bid Package # 16 Flooring	KYA Services LLC	\$ 235,000.00
Total		\$ 12,807,398.00

9.2



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.2 Approval of the Minutes of the Special Board Meeting of March 13, 2019
Access	Public
Type	Minutes
Minutes	View Minutes for Mar 13, 2019 - RSD Special Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Rio School District
Minutes
Special Board Meeting
March 13, 2019
Rio del Sol STEAM School
3001 N. Ventura Rd.
Oxnard, CA 93036
Open Session: 4:00 p.m.

Members present

Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

1. Preliminary Business- 4:00 p.m.

1.1 Call to Order-4:00 p.m

President Esquivel opened the meeting at 4:12 p.m.

1.2 Pledge of Allegiance

President Esquivel led the flag salute.

1.3 Roll Call

Trustee Aguilar called the roll all present. Trustee Martinez-Cortes arrived at 4:49.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections to the agenda.

2.2 Approval of the Agenda

Staff recommends approval of the agenda, as presented.

Motion by Felix Eisenhauer, second by Linda Aguilar.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

Not Present at Vote: Edith Martinez-Cortes

3. Communications

Procedural: 3.1 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

4. Information/Action

4.1 Single Plan for Student Achievement (SPSA) for all Rio School District Schools

Superintendent Puglisi and Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, informed the Governing Board about the process. Two rotations were offered and board members chose which sites presentations would be heard.

Principals were on hand to present the highlights from the Single Plan for Achievement (SPSA).

5. Adjournment

5.1 Adjournment

President Esquivel adjourned the meeting at 6:11 p.m.

Approved on this 15th day of May, 2019.

John Puglisi, Ph.D., Secretary

Date

Linda Aguilar, Clerk of the Board

Date



Agenda Item Details

Meeting May 15, 2019 - RSD Regular Board Meeting

Category 9. Consent

Subject 9.3 Approval of the Minutes of the Regular Board Meeting of April 24, 2019

Access Public

Type Minutes

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
April 24, 2019
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Closed Session: 5:30 p.m.
Open Session: 6:30 p.m.**

Members present

Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

1. Open Session 5:30 p.m.

1.1 Call to Order

President Esquivel called the meeting to order at 5:30 p.m.

1.2 Pledge of Allegiance

President Esquivel led the flag salute.

1.3 Roll Call

Trustee Aguilar called the roll; Trustee Torres is absent.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

There were corrections to the agenda.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Felix Eisenhauer, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, 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.

Public comments were heard on closed session items from Deborah Meyer-Morris.

President Esquivel adjourned the meeting into closed session at 5:38 p.m.

4. Closed Session-To respect the public's time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will end the closed session and continue all unfinished business to a second closed session. The second closed session will begin promptly at the conclusion of the open session. The board will inform the public which, if any, closed session matters have been continued to the end of the open session meeting. If the board holds a second closed session, the board will reconvene in open session to report any action taken by the board.

4.1 Conference with legal counsel - anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code 54956.9(d) (2). Number of cases: 1.

4.2 Conference with legal counsel - anticipated litigation. Initiation of litigation, pursuant to Gov. Code 54956.9(d) (4). Number of cases: 1.

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

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

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

5. Reconvene Open Session 6:30 p.m.

5.1 Report of Closed Session

President Esquivel reconvened the meeting at 7:01 p.m.

President Esquivel reported the following action during closed session. The Governing Board on a vote of 4-0, to provide notice of release pursuant to EC 44954 to employee numbers 2996, 2962, 3311, 3141, 2682, and 2936,

6. Presentations/Recognitions

6.1 Recognition of Middle School Students

Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, recognized the students from Rio Vista, Rio del Valle and Rio Real Middle Schools who participated in the MESA Day at UCSB. Students received certificates of participation and recognition to the winners of the competitions.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There was no written correspondence to the board.

7.2 Board Member Reports

Board Member reports were heard from Trustee Eisenhauer.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Patrick Radford, CSEA.

7.4 Superintendent Report

There was no Superintendent report.

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

Public comments were heard from Richard Solis, Christine Henggler and Alejandro Sandoval.

8. Information

8.1 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented a report on the following:

Technology Update

CAASPP Report

LCAP Update

9. Discussion/Action

9.1 Ratification of Final Joint Powers Agreement with Oxnard Union High School District for Joint Operation of 1800 Solar Drive Oxnard CA

Staff recommends approval of the final Joint Powers Agreement with Oxnard Union High School District for Joint Operation of Solar Drive, Oxnard, CA

Motion by Felix Eisenhauer, second by Linda Aguilar.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

9.2 Approve Acceptance of Acceptance of Bids and Award of Contracts for new District Office improvements as Designed by PK Architecture (Project No. 18-87.60) and Authorize Execution of all Related Bid Document

Approve Authorization of Acceptance of Bids and Award of Contracts for new District Office improvements as Designed by PK Architecture (Project No. 18-87.60) and Authorize Execution of all Related Bid Documents.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

9.3 Approve of Acceptance of bids and contracts for Rio Lindo, Rio Plaza and Rio del Valle Middle school, as designed by authorized Architects, and Authorize Execution of all Related Bid Documents

Approve of Acceptance of bids and contracts for Rio Lindo, Rio Plaza and Rio del Valle Middle schools as designed by authorized Architects, and Authorize Execution of all Related Bid Documents

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

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

9.4 Classified Management Reduction in Hours/Days Layoff Resolution - District Programs Director

It is recommended the board take action and approve the layoff resolution as presented.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

9.5 Nutrition Plan Budget Direction Update

Staff seeks the Governing Boards direction for future steps regarding the Child Nutrition Report

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

10. Consent

10.1 Approval of the Consent Agenda

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

10.2 Approval of Minutes of the Regular Board Meeting of March 20, 2019

10.3 Approval of the Minutes of the Special Board Meeting of March 25, 2019

10.4 Approval of the Donation Report

10.5 Ratification of the Commercial Warrant

10.6 April Personnel Report

- 10.7 RSD and CSUCI Student Teacher Agreement Renewal
- 10.8 Williams Quarterly Complaint and 3rd Quarter Activity Report
- 10.9 Purchase of 1800 Chromebook Power Supplies for Middle School take-home programs
- 10.10 Approval of Change Order from American Integrated
- 10.11 Approval of Change Order with Taft Electric
- 10.12 Approval of Change Order with Anderson Systems
- 10.13 Approval of Change Order from Center Glass
- 10.14 Approval of Change Order from Valencia Sheet Metal
- 10.15 Approval of Change Order from Channel Islands Roofing
- 10.16 Ratification of Proposal from Econo Fence, Inc. for fencing at Del Sol
- 10.17 Approval of Change Order with Standard Drywall
- 10.18 Approval of Change Order with Junior Steel
- 10.19 Approval of Request for Authorization to go to bid for Prop 39 Window Film Installation Projects at Multiple Schools.
- 10.20 Request for Approval to grant permission to the Superintendent to accept and approve bids for Prop 39 Window Film installation projects at multiple school sites.

11. Organizational Business

- 11.1 Future Items for Discussion
- 11.2 Future Meeting Dates: May 15, 2019, June 5, 2019 and June 26, 2019

12. Adjournment

- 12.1 Adjournment
President Esquivel adjourned the meeting at 8:23 p.m.

Approved on this 15th day of May, 2019.

John Puglisi, Ph.D., Secretary Date

Linda Aguilar, Clerk of the Board Date

9.4



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.4 Approval of the Donation Report
Access	Public
Type	Action (Consent)

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:
Site Donor Use of Donation Amount

Administrative Content

Executive Content

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



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 May 2019 Personnel Report
Access	Private
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the 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 May 2019 personnel report is presented for approval.

[May - PERS Report - May 15, 2019.pdf \(59 KB\)](#)

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

May 15, 2019

Certificated Personnel Report

Certificated Management Resignation:

Horde, Karen, School Psychologist, Rio Del Valle & Rio Del Mar, (1.0) FTE, effective 6/30/2019

Certificated Resignation:

Gabriel, Alexandra, SPED Teacher, Rio Rosales, (1.0) FTE, effective 6/14/2019

Certificated Retirement:

Pearson, Nancy, Elementary Teacher, Rio Del Mar, (1.0) FTE, effective 6/14/2019

Sanchez, Andres, Elementary Teacher, Rio Del Mar, (1.0) FTE, effective 6/14/2019

9.6



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 Ratification of the Commercial Warrant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,322,790.85
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period April 12, 2019 through May 7, 2019.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$2,322,790.85 which include processing payments for all funds of the District in the following amounts for the period April 12, 2019 through May 7, 2019:

Fund 010 General Fund	\$1,506,744.22
Fund 130 Cafeteria Fund	\$34,817.74
Fund 211 Building Fund	\$599,202.87
Fund 212 Building Fund Measure L	\$118,266.01
Fund 251 Capital Facilities - Residential	\$2,292.74
Special Reserve for Capital Ou	\$34,481.51
Fund 490 Capital Projects Fund for Bien	\$27,033.19
Less Unpaid Tax Liability	-\$47.43
Total:	\$2,322,790.85

[Commercial Warrant.pdf \(567 KB\)](#)

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 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033534	04/12/2019	Pimentel, Leslie T	010-4300		136.00
5009033535	04/12/2019	Rauschenberger, Veronica	010-4300		74.70
5009033536	04/12/2019	Ramirez, Jisela	010-4300		58.74
5009033537	04/12/2019	Stainer, Josh	010-4300		750.00
5009033538	04/12/2019	Preclado, Sheryl	010-4300		73.83
5009033539	04/12/2019	Ivey, Teresa R	010-5200		101.60
5009033540	04/12/2019	Saleh, Wael A	010-4300		100.00
5009033541	04/12/2019	Morales Bravo, Brenda	010-4300		682.21
5009033542	04/12/2019	Trammell, Lori	010-4300		249.00
5009033543	04/12/2019	ALL-PHASE ELECTRIC SUPPLY	010-4300		1,067.56
5009033544	04/12/2019	AMERICAN BUILDING COMFORT	010-5610		1,483.38
5009033545	04/12/2019	APPLIED BACKFLOW TECHNOLOGIES	010-5540		472.00
5009033546	04/12/2019	ARC	010-5800		1,185.00
5009033547	04/12/2019	AUTO CITY GLASS	010-5610		65.00
5009033548	04/12/2019	Bus West	010-4300		115.85
5009033549	04/12/2019	C & M AUTO TRUCK ELECTRIC	010-4300		275.38
5009033550	04/12/2019	California Lutheran University CRLP	010-5800		1,200.00
5009033551	04/12/2019	CCP Industries	010-4300		220.69
5009033552	04/12/2019	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		65.00
5009033553	04/12/2019	COGGS TIRE SERVICE	010-5610		23.36
5009033554	04/12/2019	Diane DeLaurantie	010-5800		825.00
5009033555	04/12/2019	Earth Systems Consultants	211-6280		7,032.00
5009033556	04/12/2019	Ewing Irrigation Products Inc	010-4380		1,701.70
5009033557	04/12/2019	Famcon Pipe & Supply	010-4360		66.50
5009033558	04/12/2019	Fence Factory	010-5630		225.00
5009033559	04/12/2019	FGL Environmental	010-5800		310.00
5009033560	04/12/2019	GIBBS INTERNATIONAL	010-5610		3,341.20
5009033561	04/12/2019	Golden State Alarms, Inc.	010-5800		8,677.27
5009033562	04/12/2019	Grainger	010-4300		562.84
5009033563	04/12/2019	Green Thumb Nursery	010-4360		61.63
5009033564	04/12/2019	M/M Mechanical Inc.	010-5610		901.60
5009033565	04/12/2019	Myers, Widders, Gibson, Jones	010-5802	355.78	
			211-5802	5,588.00	
			251-5802	2,282.74	8,236.52
5009033566	04/12/2019	O'Reilly Auto Parts	010-4300		120.65
5009033567	04/12/2019	OFFICE DEPOT	010-4300	10,095.64	
			130-4300	1,574.85	11,670.49
5009033568	04/12/2019	PARKHOUSE TIRE, INC.	010-4300		933.68
5009033569	04/12/2019	PRAXAIR DISTRIBUTION INC	010-4300		282.66
5009033570	04/12/2019	Quick-Deck Inc.	211-6201		604.48
5009033571	04/12/2019	REPUBLIC ELEVATOR COMPNAV	010-5820		283.42
5009033572	04/12/2019	SC FUELS	010-4300	4,315.55	
			010-4380	501.37	
			130-4300	108.61	4,925.53
5009033573	04/12/2019	SERVICE PRO-FIRE PROTECTION	010-5800		2,020.00

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

ESCAPE ONLINE

ReqPay12a

Board Report

Checks Dated 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033574	04/12/2019	Steve Sunnarborg	010-5613	188.89	
			010-5800	1,298.61	1,487.50
5009033575	04/12/2019	TELCOM, INC	010-4300		91.45
5009033576	04/12/2019	Traffic Technologies, LLC	010-4300		142.50
5009033577	04/12/2019	U.S. Bank Corporate Payment Systems	010-4300	4,686.46	
			010-5200	5,620.50	
			010-5800	690.00	
			010-5800	2,204.56	
			130-4300	956.91	14,138.43
5009033578	04/12/2019	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5200		5,775.00
5009033579	04/12/2019	Ventura County Office of Education	010-5200		12,510.00
5009033580	04/15/2019	Mendoza, Jo Anna	010-4300		273.48
5009033581	04/15/2019	Peralta, Adrienna M	010-4300		83.98
5009033582	04/15/2019	Cordova, Ralph	010-4300		195.54
5009033583	04/15/2019	Emery, Ryan	010-4300		395.79
5009033584	04/15/2019	BARON INDUSTRIES	010-4300		227.47
5009033585	04/15/2019	COGGS TIRE SERVICE	010-5610		136.72
5009033586	04/15/2019	Ewing Irrigation Products Inc	010-4360		11.51
5009033587	04/15/2019	FERGUSON FACILITIES SUPPLY	010-4300		18.55
5009033588	04/15/2019	GIBBS INTERNATIONAL	010-4300		460.64
5009033589	04/15/2019	Grainger	010-4300		100.88
5009033590	04/15/2019	HOME DEPOT CREDIT SERVICES	010-4300	7,828.99	
			010-4335	697.03	
			010-4360	4,372.91	
			010-5830	207.79	13,107.72
5009033591	04/15/2019	Kimball Midwest	010-4300		1,698.43
5009033592	04/15/2019	Marcus Lopez	010-5800		400.00
5009033593	04/15/2019	MONTGOMERY HARDWARE CO.	010-4300		881.74
5009033594	04/15/2019	OFFICE DEPOT	010-4300	1,171.05	
			130-4300	67.77	1,238.82
5009033595	04/15/2019	Pioneer Chemical Co	010-4325		7,468.57
5009033596	04/15/2019	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-4300		532.86
5009033597	04/15/2019	Sam's Club Direct	010-4300	33.66	
			010-4325	73.46	
			010-5612	17.18	
			130-4300	153.74	
			130-4710	192.26	470.30
5009033598	04/15/2019	Southwest School & Office Supply	010-4325		3,103.17
5009033599	04/15/2019	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		2,478.00
5009033600	04/15/2019	YAMA LAWNMOWER REPAIR	010-4360		86.19
5009033601	04/16/2019	Piper, Lacey	130-5200		134.56
5009033602	04/16/2019	Apple Inc.	010-4400		199.00
5009033603	04/16/2019	Channel Islands Roofing, Inc.	010-5610		985.00

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Board Report

Checks Dated 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033604	04/16/2019	Colbi Technologies, Inc	212-5800		10,327.50
5009033605	04/16/2019	Fry's Electronics customer #70883	010-4300		1,069.78
5009033606	04/16/2019	Grainger	010-4300		255.57
5009033607	04/16/2019	GREATAMERICA FINANCIAL SVCS	010-5810		286.57
5009033608	04/16/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5610		1,370.00
5009033609	04/16/2019	HOME DEPOT CREDIT SERVICES	010-4300	692.69	
			010-4360	91.51	784.20
5009033610	04/16/2019	JOHN DEERE FINANCIAL	010-4360		196.50
5009033611	04/16/2019	JOHNSTONE SUPPLY	010-4300		84.43
5009033612	04/16/2019	MAXIM STAFFING SOLUTIONS	010-5100	6,032.83	
			010-5800	4,272.00	10,304.83
5009033613	04/16/2019	Nee Qualson Sackey	010-5800		2,250.00
5009033614	04/16/2019	OFFICE DEPOT	010-4300	1,287.39	
			010-4400	143.66	1,431.05
5009033615	04/16/2019	Ox Blue	010-5800		599.00
5009033616	04/16/2019	PACC	010-5800		260.00
5009033617	04/16/2019	Residence Inn	010-5800		5,544.00
5009033618	04/16/2019	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5200		3,500.00
5009033619	04/16/2019	W.O.L.F.	010-5800		2,450.00
5009033620	04/22/2019	United of Omaha Life Ins. Co.	010-9534		707.84
5009033621	04/22/2019	SISC FINANCE	010-9516	7,731.99	
			010-9534	551,732.10	
			010-9537	24,115.41	583,579.50
5009033622	04/22/2019	TRIUMPH LEARNING/CFI	010-4300		3,108.48
5009033623	04/22/2019	Carrillo, Josefina	010-5200		62.93
5009033624	04/22/2019	Ramirez, Elena	010-5200		38.98
5009033625	04/22/2019	CANON BUSINESS SOLUTIONS, INC.	010-4300	183.20	
			010-5612	176.50	369.70
5009033626	04/22/2019	C D W GOVERNMENT, INC.	010-4300	5,691.47	
			010-4400	2,068.62	
			010-5800	5,347.90	
			211-6400	7,863.28	
			402-4400	680.00	21,851.27
5009033627	04/22/2019	Collaborative Classroom	010-4300		8,247.19
5009033628	04/22/2019	City Of Oxnard-City Treasurer	010-5561		109.08
5009033629	04/22/2019	Discount School Supply	010-4300		265.15
5009033630	04/22/2019	HENSON MUSIC STORE	010-4300		457.47
5009033631	04/22/2019	JONES SCHOOL SUPPLY CO., INC.	010-4300	221.18	
			Unpaid Tax	15.67-	205.51
5009033632	04/22/2019	Blaire Kutin	010-5800		824.40
5009033633	04/22/2019	MWG MESTMAKER & ASSOCIATES	010-5450		180.00
5009033634	04/22/2019	MJP COMPUTERS	010-5610	2,875.46	
			010-5800	520.00	
			212-4400	1,309.16	4,704.62

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Board Report

Checks Dated 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033635	04/22/2019	No Excuses University	010-5200		1,575.00
5009033636	04/22/2019	OFFICE DEPOT	010-4300		872.70
5009033637	04/22/2019	P&K Architecture, Inc.	402-5800		25,747.01
5009033638	04/22/2019	Pear Deck	010-4300		149.89
5009033639	04/22/2019	PRINTECH	010-5612		3,337.50
5009033640	04/22/2019	Tri County Bread Service	130-4710		532.59
5009033641	04/22/2019	Santa Barbara AirBus	010-5800		4,820.00
5009033642	04/22/2019	SC FUELS	010-4300	859.29	
			010-4360	285.36	1,124.67
5009033643	04/22/2019	Pacific OneSource, Inc STS education	212-4400		104,629.35
5009033644	04/22/2019	Sportel Inc. Hello Yellow	010-5800		6,000.00
5009033645	04/22/2019	School Services Of California	010-5200		500.00
5009033646	04/22/2019	Veridesk, LLC	010-4300		102.36
5009033647	04/22/2019	Ventura County Office of Education	010-5100	42,554.91	
			010-5200	300.00	
			010-5800	3,539.04	46,393.95
5009033648	04/22/2019	XEROX CORPORATION	010-5612	9,691.55	
			130-5612	159.23	9,850.78
5009033649	04/22/2019	ZWAAG Termite Control, Inc	010-5800		495.00
5009033650	04/23/2019	Bertrands Music (Pedersens)	010-4300	4,329.53	
			010-4400	23,307.58	
			010-5613	112.78	27,749.89
5009033651	04/23/2019	Doug Gourley Playground Design	010-4400		4,232.23
5009033652	04/23/2019	E J Harrison & Sons	010-5660		8,750.81
5009033653	04/23/2019	Frontier Communications	010-5800		339.53
5009033654	04/23/2019	Fry's Electronics customer #70893	010-4300		753.06
5009033655	04/23/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5610		2,180.00
5009033656	04/23/2019	HARRIS WATER CONDITIONING	010-5540		48.08
5009033657	04/23/2019	William Venegas Hip Hop Mindeet	010-5800		6,330.00
5009033658	04/23/2019	MJP COMPUTERS	010-4400		5,679.50
5009033659	04/23/2019	OFFICE DEPOT	010-4300		1,414.84
5009033660	04/23/2019	PARADIGM HEALTHCARE SERVICES	010-5800		2,554.66
5009033661	04/23/2019	RIO PLAZA WATER COMPANY #518	010-5540		3,967.51
5009033662	04/23/2019	Tax Deferred Services Corporate Office Suite 209	010-9539		92,791.86
5009033663	04/25/2019	Nava, Yesenia	010-4300		300.00
5009033664	04/25/2019	Gabriel, Alexandra	010-4300		300.00
5009033665	04/25/2019	Aswell Trophy	010-4300		1,814.08
5009033666	04/25/2019	AT&T	010-5800	2,024.72	
			130-5800	15.94	2,040.66
5009033667	04/25/2019	AT&T	010-5800		204.72
5009033668	04/25/2019	William M Brown DBA B&B Services	010-5800		784.97
5009033669	04/25/2019	BALFOUR BEATTY CONSTRUCTION	010-5800		4,800.00
5009033670	04/25/2019	Center Glass Co	211-8201		96,881.00
5009033671	04/25/2019	Channel Islands Roofing, Inc.	211-8201		6,813.50
5009033672	04/25/2019	CITY OF OXNARD	010-5540		12,159.94

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 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033673	04/25/2019	CLASS LEASING, INC.	010-5610		3,586.00
5009033674	04/25/2019	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		1,400.00
5009033675	04/25/2019	Charles W. Cohen	010-5802		10,000.00
5009033676	04/25/2019	SOUTHERN CALIF. EDISON	010-5520		30,773.27
5009033677	04/25/2019	THE GAS COMPANY	010-5530		2,153.06
5009033678	04/25/2019	K & Z Cabinet Cpo. Inc.	211-8201		51,954.78
5009033679	04/25/2019	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		1,256.78
5009033680	04/25/2019	KONICA MINOLTA PREMIER FINANCE	010-5612		1,984.67
5009033681	04/25/2019	Parker & Covert Attn Maryann Aniversario	010-5802		882.00
5009033682	04/25/2019	Pierre Landscapes, Inc	211-8201		109,354.41
5009033683	04/25/2019	Pioneer Valley Books	010-4200	206.06	
			Unpaid Tax	13.56-	192.50
5009033684	04/25/2019	Preferred Ceilings	211-8201		1,425.00
5009033685	04/25/2019	Tim Rubalcava	010-4300	318.20	
			010-5800	1,281.80	1,600.00
5009033686	04/25/2019	Ran Enterprises, Inc.	211-8201		14,250.00
5009033687	04/25/2019	Ran Enterprises, Inc.	211-8201		17,375.50
5009033688	04/25/2019	SC FUELS	010-4300	383.38	
			010-4360	235.31	
			130-4300	60.92	679.61
5009033689	04/25/2019	Standard Drywall, Inc.	211-8201		14,557.44
5009033690	04/25/2019	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5800		882.00
5009033691	04/25/2019	TAFT ELECTRIC	211-6102	6,003.43	
			211-6201	236,971.40	242,974.83
5009033692	04/25/2019	UNITED WATER CONSERVATION DIST.	010-5540		2,580.38
5009033693	04/25/2019	U.S. Bank Corporate Payment Systems	010-4300		4,488.59
5009033694	04/25/2019	VCSBA Stephen Blum, Treasurer	Cancelled		40.00 *
	Cancelled on 05/01/2019				
5009033695	04/25/2019	Ventura County Office of Education	010-5200		1,760.00
5009033696	04/25/2019	VENTURA COUNTY APCD	010-5800		602.00
5009033697	04/25/2019	VERIZON WIRELESS	010-5920		374.24
5009033698	04/25/2019	Broadview Networks	010-5900		7,731.51
5009033699	04/25/2019	State Board Of Equalization Fuel Taxes Division	010-5800		52.19
5009033700	04/29/2019	Fichtner, Charles	010-5200		220.40
5009033701	04/29/2019	Analiano, Leticia	010-5800		118.94
5009033702	04/29/2019	Martinez, Hernan G	010-4300		87.28
5009033703	04/29/2019	Zamudio, Aurora	010-4300		15.86
5009033704	04/29/2019	Lopez, Kimberlee A	010-4300		164.44
5009033705	04/29/2019	Piper, Lacey	130-5200		209.40
5009033706	04/29/2019	360 Degree Customer Inc.	010-5100	71,364.98	

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

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Board Report

Checks Dated 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033706	04/29/2019	360 Degree Customer Inc.	010-5800	2,417.52	73,782.50
5009033707	04/29/2019	Assistance League School	010-5100	12,115.39	
			010-5800	2,984.61	15,000.00
5009033708	04/29/2019	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		17,310.88
5009033709	04/29/2019	BALFOUR BEATTY CONSTRUCTION	211-6275		1,919.02
5009033710	04/29/2019	CITY OF OXNARD	010-5540	938.32	
			010-5800	46,835.00	47,773.32
5009033711	04/29/2019	CALIFORNIA SCHOOL MANAGEMENT	010-5800		9,450.00
5009033712	04/29/2019	CULVER-NEWLIN, INC.	211-4300		3,093.07
5009033713	04/29/2019	Ralph D' Oliveira	010-5800		511.40
5009033714	04/29/2019	Diane DeLaurantis	010-5800		1,109.00
5009033715	04/29/2019	Durham School Services	010-5800		68,350.32
5009033716	04/29/2019	Great American Opportunities	010-4300		2,300.00
5009033717	04/29/2019	Nee Qualson Sackey	010-5800		2,050.00
5009033718	04/29/2019	Pacific West Communities, Inc	490-5800		7,500.00
5009033719	04/29/2019	PERFORMANCES TO GROW ON	010-5800		1,600.00
5009033720	04/29/2019	PRO-ED, INC	010-4300	53.00	
			Unpaid Tax	3.50-	49.50
5009033721	04/29/2019	Quick-Deck Inc.	010-5600		604.48
5009033722	04/29/2019	Rio School District	010-4300	117.00	
			010-5200	120.00	
			010-5800	970.00	
			130-5800	610.00	1,817.00
5009033723	04/29/2019	Winsor Learning, Inc	010-4400	8,968.13	
			010-5800	865.20	8,833.33
5009033724	04/29/2019	WORTHINGTON DIRECT, INC.	010-4300		1,202.40
5009033725	04/29/2019	Western Psychological Services	010-4300		134.65
5009033726	04/30/2019	Ramirez, Jisela	010-5200		52.86
5009033727	04/30/2019	2500 Vineyard Ave, LLC c/o Essex Realty Management	490-5800		19,633.19
5009033728	04/30/2019	AE Group Mechanical Engineers	010-6202		3,600.00
5009033729	04/30/2019	TreeTop Publishing Inc.	010-4300	223.48	
			Unpaid Tax	14.70-	208.78
5009033730	04/30/2019	John Gosnell DBA Gforce Printing	010-4300	144.19	
			010-5800	1,854.15	1,998.34
5009033731	04/30/2019	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	4,700.29	
			010-5800	4,374.88	9,075.17
5009033732	04/30/2019	School Specialty	211-6400		3,232.51
5009033733	04/30/2019	United Site Services	211-6275		4,241.87
5009033734	05/02/2019	Buckenberger, Jenise A	130-4300		45.40
5009033735	05/02/2019	Juarez, Sara	010-4300		266.81
5009033736	05/02/2019	Trujillo, Erin E	010-5800		24.00
5009033737	05/02/2019	Book, Valori	010-4300		20.06
5009033738	05/02/2019	Kirk Raymond	010-5800		4,350.00

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Board Report

Checks Dated 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033739	05/02/2019	KONICA MINOLTA PREMIER FINANCE	010-5612		1,556.32
5009033740	05/02/2019	Learning Priority, Inc	010-5800		4,950.00
5009033741	05/02/2019	SC FUELS	010-4300	2,412.02	
			010-4380	317.98	
			130-4300	60.72	2,790.72
5009033742	05/02/2019	THE BERRY MAN, INC.	130-4710		27,519.50
5009033743	05/02/2019	U.S. Bank Corporate Payment Systems	010-4300	7,688.51	
			010-5200	6,080.62-	
			010-6300	168.60	
			010-5600	1,367.60	
			010-5900	2,215.43	5,347.72
5009033744	05/02/2019	Dr. Elizabeth Yeager	010-5800		1,687.50
5009033745	05/06/2019	Tomimitsu, Ken O	010-5800		35.00
5009033746	05/06/2019	Leal, Jacqueline	010-4300		83.10
5009033747	05/06/2019	Serrano, Jessica	010-4300		270.27
5009033748	05/06/2019	Grant, Jack	010-4300		16.16
5009033749	05/06/2019	Smith, Jeannette D	010-4300		59.98
5009033750	05/06/2019	Orleans, Mary F	010-4300		13.86
5009033751	05/06/2019	Higa, Cathleen S	010-5200		596.46
5009033752	05/06/2019	Saleh, Weel A	010-5200		166.36
5009033753	05/06/2019	Trammell, Lori	010-5200		25.07
5009033754	05/06/2019	360 Degree Customer Inc.	010-5100	39,697.72	
			010-5800	1,344.78	41,042.50
5009033755	05/06/2019	The Abundant Table	130-4710		1,128.00
5009033756	05/06/2019	APPLIED BACKFLOW TECHNOLOGIES	010-5540		449.00
5009033757	05/06/2019	ARC	211-5800		231.00
5009033758	05/06/2019	Aswell Trophy	010-4300		790.08
5009033759	05/06/2019	BARON INDUSTRIES	010-4300		121.61
5009033760	05/06/2019	Bus West	010-4300		83.67
5009033761	05/06/2019	California Sport Design	010-4300		1,374.89
5009033762	05/06/2019	CCP Industries	010-4300		768.77
5009033763	05/06/2019	CMRS-FP	010-5915		20,000.00
5009033764	05/06/2019	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		180.00
5009033765	05/06/2019	COASTAL-PIPCO	010-4300		622.46
5009033766	05/06/2019	COGGS TIRE SERVICE	010-4300		109.41
5009033767	05/06/2019	Crisis Prevention Institute	010-5800		9,747.00
5009033768	05/06/2019	CULVER-NEWLIN, INC.	212-5800		2,000.00
5009033769	05/06/2019	Decker Equipment	010-4325		508.63
5009033770	05/06/2019	Ewing Irrigation Products Inc	010-4360		898.09
5009033771	05/06/2019	Fence Factory	010-5630		523.98
5009033772	05/06/2019	FERGUSON FACILITIES SUPPLY	010-4300		251.75
5009033773	05/06/2019	Luis Gerardo Guillen	010-5800		670.00
5009033774	05/06/2019	GIBBS INTERNATIONAL	010-5610		8,707.70

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

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Board Report

Checks Dated 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033775	05/06/2019	Grainger	010-4325	96.01	
			010-4360	161.06	257.07
5009033776	05/06/2019	Green Thumb Nursery	010-4360		126.95
5009033777	05/06/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5610		180.00
5009033778	05/06/2019	Jordano's	211-4300	3,584.68	
			211-4400	1,666.50	5,251.18
5009033779	05/06/2019	Jostens	010-4300		1,408.30
5009033780	05/06/2019	Kimball Midwest	010-4300		2,670.67
5009033781	05/06/2019	KONICA MINOLTA PREMIER FINANCE	010-5612		2,044.34
5009033782	05/06/2019	Francisco Martinez	010-5800		1,610.00
5009033783	05/06/2019	MAXIM STAFFING SOLUTIONS	010-5100	2,400.00	
			010-5800	1,356.00	3,756.00
5009033784	05/06/2019	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	1,358.21	
			010-5800	2,080.41	3,438.62
5009033785	05/06/2019	Mobile Mini Inc.	010-5600		711.88
5009033786	05/06/2019	MONTGOMERY HARDWARE CO.	010-4300		75.51
5009033787	05/06/2019	NASP	010-5300		210.00
5009033788	05/06/2019	Ox Blue	010-5800		599.00
5009033789	05/06/2019	P&K Architecture, Inc.	402-5800		7,854.50
5009033790	05/06/2019	PARADISE CHEVROLET	010-5610		144.00
5009033791	05/06/2019	Professional Security Guard	211-5800		4,560.00
5009033792	05/06/2019	Santa Barbara Zoological Gardens	010-5800		432.00
5009033793	05/06/2019	THE BERRY MAN, INC.	130-4710		826.65
5009033794	05/06/2019	University of California Hansen Agricultural Research &	010-5800		50.00
5009033795	05/06/2019	Ventura County Office of Education	010-5100	26,493.92	
			010-5800	2,203.35	28,697.27
5009033796	05/06/2019	VENTURA REFRIGERATION SALES & SERVICE	130-5600		460.49

Total Number of Checks 263 2,322,830.85

	Count	Amount
Cancel	1	40.00
Net Issue		<u>2,322,790.85</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	229	1,506,744.22
130	Cafeteria Fund	18	34,817.74
211	Building Fund	20	599,202.87
212	Building Fund Measure L	4	116,266.01
251	CAPITAL FACILITIES - RESIDENTI	1	2,292.74
402	Special Reserve For Capital Ou	3	34,481.51
490	Capital Projects Fund for Blen	2	27,033.19

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 04/12/2019 through 05/07/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
		Total Number of Checks	262	2,322,838.28	
		Less Unpaid Tax Liability		47.43-	
		Net (Check Amount)		<u>2,322,790.85</u>	

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

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9.7



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 Authority for Superintendent or Designee to approve Purchase Agreement and Finance Terms of two 82 Passenger buses and two 14 Passenger buses.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Transportation from saving of bringing Durham Services in-house.
Recommended Action	It is recommended that the Board approve the Purchase Agreement and Finance Terms to purchase a total of four buses.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District is in the process of bringing transportation services currently performed by Durham to be performed by our Transportation Department. Assessment has been made and there is a need to purchase two large buses and two small buses. Administration is currently working on getting prices with piggy backable contracts and seeking Board Authorization to complete this purchase.

[Proposal for the Big Buses.pdf \(579 KB\)](#)

[Proposal for the small Buses.pdf \(704 KB\)](#)

[Finance Schedule- Big Buses.pdf \(230 KB\)](#)

[Finance Schedule-Small Buses.pdf \(229 KB\)](#)

[WATERFORD USD BID #01-17 - 2019 RENEWAL LETTER & ADDENDUM \(A-Z BUS SALES....pdf \(161 KB\)](#)

[2018 WATERFORD USD BID #01-17 - COMPLETE BID.pdf \(3,568 KB\)](#)

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.

9.8



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 Request for Approval of Balfour Beatty's Fourth Amendment to Agreement for Program and Construction Management Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure G and Measure L
Recommended Action	It is recommended that the Fourth Amendment to Agreement with Balfour Beatty Construction be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The term of the original Agreement, Article 4, Schedule of Work, shall be extended through December 31, 2020. Compensation as described in Exhibit D of the agreement has been amended per attached Exhibit D, attached.

[Balfour Beatty Fourth Amendment to Contract.pdf \(1,086 KB\)](#)

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.

**FOURTH AMENDMENT
TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES**

THIS FOURTH AMENDMENT TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES (this "Fourth Amendment") is entered into as of May 15, 2019 (the "Effective Date"), by and between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California ("District"), and **BALFOUR BEATTY CONSTRUCTION, LLC**, a Delaware limited liability company ("Manager"). District and Manager are individually referred to herein as a "Party" and collectively referred to herein as the "Parties." Capitalized terms used herein shall have the same meanings as those defined in the Original Agreement, First Amendment, Second Amendment and Third Amendment, all of which are defined below, unless the term is otherwise defined in this Fourth Amendment (collectively the "Agreement").

RECITALS:

WHEREAS, the Parties executed that certain Agreement for Program and Construction Management Services made as of January 21, 2015 (the "Original Agreement"), pursuant to which Manager could provide comprehensive program and construction management services for modernization Projects at existing schools and for the new construction of a Project initially identified as the RiverPark West K-8 STEAM School and now commonly known as the "Rio Del Sol School"; and

WHEREAS, the Parties subsequently executed that certain First Amendment to Agreement for Program and Construction Management Services, dated as of March 15, 2017, which set forth Manager's Fee for Remaining Phase 1 Services related to the Rio Del Sol School (the "First Amendment"); that certain Second Amendment to Agreement for Program and Construction Management Services, dated as of September 21, 2017, which updated the construction schedule for Phase 1 construction (the "Second Amendment"); that certain Third Amendment to Agreement for Program and Construction Management Services, dated as of March 27, 2019, which authorized Manager to proceed with services for Phase 2 of the Rio Del Sol construction, set forth the Phase 2 construction schedule and established the not-to-exceed costs for Phase 2 services (the "Third Amendment"); and

WHEREAS, as set forth in the Recitals of the Original Agreement, the Projects were initially funded in part by Measure G, a general obligation bond program; and

WHEREAS, on November 6, 2018, the electors of the District passed Measure L, a school bond measure, which authorized District to issue fifty-nine million two hundred thousand dollars (\$58,200,000.00) in bonds for new construction, modernization and renovation projects at various District schools ("Measure L"); and

WHEREAS, the Parties wish to enter into this Fourth Amendment to extend the term of the Agreement and to set forth the Parties' understanding with respect to Manager's Fee for Measure L projects at various District schools (the "Measure L Projects");

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Bond Programs.** All references in the Agreement to "Measure G" shall be amended to refer to "Measure G and Measure L."

2. **Extension of Term.** Pursuant to Article 4 of the Original Agreement, Schedule of Work, the term of the Agreement for purposes of Measure L Projects shall be extended through December 31, 2020 (the "Extended Term").

3. **Compensation.** For the Measure L Projects, Manager's Fee for Basic Services (as defined in Exhibit A of the Original Agreement) and Extra Services (as defined in Exhibit B of the Original Agreement) shall be amended as set forth the attached Exhibit "D-2." This Fourth Amendment shall not alter Manager's Fee with respect to Phase 1 Services for the Rio del Sol School, Phase 2 Services for the Rio Del Sol School, for any projects funded by Measure G or any projects that have been completed as of the Effective Date.

4. **Remaining Provisions.** Except as specifically provided in this Fourth Amendment, the terms and conditions of the Original Agreement, the First Amendment, the Second Amendment and the Third Amendment remain unmodified and in full force and effect.

5. **Counterparts.** This Fourth Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute one document. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or electronic transmission (such as PDF transmitted by email) provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or electronic transmission.

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

"District"

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

By: _____
John D. Puglisi, Superintendent

"Manager"

BALFOUR BEATTY CONSTRUCTION, LLC, a
Delaware limited liability company

By: _____

EXHIBIT "D"

FEE SCHEDULE – FOURTH AMENDMENT

Compensation

1. The Manager's fee set forth in this **Amended** Agreement shall be full compensation for all of Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A"** of the original Agreement for Program and Construction Management Services. The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.
2. The amount of compensation shall be the amount set forth in this Amended Agreement, including all billed expenses, without advance written approval of District.

Method of Payment

1. Manager shall submit monthly invoices on a form and in the format approved by District.
2. Manager shall submit these invoices in duplicate to District via District's authorized representative.
3. Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her subconsultants.
4. Upon receipt and approval of Manager's invoices, District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.
5. District may withhold or deduct from amounts otherwise due Manager hereunder if Manager fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Manager has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

Hourly Rates

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of this Agreement. Manager shall bill in quarter-hour increments for all Extra Services.

Job Title	Hourly Rate
Principal In Charge (VP):	\$219.00
Project Executive	\$209.00
Program Director	\$177.00
Program Manager	\$177.00
Senior Project Manager:	\$177.00
Project Manager	\$150.00
Project Engineer:	\$ 96.00
General/SR Superintendent:	\$203.00
Superintendent	\$150.00
Assistant Superintendent	\$112.00
Project Accountant/Administrator	\$ 65.00
Chief Estimator	\$187.00
Senior Estimator	\$166.00
MEP Estimator	\$182.00
Estimator	\$144.00
Scheduling Manager	\$177.00
Scheduler	\$139.00
BIM Manager	\$139.00
BIM Specialist	\$ 96.00
Constructability Reviewer	\$150.00
DSA Closeout Specialist	\$145.00
Quality Control Manager	\$150.00
Safety Manager	\$150.00
Environmental Manager	\$144.00

2. The mark-up on any approved item of Extra Services performed by subconsultant(s) or subcontractor(s) shall not exceed ten percent (10%).



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.9 Approval of Contract with FoodCorps to connect kids to healthy food in school.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	7,500.00
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends that the FoodCorp's Service Site Agreement be approved for the 2019/2020 year.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Lacey Piper, Director, Child Nutrition

Rationale:

Rio School District was selected to be a service site to host a FoodCorps member for the 2019-2020 school year. FoodCorps is a division of AmeriCorps, who's mission is to work with communities to connect kids to healthy food in school. They partner with school districts, schools, and community organizations who play a critical role in fulfilling their mission and directly support service members in implementing high quality programming. Serving 40 hours per week, a service member will provide Rio students and families with hands on lessons based in nutrition, garden and culinary education. FoodCorps mission directly aligns with Rio School Districts LCAP goals 1 and 5.

[FoodCorps Site Agreement.pdf \(427 KB\)](#)

Administrative Content**Executive Content**

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FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the "Agreement") is entered into by and between FoodCorps, Inc., a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 ("FoodCorps") and Rio School District, which is in the state of California, Tax ID: 95-600-2550.

RECITALS

A. FoodCorps connects kids to healthy food in school, so they can lead healthier lives and reach their full potential. In partnership with AmeriCorps, FoodCorps operates a service program that places emerging leaders into limited-resource schools for a year of service. The FoodCorps program is built on three evidence-based areas of service that support healthy school food environments: 1) Hands-On Learning 2) Healthy School Meals and 3) Schoolwide Culture of Health.

B. Service Site is a/an School District that desires to partner with FoodCorps in California by facilitating FoodCorps programming within such state.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

2. Definitions

The definitions in Exhibit A are included for reference, and legally incorporated into this Agreement.

3. Service Site Requirements. Service Site Requirements are outlined in Exhibit B, which is legally incorporated into this Agreement. Service Site further agrees as follows:

3.1 Service Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:

3.1.2 FoodCorps Requirements, Policies and Procedures the terms of which are legally incorporated into this Agreement, and within the FoodCorps Handbook. Site supervisors will receive a hard copy of the FoodCorps Handbook during their state-wide site supervisor training in June/July 2019.

3.1.3 Prohibited Activities Rules. Service Site understands that CNCS, AmeriCorps or FoodCorps

have outlined rules that prohibit the Service Site and Service Members from engaging in certain Prohibited Activities (such rules to be collectively referred to as the "Prohibited Activities rules"). The Prohibited Activities rules are subject to modification from time to time, and are legally incorporated into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities rules.

3.1.4 Nondisplacement / Supplantation in Hiring. In conjunction with the Service Site Requirements, Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site's participation in the FoodCorps Program or Service Site's utilization of any Service Member.

3.2 Program Service Fee. Service Site agrees to comply with the following regarding the program service fee:

3.2.2 Service Site agrees to timely completion of all required payment forms regarding the program service fee, and timely pay the \$7,500 program service fees for which Service Site is responsible.

3.2.3 No part of a program service fee may be raised by or through the service of a Service Member.

3.2.4 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either Compelling Personal Circumstance or termination, a portion of the Program Service Fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 School Memorandum of Understanding. Service Site must ensure that a School MOU, included in Exhibit C, is signed by an authorized school representative for each school to which the FoodCorps service member is assigned.

3.4 Additional Service Site Obligations. Service Site further agrees as follows:

3.4.2 Service Site shall not make any offer or promise relating to an existing or potential service member's compensation or benefits.

3.4.3 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their Service Member Contract and in the FoodCorps Handbook.

3.4.4 Service Site must provide or ensure, as applicable, a safe and accessible work space for service members, which includes making every reasonable effort to ensure that the health and safety of service members are protected during the performance of their assigned duties. The Service Site shall not assign or require service members to perform duties that would jeopardize their safety or cause them to sustain injuries.

3.4.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site and School Orientation Checklists in the FoodCorps Handbook.

3.4.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.

3.4.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of FoodCorps Service Members, including but not limited to:

- Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
- Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
- Personnel changes at the Service Site that result in a new staff member being appointed as Service Site Supervisor.

4. Mutual Understandings. For the avoidance of doubt, the parties acknowledge and agree as follows:

4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.

4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.

4.3 FoodCorps' ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which CNCS approves FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee placement of any particular number of Service Members regardless of targets, or replacement of members who are suspended, terminated, or who resign.

4.4 Service Sites may conduct fundraising activities to support the Service Member program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Service Sites may not conduct fundraising efforts that duplicate or compete with those of FoodCorps.

4.5 FoodCorps welcomes advice and suggestions from Service Sites in good faith; however, FoodCorps

has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole arbiter of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

- 5.1 **Term.** The effective date of this Agreement is the last date on which it is signed. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for "compelling circumstances," as defined in the FoodCorps Handbook.
- 5.2 **Extension of Term.** In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until such Service Member(s) have completed their required number of service hours or have formally withdrawn or been released from the program.
- 5.3 **Mutual Agreement.** Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 **Material Breach.** Either party hereto may terminate this Agreement upon a material breach by the other of the terms of this Agreement.
- 5.5 **Service Site Breach.** If the Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 **Effect of Termination.** The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site.

6. Recordkeeping and Reporting.

- 6.1 Service Site agrees to maintain such records and accounts, and make available such reports and investigations concerning matters involving Service Members and the Program as FoodCorps, FoodCorps or CNCS (e.g., in the event of an audit) may require. Such records shall include but not be limited to a copy of this Agreement, records relating to program service fees, and reports; and
- 6.2 Service Site agrees to respond to and submit required programmatic reports to FoodCorps within the time frames reasonably set by them.

7. Independent Contractors

The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, express or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency. Neither party shall have the right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way, or to undertake any obligation of any kind, express or implied, on behalf of FoodCorps.

8. Confidential Information

The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (a) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (b) make no further use of it; and (c) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

9. Insurance; Limitation on Liability; Indemnification

Select *ONE* of the options for the 9.1 section of this agreement.

Option A: Check to select

9.1 a Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

Option B: Check to select

9.1 b Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

- 9.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.
- 9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and FoodCorps and their officers, directors, employees, and members to the fullest extent of the law from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

10. General Provisions

- 10.1 **Amendment; Waiver.** This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.
- 10.2 **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.3 **Assignment.** Neither this Agreement nor any other rights or obligations hereunder shall be assigned or delegated by either party.
- 10.4 **No Third Party Beneficiaries.** Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 10.5 **Warranties.** Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- 10.6 **Entire Agreement.** This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.
- 10.7 **Execution in Counterparts; Facsimile Signatures.** This Agreement may be executed by the parties in

counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

EXHIBIT A

Definitions

FoodCorps State: The state in which Service Site is authorized and agrees to facilitate FoodCorps programming pursuant to this Agreement.

Program: A national public service program conducted by FoodCorps to connect kids with healthy food in school, pursuant to which Service Members complete a year-long term of stipended AmeriCorps service, during which time they serve to foster the creation of healthy school food environments on behalf of children in limited-resource communities. The Program may also be referred to in this Agreement as the "FoodCorps program".

FoodCorps Handbook: A comprehensive document that describes the responsibilities of Service Members, Service Sites and FoodCorps within the FoodCorps Program.

Service Member: AmeriCorps members enrolled to serve in the FoodCorps program pursuant to a contract with FoodCorps ("Service Member Contract"). Service members are not "employees" or "apprentices" or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

Service Site: Service Sites are the entities within a FoodCorps State—schools, school districts, or community-based nonprofit organizations focused on health, education, and/or food systems—at which Service Members perform their Term of Service. Service Sites report directly to FoodCorps.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

Term of Service: The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 1 of the year of this agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the program year.

Non Duplication of Services: FoodCorps programming is in addition to what would be otherwise

provided by a teacher or school district and therefore, will not duplicate or replace existing school or service site and Service Member will not displace teachers, staff, or volunteers.

EXHIBIT B

Service Site Requirements

Thank you for your interest in partnering with FoodCorps as a service site!

The upcoming service term will run August 1st 2019 - July 15th 2020.

FoodCorps' mission is to work with communities to connect kids to healthy food in school. We partner with school districts, schools, and community organizations who play a critical role in fulfilling this mission and directly support service members in implementing high quality programming. All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at annual in-person state gatherings.

Outlined below are the key investments, program management responsibilities, and school partnership commitments that FoodCorps requires of all service sites. Please note that this list is not comprehensive, but reflects the highest priority requirements. All service sites are also expected to read and comply with the FoodCorps Handbook and the Service Site Agreement.

SERVICE SITE INVESTMENTS

FoodCorps and AmeriCorps invest over \$40,000 per member in order to place and support well trained emerging leaders in schools across the country. In return for their full-time 1,700 hours of service, FoodCorps requires the following investments from each service site:

- Pay an annual program service fee of \$7,500 per service member to FoodCorps.
- Provide transportation or reimburse mileage expenses for any necessary travel that members incur during service hours, not including their daily commute between home and service.
- Provide service members with a safe workplace that includes consistent access to a computer, phone, printing and general office supplies.
- Provide or assist service members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps service activities.

SITE SUPERVISOR RESPONSIBILITIES

Service sites must appoint one staff member to act as the lead service site supervisor. The site supervisor will be the primary point of contact between the service site and FoodCorps. The site supervisor must be identified prior to the start of the service term and they will be required to fulfill the following responsibilities:

- Attend a mandatory in-person Site Supervisor Training during Summer 2019 and regular Site Supervisor calls during the service term.
- Actively participate in service member recruitment and selection processes for their site.
- Complete the FoodCorps Menu and Action Plan (MAP) and Healthy School Progress Report (HSPR) with school leaders prior to member arrival.
- Conduct weekly check-ins with each service member to provide individualized coaching and support.
- Approve weekly timesheets and ensure members stay on track to serve a minimum of 1,700 hours.
- Complete a formal mid-term and end-of-term evaluation for each service member.
- Adhere to all AmeriCorps rules and regulations.
- Release service members for various required national and state-based trainings.

- Work towards sustainability of programming through multi-year planning and annual goal setting.

SCHOOL PARTNERSHIP REQUIREMENTS

If the service site is not an individual school, the site is responsible for selecting and building strong partnerships with local schools based on the following requirements:

- Service members may be assigned to a maximum of two elementary schools. (PreK-8 schools are permissible.) Members may not be assigned to serve stand alone middle schools or high schools.
- We prioritize partnerships with schools where at least 50% of the student population is eligible for free or reduced-price lunch or an equivalent measure (such as community eligibility).
- Service Sites must select and build strong relationships with partnered schools, and schools must submit a completed School Application to Site Supervisor and FoodCorps state staff by June 15th.
- Partnering schools must complete a formal MoU process and directly engage with FoodCorps state and national staff. A meeting between FoodCorps state staff and the site supervisor, school principal, and school advisor to review the MoU must occur by June 15th.
- Partnered schools must post provided FoodCorps partnership signage in 1-2 visible locations in the school (lobby, office, etc.)
- Partnering schools must identify a School Advisor to act as the service member's primary point of contact and ensure they are included as part of the school community.

PROGRAM REQUIREMENTS

Site supervisors and school staff must structure FoodCorps service so that each member can successfully meet the following requirements:



- **Hands-on Learning** - The FoodCorps service member must co-teach ongoing hands-on, food-based lessons in the classroom or garden. Members must teach a minimum of 100 students in grades K-8 for 10+ instructional hours over the course of their service term.
- **Healthy School Meals** - The service member must maintain a regular presence, defined as a minimum of 6 hours per week, facilitating activities and serving as a positive role model in the school cafeteria throughout the week.
- **Schoolwide Culture of Health** - The service member must lead an introduction to FoodCorps presentation for school staff in August or September. They should also be included in school health/wellness/garden committee(s), if such teams exist.
- Represent AmeriCorps and FoodCorps at all times during service, wearing clothing/pins that identify them as FoodCorps AmeriCorps service members
- Each service member must complete the following program evaluation requirements:
 - Administer a pre- and a post- Vegetable Preference Survey with one group of students in 2nd grade or above
 - Submit a Healthy School Progress Report in the Fall for any schools that are new to FoodCorps, and in the Spring for all schools
 - Provide ongoing information through submission of weekly Reporting & Reflection Logs

- The School is responsible for providing the Service Member with an orientation to the school community that includes school rules, policies, and procedures to ensure the safety of the Service Member and students at the School (see appendix B for the School Orientation Checklist).
- The School must allow and plan for the release of Service Members for all required FoodCorps related training activities, including but not limited to state trainings and Mid-Year Gatherings. In all possible cases, Service Members will provide the School with at least one week advance notice of an absence for scheduled trainings.

Safety:

Service conditions for all Service Members must be maintained to all applicable local workplace health and safety regulations.

- FoodCorps provides background checks for all Service Members that include: a check of the National Sex Offender Public Website; criminal history checks through True Screen for both the state of service and state of application; and FBI fingerprinting conducted by Fieldprint. All background check channelers are designated by AmeriCorps and require clearance prior to start of service.

Service Site Supervisor (Print Name)	Signature	Date
		5/2/19
Authorized Service Site Rep. (Print Name) <i>If different than above</i>	Signature	Date
Superintendent (Print Name)	Signature	Date
Authorized FoodCorps Rep. (Print Name)	Signature	Date

- The Healthy School Progress Report must be completed twice in a school's first year with FoodCorps, with baseline submissions due by Oct. 31st and end-of-year submissions due on May 31st. Returning schools must complete their annual Healthy School Progress Report by May 31st.
- FoodCorps Service Members should be invited to organize, lead, or participate in already scheduled school events to connect the school community to healthy food (e.g. Family Cooking Nights, Open House, Back to School Night). Each Service Member will be required to participate in at least 2 out of school events during the school year and provide quarterly newsletters to the school community.
- FoodCorps hands-on learning classes should be incorporated into the school's educational program, and should not be treated as an opportunity that students must earn. FoodCorps takes a responsive approach to student behavior and asks that students not be excluded from FoodCorps programming due to behavioral issues during other parts of the school day.

AmeriCorps:

The FoodCorps Service Member assigned to your school will be an AmeriCorps member contracted by FoodCorps. As an AmeriCorps public service program, FoodCorps must adhere to rules and requirements including, but not limited to, the following:

- FoodCorps Service Members may not serve as substitute teachers and cannot perform activities that someone would otherwise be paid to do.
- FoodCorps Service Members may complete AmeriCorps paperwork or planning during the school day as long as this does not interfere with their regularly scheduled programming.

Supervision:

The FoodCorps Site Supervisor, in partnership with the FoodCorps Program Coordinator/Manager, is responsible for supervision and support of the Service Member.

- The School agrees to contact the Site Supervisor and Coordinator/Manager immediately regarding any issues or questions that may arise.
- The School identifies the following school-based staff member to serve as a School Advisor who will act as the primary point of contact and support for the Service Member at the School: _____

_____ (name), _____ (role).

Their responsibilities include, but are not limited to, the following (see appendix A for a complete description of this role):

- Introducing the Service Member to the school community and providing an orientation to school policies and procedures as described in the School Orientation checklist.
- Inviting the Service Member to attend relevant staff trainings, school meetings, and events for school staff and otherwise treating the Member as part of the school community
- Establishing and supporting the Service Member to maintain a regular schedule that meets the programming requirements listed above.
- Ensuring that the Service Member is provided with the standard school or district-issued identification necessary to access the school building.
- Providing direct feedback to FoodCorps by completing an annual school experience survey

FoodCorps staff members will conduct a minimum of two (2) annual site visits, which may include observation of the FoodCorps Service Member and meetings with school-based staff. FoodCorps staff may conduct additional visits to the School with donors or other partners.

Training: FoodCorps provides trainings, conferences, and professional development opportunities to Service Members throughout the year.

EXHIBIT C

2019-20 School Memorandum of Understanding

This memorandum of understanding is entered into between FoodCorps and _____ School. FoodCorps partners with local organizations and schools to create nourishing environments for students to eat, learn, and grow. This document outlines mutual expectations to ensure a healthy and impactful partnership between FoodCorps and the School. Please review the following information in full, and sign below.

FoodCorps and the School understand that:

FoodCorps Service Program:

The FoodCorps program is built on three evidence-based areas of service that support healthy school food environments: 1) Hands-On Learning 2) Healthy School Meals and 3) Schoolwide Culture of Health. FoodCorps will place a full or part time Service Member at the School with the expectation that they report for _____ days per week to deliver FoodCorps programming. Service will start on _____ and run through _____.

- Prior to the start of service, the School agrees to review the FoodCorps Menu & Action Plan and outline their goals and a plan for the delivery of programming in each area of service. School representatives are responsible for completing the sections of the Menu and Action Plan labeled "School Information" by June 15, 2019.
- The School agrees to provide a minimum of 30 minutes for the Service Member to provide an Introduction to FoodCorps presentation for all school staff within the first two (2) months of the school year. Whenever possible, food services and school maintenance or janitorial staff should be included in the training. Proposed date of presentation: _____.
- **Hands-on Learning:** The School will ensure the FoodCorps Service Member has a regular schedule (see example schedules) that includes ongoing access to instructional time with consistent groups of students in grades K-5. FoodCorps lessons will begin by week _____ of the school year.
 - At a minimum, FoodCorps Service Members must teach or co-teach the same classes totaling at least 100 students for a minimum of 10 hours over the course of the school year.
 - Service Members should spend the first several weeks observing skilled teachers to learn about the instructional approaches and goals of the School.
 - The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, while Service Members deliver hands-on lessons.
- **Healthy School Meals:** FoodCorps sees the cafeteria as a learning opportunity to develop lifelong healthy eating habits and positive social skills.
 - The School will support the FoodCorps Service Member's efforts in the cafeteria by introducing them to cafeteria staff and providing access to the necessary facilities by the second week of school.
 - The Service Member's schedule should allow for Service Members to spend at least 6 hours per week in the cafeteria during lunch. Service Members will lead taste tests and other activities that promote healthy choices, support cafeteria staff in meal promotions, and serve as a role model and positive presence to aid the creation of a safe, healthy cafeteria community.
 - The Service Member will work with the school to identify a group of 5-10 youth leaders known as Cafeteria Captains to support cafeteria activities. The FoodCorps Service Member will select the Cafeteria Captains through a process that includes an application, teacher referrals, and parental permission. Each Cafeteria Captain is required to support cafeteria activities at a minimum of 1 time per month and participate in 1 monthly training led by the Service Member.
- **Schoolwide Culture of Health:** School staff members will actively participate in the annual completion of the Healthy School Progress Report, a research-based tool that assesses opportunities and tracks changes to the school food environment over the course of the school year.

9.10



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of Mystery Science Student Subscriptions for all Elementary Schools
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	58,038.98
Budgeted	No
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval to purchase science supply kits and student subscriptions for the 2019-2020 school year.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

Rio School District needs to provide Mystery Science supply kits and student subscriptions for all of our seven elementary schools. The estimated cost for the supply kits will be, \$37,059.98 (see attached quote for price breakdown by grade level) and the 3-year subscriptions will cost \$6993 per year for a total of \$20,979. Grand total for both will be \$58,038.98.

Description of Mystery Science Program:

We started Mystery.org to create better explanations for every question children have about the world. We began with the 150 most common science questions that children ask teachers. We call this collection [Mystery Science](#). This year, 1 out of every 5 children in the U.S. has used Mystery Science, spread across 50% of elementary schools.

We're now moving on to all the other questions children have that they'll never learn in school. In the last 18 months we received over 500,000 questions from children eager for better explanations of the world. Now we're creating video explanations for every question. You can think of this like a visual Wikipedia for kids. Our goal is to create a generation of better thinkers. We think this is the most important problem to solve in the world today.

[mystery science quote.pdf \(225 KB\)](#)[mystery science kit quote.pdf \(232 KB\)](#)**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.

QUOTE #42061



Quote Issued: March 14, 2019

Quote Expires: June 30, 2019

⚠ Important Message for purchaser

Before sending us your PO, visit your online quote here:

<https://mysteryscience.com/order/2a8a18>

Then click "Submit Purchase Order" or "Pay by Credit Card"

VENDOR

Mystery Science Inc.
1887 WHITNEY MESA DR #9350, Area 42061
HENDERSON, NV 89014
Fax: follow instructions above for fax #

DISTRICT

Rio Elementary School District
Oxnard, CA

Description	Unit Price	Qty.	Amount
District Membership for 2019-2020 with US \$3,500 discount	US \$999.00	7	US \$6,993.00
Regular price	US \$1,499.00		
33% renewal discount	(-US \$500.00)		
Discounted price	US \$999.00		
District Membership for 2020-2021 with US \$3,500 discount	US \$999.00	7	US \$6,993.00
Regular price	US \$1,499.00		
33% renewal discount	(-US \$500.00)		
Discounted price	US \$999.00		
District Membership for 2021-2022 with US \$3,500 discount	US \$999.00	7	US \$6,993.00
Regular price	US \$1,499.00		
33% renewal discount	(-US \$500.00)		
Discounted price	US \$999.00		
	Total discount		(-US \$10,500.00)
	Total		US \$20,979.00
	Net Amount Due		US \$20,979.00

QUOTE #SP-5



Quote Issued: April 2, 2019
Quote Expires: May 15, 2019

 Important Message for purchaser

Before sending us your PO, visit your online quote here:
<https://mysteryscience.com/order/791149>
Then click "Submit Purchase Order" or "Pay by Credit Card"

Supplier:

Mystery Science Inc.
1887 WHITNEY MESA DR #9350, Area SP-5
HENDERSON, NV 89014
Fax: follow instructions above for fax #

District:

Rio Elementary School District
Oxnard, CA
Shipping Address: 2500 East Vineyard
Ave #100, Oxnard, CA, 93033

Description	Unit Price	Qty.	Amount
Supply Pack for Kindergarten	US \$199.00	17	US \$3,383.00
Supply Pack for Grade 1	US \$199.00	19	US \$3,781.00
Supply Pack for Grade 2	US \$299.00	20	US \$5,980.00
Supply Pack for Grade 3	US \$299.00	19	US \$5,681.00
Supply Pack for Grade 4	US \$299.00	19	US \$5,681.00
Supply Pack for Grade 5	US \$299.00	16	US \$4,784.00
	Total		US \$29,290.00
	Shipping & Handling		US \$5,500.00
	Sales Tax		US \$2,269.98
	Net Amount Due		US \$37,059.98

All prices in US Dollars

To download our W-9, visit:

<http://mysteryscience.com/w9>

9.11



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.11 Approval of Agreement for Police School Resource Officer Services and Cost Sharing for the next three school years
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	140,505.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends board approval of the agreement between the City of Oxnard and the Rio School District for a resource officer.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

The district would like to lock-in the annual cost of \$46,835 for the next three years. The district would like to continue a cost sharing agreement for School Resource Officer services with the City of Oxnard. The district will enter into a full year agreement for the 2019-20, 2020-21 and 2021-22 school years. The total cost for a 3-year agreement will be \$140,505.

The benefits of a 3-year contract is that the cost will remain the same for the next three years.

[police office schoolresource agreement.pdf \(3,381 KB\)](#)

Administrative Content

Executive Content

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Agreement No. 8574-19-PO

OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Rio School District

Address: 2500 Vineyard Avenue Suite #100 Oxnard, CA 93036

Telephone No.: 805-485-3111

Email address: jpuglisi@rioschools.org

Contact Person: Dr. John Puglisi

Current Value of Agreement

Department: Police

(including prior amendments): \$ 140,505

(Attach copies of original agreement and all prior amendments)

Project Manager: Daniel Shrubbs - Sergeant

Value of this Amendment: \$ N/A

Phone: 805-200-2134

Total Value of Amended

Amendment Number: N/A

Agreement: \$ N/A

Contingency Requested: \$ N/A

P.O. No. (if existing agreement): N/A

EISPM Funds¹ Requested: \$ N/A

Req. No. (if new agreement): N/A

Funding Source: General Fund reimbursement only

Business Tax Certificate No.: N/A

Account No.²: _____

Insurance Exhibit Type: N/A

Target Approval Date: _____

Bid No.: N/A

Minute Track ID No. _____

NSS control number: N/A

Termination Date: 6-30-2022

Purpose of Agreement/Amendment and Reasonableness of Price: Establishes upcoming FY 3-year reimbursement rates. Each FY of the 3-year term \$46,835 will be reimbursed to the City of Oxnard.

Review Sequence

1. Project Manager
2. Department Director
3. Budget Management
4. Risk Management³
5. City Attorney (signs contract; no need to initial this form)
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)⁴
7. Buyer⁵
8. Purchasing Manager⁶

Initials	Date
<u>[Signature]</u>	<u>3/26/19</u>
<u>[Signature]</u>	<u>3/26/19</u>
<u>N/A</u>	
<u>[Signature]</u>	<u>4/4/19</u>
<u>[Signature]</u>	<u>4.4.19</u>

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials

C:\Users\daniel.shrubbs\Desktop\2017-19 School Contracts\2019-22 Agreement or Amendment Review RSD 3

year dncx

this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

9. City Manager/ACM⁷

10. Mayor⁸

11. City Clerk⁹

To Be Filled Out By City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both Are Requested:

Regarding the contingency:

- I authorize the amount of contingency requested in this form.
- I authorize _____ (up to 10% of total contract value) in contingency funding.
- I do not authorize any contingency funding.

Regarding the EISPM funds:

- I authorize the amount of EISPM funds requested in this form.
- I authorize _____ (up to 10% of total contract value) in EISPM funds.
- I do not authorize any EISPM funds.

Signed: _____ Date: _____

- Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- Lisa Boerner, Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- Rosemarie Gaglione, Public Works Director (if public project contract is up to \$100,000 annually)
- Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- Marisela Hart, Buyer (if contract and all amendments are up to \$25,000 annually)
- William Gale, Buyer (if contract and all amendments are up to \$25,000 annually)

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Rio School District ("RSD" or "District") is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Six Thousand Eight Hundred and Thirty Five Dollars (\$46,835) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for 3 year term).

City shall send invoices to: Assistant Superintendent of Business Services
Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2019 to June 30, 2020, August 29, 2020 to June 30, 2021, and August 29, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Eric Sonstegard, Assistant Chief of Police

District:
Rio School District
2500 Vineyard Avenue, #100
Oxnard, CA 93036
Attention: Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind

each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

RIO SCHOOL DISTRICT



Alexander Nguyen, City Manager

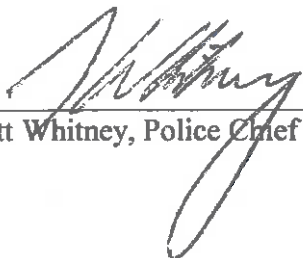
Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT



Scott Whitney, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

9.12



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.12 Approval of VCOE MOU for Career Technical Education Incentive Grant (CTEIG)
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Career Technical Education Incentive Grant
Recommended Action	Staff recommends board approval of memorandum of understanding with VCOE to work together to meet requirements of the CTEIG grant through the California Department of Education (CDE).
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 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: Oscar Hernandez

Rationale:

Rio School District would like to enter into a partnership with Ventura County Office of Education (VCOE) and Rio School District, to work together to meet the deliverables of the California Department of Education (CDE) Career Technical Education Incentive Grant (CTEIG).

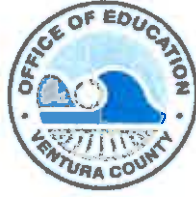
This CTEIG grant is a regional collaborative project. Its purpose is to establish partnerships with VCCCD colleges, VCOE, school districts, and business and community partners from throughout Ventura County to improve career and technical education services to high school and community college students. Primary goals are to: improve, create, increase, and implement career pathways beginning in high school through community college; increase articulation agreements between high schools and community colleges; increase dual enrollment opportunities for high school students; and provide work-based learning and employment opportunities for high school and middle school students.

CTEIG MOU WITH VCOE.pdf (2,266 KB)

Administrative Content

Executive Content

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Memorandum of Understanding

***RIO SCHOOL DISTRICT
And
VENTURA COUNTY OFFICE OF EDUCATION***

February, 2019

This service contract sets forth the terms and conditions under which the VENTURA COUNTY OFFICE OF EDUCATION (VCOE), serving as the fiscal agent, and RIO SCHOOL DISTRICT serving as the local educational agency (LEA District), will work together to meet the deliverables of the California Department of Education (CDE) Career Technical Education Incentive Grant (CTEIG).

This CTEIG grant is a regional collaborative project. Its purpose is to establish partnerships with VCCCD colleges, VCOE, school districts, and business and community partners from throughout Ventura County to improve career and technical education services to high school and community college students. Primary goals are to: improve, create, increase, and implement career pathways beginning in high school through community college; increase articulation agreements between high schools and community colleges; increase dual enrollment opportunities for high school students; and provide work-based learning and employment opportunities for high school and middle school students.

As a partner in this project the LEA District agrees to:

- A. Offer high quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education courses that enable pupils to transition to postsecondary education programs that lead to a career pathway or attain employment upon graduation.
- B. Provide pupils with quality career exploration and guidance.
- C. Provide pupils support services, including counseling and leadership development.
- D. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, documented through formal written agreements.
- E. Form ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
- F. Provide opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
- G. Reflect regional or local labor market demands and focus on current and emerging high-skill, high-wage, or high-demand occupations.
- H. Provide programs that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.
- I. Provide skilled teachers with appropriated credentials, as well as skilled administrators and support staff who provide professional development opportunities.
- J. Abide by all guidelines, policies and procedures of the VCOE as set forth in this Service Contract and the

CDE General Assurance and Certifications unless otherwise stated.

K. Provide a proportional dollar-for-dollar match for any funding received from the CTEIG.

LEA District Responsibilities

The LEA District assumes the following responsibilities:

- Provide the staff, supervision, and facilities for all project-related activities to be conducted at LEA District Schools;
- Participate in required grant meetings and activities including Leadership Team meetings, curriculum alignment meetings, Kick-off activities, and end-of-year awards.
- Ensure that all equipment and supplies purchased through the grant are inventoried and tracked and that all facilities used by the project are safely maintained;
- Ensure that the instructional activities to take place at LEA District Schools are implemented as described in the project application;
- Identify and report sources of the required match for the project budget, contributing local District funds to support and sustain the project as described in the budget narrative;
- Identify CTE specific work in the Local Control and Accountability Plan (LCAP);
- Work collaboratively with Industry Liaisons and employers to provide students work experiences and work-based learning;
- Provide oversight of the recruitment, selection, and retention efforts of the program at the LEA District Schools to ensure access of all students including low income students, English learners, students with disabilities, and any other under-represented students;
- Appropriately schedule students to ensure project success;
- Implement counseling services as described in the application;
- Maintain and provide supporting documentation for all expenditures related to grant activities;
- Collect and report participant data to the Ventura County Office of Education;
- Collect and report fiscal match data to the Ventura County Office of Education;
- Maintain all records for five years after final grant documents have been submitted to CDE upon completion of the project.

VCOE Responsibilities

VCOE assumes the following responsibilities:

- Process grant-related expenses for LEA Districts;
- Provide oversight of the recruitment, selection, and retention efforts of LEA Districts to ensure access of all students including low income students, English learners, students with disabilities, and any other under-represented students;
- Provide Industry Liaisons to coordinate efforts between teachers and employers to provide students work experiences and work-based learning;
- Convene regional curriculum development meetings to assist with post-secondary articulation, concurrent, and dual-enrollment activities;
- Complete and submit all fiscal reporting to the CDE;
- Complete and submit all participant reporting to the CDE.

Terms and Conditions

The LEA District agrees to the following terms and conditions of the Service Contract relative to:

- Acceptable Expenditures
- Record Keeping and Reporting
- Performance Outcome Measures
- Data Collection and Reporting

Exhibit A, Budget will be included as an attachment once the funding allocation is announced and subsequent pathway budgets are developed. Pathways identified as "conditional" must work with VCOE program staff to supply necessary information before pathway funds are released. If pathways do not meet funding qualifications, funds will not be allocated to the LEA. Individual schools will process supply and equipment requisitions through their school districts as per LEA District policy. VCOE reserves the right to alter the responsibilities and or staffing commensurate with funding.

Funding

The budget provides funding for pathways at secondary levels; High school pathways and Middle School programs that meet qualifications are funded per pathway, as shown in Exhibit A.

Allowable expenses include:

- Purchase of evidence-based and/or standards-based curriculum or instructional materials that focus on a career pathway;
- Purchase of equipment needed to upgrade existing programs or new equipment to start a career pathway program.
- Professional development and associated travel.

Exhibit B identifies Non-allowable expenses such as:

- Acquisition of equipment for administrative purposes;
- Purchase of equipment (e.g. bookcases, chairs, desks, file cabinets, tables) unless it is an integral part of an equipment workstation or to provide reasonable accommodations to student with disabilities.

NOTE: Purchases in excess of \$5,000 require CDE approval. Such approval must be initiated at the high school and routed through the LEA District and VCOE for CDE approval. Purchases in excess of \$5,000 that are not approved by CDE and VCOE will be the responsibility of the LEA.

Supplies and Equipment

The LEA District shall collect and maintain an inventory of fixed assets including such things as district tag numbers and serial and model numbers of any equipment purchased with grant funds. The updated inventory shall be submitted to VCOE on a quarterly basis.

Record Keeping

The LEA District shall ensure that comprehensive records are maintained for all grant expenditures as described above. All records must be maintained for five years after the final grant documents have been submitted to CDE upon completion of the project.

Performance Outcome Measures

The long-term measure of success for the CTEIG is the number of participating students who complete high school, transition successfully into an aligned postsecondary program, graduate with a degree or credential in a high-demand field, and successfully secure employment.

Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program. Data will be collected on an ongoing basis and reported twice per year to VCOE.

Data Collection and Reporting

LEAs are required to collect the following student data:

- Number of students enrolled in career pathways programs;
- Number of students who have successfully participated in career pathways programs (success being defined by a “C” grade or better in all pathway courses);
- Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program;
- Number of students in the career pathways program who receive a high school diploma;
- Number of students in the career pathways program who receive a nationally recognized or state approved career technical education (CTE) certificate.

The statewide tracking systems used may include California Longitudinal Pupil Achievement Data System (CALPADS), and Cal-PLUS Plus.

To meet data collection and reporting requirements, **District**, as the LEA agrees to:

- Enter into data sharing agreements with VCOE on behalf of its participating school;
- Adhere to data entry timelines and reporting requirements delineated in the data sharing agreements;
- Designate staff to collect and report student data;
- Participate in training programs provided by VCOE relative to data collection and reporting;
- Meet reporting deadlines.

Term

The term of this service contract is from July 1, 2019 – June 30, 2020, subject to all terms and conditions set forth herein.

Termination

Either party may terminate this contract at any time for any reason by providing 30 days written notice. In the event of termination under this paragraph, the LEA District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract.

Termination due to Cessation of State Funding

VCOE shall have the right to terminate this Contract upon three (3) days written notice in the event that the receipt by VCOE of funds from the State government for this program is reduced, suspended or eliminated for any reason. The LEA District hereby expressly waives any and all claims against VCOE for damages arising from the termination, suspension or reduction of the funds provided by the State government to VCOE for the program under which this Service Contract is made, or of the portion thereby delegated by this Service Contract.

Insurance

The LEA District shall be fully responsible for all insurance coverage, including general liability and employee workers compensation. The LEA District shall provide a certificate of insurance, naming VCOE as additional insured upon request of VCOE.

Indemnification and Hold Harmless

The LEA District agrees to indemnify, defend and save harmless VCOE, its Board of Trustees, their officers, employees and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Service Contract, and from any and all claims and losses resulting to any person, firm, corporation which may be injured or damaged by the service provider in the performance of this service contract. The LEA District agrees to

waive all rights of subrogation against the VCOE for losses arising directly or indirectly from the activities and/or work covered by this Service Contract.

VCOE agrees to indemnify, defend and save harmless the LEA District, its Board of Directors, their officers, employees and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Service Contract, and from an and all claims and losses resulting to any person, firm, corporation, which may be injured or damaged by the service provider in the performance of this Service Contract.

Notices

Any amendments or changes to this service contract should be submitted in writing and addressed to the following:

TO VCOE:

STAN MANTHOOTH
SUPERINTENDENT
VENTURA COUNTY OFFICE OF EDUCATION
5189 VERDUGO WAY
CAMARILLO, CA 93010
(805) 383-1942

TO RIO:

JOHN PUGLISI, Ph.D.
SUPERINTENDENT
RIO SCHOOL DISTRICT
2500 E. VINEYARD AVE STE. 100
OXNARD, CA 93036
(805) 485-3111

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

Compliance with Laws

Each party to this contract will comply with all applicable laws.

Construction of Covenants and Conditions

Each term and each provision of this contract will be construed to be both a covenant and a condition.

CONTACT PAGE

VCOE

PROJECT DIRECTOR

Tiffany Morse, Ph.D.
Executive Director, Career Education
465 Horizon Circle
Camarillo, CA 93010

Phone: (805) 437-1421
Email: TMorse@vcoe.org

FISCAL TECHNICIAN

Maria Benitez
Contract Technician
Career Education Center
465 Horizon Circle
Camarillo, CA 93010

Phone: (805) 437-1423
Email: MBenitez@vcoc.org

GRANT COORDINATOR

Juliet Herman
Director, Career Education
Career Education Center
465 Horizon Circle
Camarillo, CA 93010

Phone: (805) 437-8078
Email: JHerman@vcoe.org

IN WITNESS WHERE OF the parties hereto have executed this Contract.

SIGNATURES

John Puglisi, Ph.D., Superintendent
RIO SCHOOL DISTRICT

Date

Lisa Cline, Director, Internal Business Services
VENTURA COUNTY OFFICE OF EDUCATION

Date

Stan Mantooh, Superintendent
VENTURA COUNTY OFFICE OF EDUCATION

Date

9.13



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.13 Approval of MOU Renewal with Mixteco Indigena Community Organizing Project (MICOP)
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	91,352.37
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of MICOP MOU renewal.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez and Sonya Mercado

Rationale:

The Rio School District and MICOP continue to partner to provide translation and support services to Mixteco speaking families through 1.5 FTE positions located at the Rio School District office and schools identified with need for additional Mixteco support.

Here are some of the services which will be provided:

1. Provide support to students and parents
2. Provide parent workshops throughout the school year
3. Provide outreach and resource referrals to Mixteco communities
4. Provide translation support services to our Pupil Personnel Dept., Migrant Program and district office

[MICOP RSD 19 20 Contract.pdf \(390 KB\)](#)

Administrative Content

Executive Content

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

AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this day of July 1, 2019, by and between the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the **DISTRICT** and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT**, hereinafter referred to as the **CONTRACTOR**.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 53060 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

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

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

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

- 1. SCOPE OF WORK.** the contractor will provide Mixteco translation services, outreach and resource and referral to the Mixteco community, partner in community meeting and collaborate with District staff and programs including services related to Pupil Personnel Services department, Migrant Program and NfL program.
- 2. COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of **\$31.73** per hour for full-time Promotora and **\$30.44** per hour for part-time Assistant Promotora (hour/day/etc.), not to exceed **\$91,352.37** beginning on July 1, 2019 and ending on June 30, 2020. These dates may be changed by an amendment to this agreement signed by both parties.
- 3. INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.

4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

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

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

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

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

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

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

_____ Contractor need not comply with fingerprint certification requirement.

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

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

RIO SCHOOL DISTRICT

Principal/Department Head Date

Wael Saleh
Assistant Superintendent for Business Services Date

John Puglisi, PhD
Superintendent or designee Date

CONTRACTOR

Authorized Signature Date
Arcenio Lopez, Executive Director
Mixteco/Indigena Community Organizing Project
520 West 5th St.
Oxnard CA 93030

Tax ID # (required W-9 attachment)

Address

Phone Fax #

e-mail address

APPENDIX B – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, _____, am an individual contractor, consultant. My entity is seeking to contract with the Rio Elementary School District to provide Mixteco translation services, outreach and resource and referral to the Mixteco community to the District, and I am aware of the requirements of Education Code section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).

C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupil. (Education Code section 45125.1 (f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Dated: _____, 200__ at _____ (City) California.

Signature

9.14



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.14 Approval of Ellevation, Inc. Contract for 2019-2020 School Year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	29,936.40
Budgeted	Yes
Budget Source	Title I
Recommended Action	Staff recommends board approval of 2019-2020 Ellevation, Inc. Contract.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Oscar Hernandez

Rationale:

Better serving our English Learners (ELs) is a commitment we make to our community throughout their academic course. Our service includes reporting and compliance with monitoring ELs progress and performance using local and state assessments. Teacher collaboration and personalized instructional methods continues to serve as our aim in support of the academic language development and proficiency of our students, especially our ELs. Ellevation transforms school districts to better serve English Learners by supporting student data analysis, reporting, collaboration and instruction. This includes Ellevation's tools which streamline administrative processes and simplify compliance. Additionally, Ellevation has tools which help educators better understand their students' strengths and needs and enable ELCs and classroom teachers to more effectively collaborate in helping students succeed.

[Ellevation Rio Contract w_Terms.pdf \(22 KB\)](#)

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.

Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company: Ellevation Education	Customer: RIO ELEM
Representative: Michele Rodriguez-Flores	Contact Name: John Puglisi
Email: michele.flores@ellevationeducation	Email: jpuglisi@rioschools.org
Phone: 617-307-5755	Phone: (805) 485-3111
Address: 38 Chauncy St, 9th Floor, Boston, MA 02111	Address: , , CA
Start Date: 5/1/2019	End Date: 4/30/2020

Annual Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
CA Bundle	2,360	\$11.00	15.5 %	\$21,936.20
Subscription Savings:				\$4,023.80
Subscription Total:				\$21,936.20

Services Fees

Product	Quantity	Unit Price	Discount	Total Fees
Getting Started with Ellevation	1	\$8,500.00	5.88 %	\$8,000.20
Services Savings:				\$499.80
Services Total:				\$8,000.20

Total Investment

Savings Total:	\$4,523.60
Grand Total:	\$29,936.40

Invoicing Schedule:

Payment Term: Net 30

Contract Term: 12

1 Definitions.

- 1.1 The **"Platform"** is Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation's third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation's proprietary data management system for English Language Learners or "ELLs"; (2) access reporting tools related to the productivity and performance of Customer's ELLs; and (3) utilize instructional content for Customer's ELLs.
- 1.2 **"Customer User"** shall mean any of Customer's authorized users of the Platform.
- 2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work ("SOW") which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the **"Services"**).
- 3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer's Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.
- 4 **Term and Renewal.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement ("the **"Initial Subscription Term"**). Following expiration of the Initial Subscription Term, Customer's subscription will automatically renew for successive twelve (12) month renewal terms (each a **"Renewal Term"**) unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as **"Term."** Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

5 License Grant

- 5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer's Users.
- 5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer's educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.
- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) "frame," distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user's access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (e) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (f) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (g) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 Ownership and Rights

- 6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **"Customer Content"**).
- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
- 6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

- 6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

- 7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

- 7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.
- 7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.
- 7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.
- 7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 Representation and Warranties; Disclaimers

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 Drug Free Workplace. Ellevation provides a drug-free workplace for its employees, including: (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 8.1(f), "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 Insurance. Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 Termination.

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 Indemnification

12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party;

- provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

By: _____
Name: _____
Title: _____
Date: _____

RIO ELEM

By: _____
Name: _____
Title: _____
Date: _____

9.15



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.15 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for providing assistance with the master planning of the sports fields at Rio Del Valle Middle School.
Access	Public
Type	Action (Consent), Discussion
Fiscal Impact	Yes
Dollar Amount	42,000.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Proposal from KBZ be accepted to assist with the Master Plan for the fields at RDV.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Kurger, Bensen, Ziemer Architects, Inc. (KBZ) has prepared a proposal outlining the redevelopment of the sports fields at Rio Del Valle and the preparation of a Master Plan design with cost figures.

The Master Plan will include such things as reconfiguration of public parking lot; sports lighting; scoreboards; bleachers; restrooms and concession facilities; fencing; and natural or artificial turf/play surfaces.

KBZ Proposal for RDV Fields.pdf (104 KB)

Administrative Content

Executive Content

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**Rio School District
Rio Del Valle Sports Fields Master Plan
Proposal/Agreement**

18 April 2019

Rio School District
Attn. Wael Salah
2500 E Vineyard Ave, Suite 100
Oxnard, CA 93036

Re: **Rio Del Valle – Sports Fields Master Plan**

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist you with master planning the sports fields at Rio Del Valle Middle School. Per our meeting on April 9, we understand that the District wishes to explore redevelopment of the various sports fields at Rio Del Valle, and this initial effort would be to create a Master Plan design and associate preliminary cost figures with various phases or distinct areas, such that the District can use this tool to select and plan future implementation projects for the redevelopment. Broadly, the Master Plan will examine the following elements:

- Running Track and Inner Field (football and soccer)
- Baseball/Softball Fields (four currently exist)
- Public Parking expansion/reconfiguration at northwest corner of property
- Flexible use field areas – school & public use
- Sports Lighting for fields and track elements
- Scoreboards for various fields
- Bleachers/seating for fields and track elements
- Restroom & Concession facilities
- Fencing for Security and separating public/school uses
- Natural and artificial turf/play surfaces, including rodent remediation options (gopher wire, etc.)

OUTLINE OF SERVICES AND DELIVERABLES:

1. **Master Planning:**
 - Review of available drawings.
 - On-site investigations.
 - Programming meetings with site & district staff
 - KBZ will coordinate Master Plan programming and design(s) with Civil Engineer and Landscape Architect.
 - Presentation of initial concept design(s) and design refinement prior to finalizing Master Plan layouts.
 - Concept-level cost estimating, broken down by area or phase (to be determined)
 - Presentation to site committee and Board as required.
 - Final Deliverables include:
 1. 30x42 Colored Site Plan indicating proposed elements (no cost information) – mounted
 2. 30x42 Colored Site Plan (same as above, but adding cost information into graphic) - mounted
 3. 8.5x11 Master Plan report, showing programmed elements, assumptions, cost information for each phase and/or area, and reduced version of Color Site Plan.
 4. PDF versions for all the above hard-copy items, for additional reproduction or distribution.

ESTIMATED FEE BREAKDOWN:

(See attached)

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
198 FIGUEROA STREET, SUITE 100A, VENTURA, CA 93001 PHONE 805.650.1033 WWW.KBZARCH.COM



**Rio School District
Rio Del Valle Sports Fields Master Plan
Proposal/Agreement**

The fee as noted above shall be billed each month, based on time and materials expended.

This proposal does not include topographic or boundary surveys, or geotechnical investigations. Master Plan document is necessarily schematic; final product is not suitable for submission to Division of the State Architect or bidding/construction.

The District shall provide original any available surveys, site plans, irrigation plans, and utility plans to help inform the Master Plan process.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the District may terminate this agreement after giving no less than seven days' written notice.

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

Very truly yours,

Todd A. Jespersen AIA, LEED AP^{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date

Attached: Estimated Fee Breakdown, KBZ Hourly Rate Sheet (2019)

RSD Rio Del Valle Sports Field Master Plan

April 18, 2019

	Principal		KSZ Proj. Mgr.		Arch. Asst.		Civil Eng. Consultant	Landscape Architect	Cost Estimator	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate				
Master Plan / Schematic Phase							\$5,000	\$3,500	\$6,500	\$41,450.00
On-Site & Record Docs Investigation	4	\$200		\$160	16	\$125				\$2,800.00
Programming + Meetings	24	\$200		\$160	24	\$125				\$7,800.00
Schematic Designs	24	\$200		\$160	40	\$125				\$9,800.00
Presentation Graphics (Rendered Site Plan)	4	\$200		\$160	16	\$125				\$2,800.00
Committee/Board Meetings (5)	10	\$200		\$160	10	\$125				\$3,250.00
Total Fees:						\$26,450	\$5,000	\$3,500	\$6,500	\$41,450.00
Reimbursable Allowance:										\$550.00
Total Estimated Fee:										\$42,000.00

Rate Sheet

KRUGER BENSEN ZIEMER ARCHITECTS, INC.



CURRENT HOURLY RATES

Principal	\$200.00
Project Architect	\$180.00
Project Manager/Designer	\$160.00
Interior Designer	\$140.00
Architectural Assistant	\$125.00
Clerical	\$ 75.00

Effective January 1st, 2019

Reimbursable expenses will be billed at cost plus 15%

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
30 WEST ARRELLAGA STREET SANTA BARBARA, CA 93101
PHONE (805) 963-1726
www.kbzarch.com info@kbzarch.com

9.16



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.16 Approval of Proposal from Kruger, Bensen, Zierner Architects, Inc. (KBZ) for Architect Services for the Rio del Valle Middle School Kitchen Hood Replacement and Walk-In
Access	Public
Type	Action (Consent), Discussion
Fiscal Impact	Yes
Dollar Amount	49,725.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Proposal from KBZ be accepted to provide Architect Services for the Rio del Valle Middle School Kitchen Hood Replacement and Walk-In
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Kurger, Bensen, Zierner Architects, Inc. (KBZ) has prepared a proposal outlining the kitchen hook replacement and new walk-in refrigerator/freezer at Rio del Valle Middle School.

[KBZRdVKitchen.pdf \(938 KB\)](#)

Administrative Content**Executive Content**

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**Rio School District
Rio Del Valle MS Hood Replacement & Walk-In
Proposal/Agreement**

17 April 2019

Rio School District
Attn. Wael Saleh
2500 E Vineyard Ave, Suite 100
Oxnard, CA 93036

Re: **Rio Del Valle MS Kitchen Hood Replacement & Walk-In**

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist you with the Kitchen Hood Replacement and new walk-in refrigerator/freezer at Rio Del Valle Middle School. We understand that the larger Kitchen/MPR project cannot be constructed at this time, but that you wish to proceed with a hood replacement to bring the kitchen hood into compliance with current fire department and health department regulations until the larger project can be completed. We also understand that Child Nutrition Services has immediate needs to expand their cold storage at this site, so options will be reviewed for a new refrigerated indoor or outdoor walk-in unit to serve that purpose. This project will require a full Type I hood replacement sized to the current cooking equipment/layout, and will include the necessary new Ansul extinguishing system compliant with CBC Section 904 and UL 300, along with new make-up air fans and ductwork. KBZ will serve as the prime vendor to the District, with consulting engineer contracts for structural, mechanical/plumbing, and electrical (for power, fire alarm, and fan interconnects). Following is an outline of services that will be provided by KBZ and our direct consultants:

OUTLINE OF SERVICES:

1. **Construction Documents:**
 - Review of Site/Buildings/Available drawings.
 - As-built investigations on site.
 - KBZ will work coordinate work between the structural, mechanical, and electrical engineers.
 - (1) Review meeting to review options for location of new cold storage walk-in unit and (1) Review meeting when the CD's are approximately 75% complete.
 - Drawings, specifications, device listing sheets and cut sheets as required for the DSA submittal.
 - Address corrections and comments from DSA
 - DSA back-check for final approval.
2. **Bid/Negotiate:**
 - KBZ will assist the District with bid document preparation, including coordination with reprographics company for bid set distribution.
 - KBZ and AE Group will participate in the pre-bid job walk, describing the project scope and constraints.
 - KBZ will answer pre-bid RFI's and issue Addenda as necessary.
 - KBZ will attend the bid opening and assist with bid tabulation as requested.
 - KBZ will assist the District with bid evaluations and recommendations for award.
3. **Construction Administration:**
 - KBZ will file the necessary DSA forms at the commencement of construction to open the DSA box.
 - KBZ will coordinate the pre-construction conference meeting.
 - KBZ run the bi-weekly job meetings during the construction period, which is anticipated to run mid-June through mid-August (4 meetings), keeping the District apprised of progress throughout.
 - KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
 - KBZ will participate in one punch list walk at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services on a T&M basis.
4. **Closeout:**
 - KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials.
 - KBZ will verify punch list items are complete per above.



Rio School District
Rio Del Valle MS Hood Replacement & Walk-In
Proposal/Agreement

- KBZ will file the DSA-6AE final verification form and assist with other DSA certification documentation.

FEE BREAKDOWN:

(See attached)

The fee as noted above shall be billed each month based on percentage of completion for the current task.

This proposal does not include hazardous material testing or abatement procedures, seismic studies/upgrades, or DSA certification efforts for prior related projects. This proposal also assumes that other required accessibility features such as parking, path of travel, restrooms are presently existing and will only need to be documented as such; design of new accessibility features are not included in this proposal.

The District shall provide original as-built construction drawings showing the structural framing of the roof where the hood and fans are to be located, and most-current electrical site plan/single line diagram and fire alarm drawings relevant to the Kitchen/MPR building.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the District may terminate this agreement after giving no less than seven days' written notice.

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

Very truly yours,

Todd A Jespersen AIA, LEED AP^{BD+C}
Principal Architect
California License #C25839

Attached: Fee Breakdown

Agreed:

Signature

Printed name

Date

RSD Rio Pel Valle MS Kitchen Hood Replacement & Walk-in

April 17, 2019

	Principal		KBZ Proj. Mgr.		Arch. Ass't.		Structural Consultant	Mech/Plumb Consultant	Electrical Consultant	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate				
Construction Document Phase							\$6,800	\$8,100	\$7,500	\$35,300.00
On-Site Investigation		\$200		\$160	4	\$125				\$500.00
CD Plans/Coordination	8	\$200		\$160	40	\$125				\$6,600.00
(2) CD Review Meeting/Minutes	4	\$200		\$160	4	\$125				\$1,300.00
Specifications/Project Manual	6	\$200		\$160		\$125				\$1,200.00
DSA Submittal Package/Processing	1	\$200		\$160	4	\$125				\$700.00
DSA Review Comments/Consult. Coord.	2	\$200		\$160	4	\$125				\$900.00
DSA Back-Check	1	\$200		\$160	12	\$125				\$1,700.00
Bid/Negotiate Phase										\$2,200.00
(1) Bid Doc Review Meeting/Minutes	2	\$200		\$160	2	\$125				\$650.00
Pre-Bid Conference/Job Walk/Minutes	2	\$200		\$160	2	\$125				\$650.00
RFI Responses/Addenda		\$200		\$160	4	\$125				\$500.00
Bid Opening/Tabulation	1	\$200		\$160		\$125				\$200.00
Evaluations/Assessment	1	\$200		\$160		\$125				\$200.00
Construction Administration Phase							\$1,200	\$1,400	\$800	\$10,075.00
Pre-con Meeting	2	\$200		\$160	1	\$125				\$525.00
Construction Meetings (4) / Minutes	2	\$200		\$160	8	\$125				\$1,400.00
Resolution of Construction Issues	4	\$200		\$160	8	\$125				\$1,800.00
RFI's / Submittals	2	\$200		\$160	8	\$125				\$1,400.00
Change Orders / Pay Apps	1	\$200		\$160	2	\$125				\$450.00
DSA Submittals/Processing	1	\$200		\$160	2	\$125				\$450.00
Punch List	2	\$200		\$160	2	\$125				\$650.00
Closeout Phase							\$0	\$500	\$200	\$1,400.00
Punch List Completion Confirmation		\$200		\$160	2	\$125				\$250.00
Close-Out Doc review	1	\$200		\$160	2	\$125				\$450.00
Total Fees:						\$22,475	\$8,000	\$10,000	\$8,500	\$48,975.00
Reimbursable Allowance:										\$750.00
Total Proposed Fee:										\$49,725.00

9.17



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.17 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for Architect Services for the Rio Plaza School Kitchen Hood Replacement
Access	Public
Type	Action (Consent), Discussion
Fiscal Impact	Yes
Dollar Amount	40,775.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Proposal from KBZ be accepted to provide Architect Services for the Rio Plaza School Kitchen Hood Replacement
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Kurger, Bensen, Ziemer Architects, Inc. (KBZ) has prepared a proposal outlining the kitchen hood replacement at Rio Plaza School.

[KBZPlazaHood.pdf \(861 KB\)](#)

Administrative Content**Executive Content**

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Rio School District
Rio Plaza Kitchen Hood Replacement
Proposal/Agreement

17 April 2019

Rio School District
Attn. Wael Saleh
2500 E Vineyard Ave, Suite 100
Oxnard, CA 93036

Re: Rio Plaza Kitchen Hood Replacement

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist you with the Kitchen Hood Replacement at Rio Plaza Elementary School. The project will require a full Type I hood replacement that will include the necessary new Ansul extinguishing system compliant with CBC Section 904 and UL 300, along with new make-up air fans and ductwork. KBZ will serve as the prime vendor to the District, with consulting engineer contracts for structural, mechanical/plumbing, and electrical (for power, fire alarm, and fan interconnects). Following is an outline of services that will be provided by KBZ and our direct consultants:

OUTLINE OF SERVICES:

1. **Construction Documents:**
 - Review of Site/Buildings/Available drawings.
 - As-built investigations on site.
 - KBZ will work coordinate work between the structural, mechanical, and electrical engineers.
 - (1) Review meeting when the CD's are approximately 75% complete.
 - Drawings, specifications, device listing sheets and cut sheets as required for the DSA submittal.
 - Address corrections and comments from DSA
 - DSA back-check for final approval.
2. **Bid/Negotiate:**
 - KBZ will assist the District with bid document preparation, including coordination with reprographics company for bid set distribution.
 - KBZ and AE Group will participate in the pre-bid job walk, describing the project scope and constraints.
 - KBZ will answer pre-bid RFI's and issue Addenda as necessary.
 - KBZ will attend the bid opening and assist with bid tabulation as requested.
 - KBZ will assist the District with bid evaluations and recommendations for award.
3. **Construction Administration:**
 - KBZ will file the necessary DSA forms at the commencement of construction to open the DSAbox.
 - KBZ will coordinate the pre-construction conference meeting.
 - KBZ run the bi-weekly job meetings during the construction period, which is anticipated to run mid-June through mid-August (4 meetings), keeping the District appraised of progress throughout.
 - KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
 - KBZ will participate in one punch list walk at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services on a T&M basis.
4. **Closeout:**
 - KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials.
 - KBZ will verify punch list items are complete per above.
 - KBZ will file the DSA-6AE final verification form and assist with other DSA certification documentation.

FEE BREAKDOWN:

(See attached)



Rio School District
Rio Plaza Kitchen Hood Replacement
Proposal/Agreement

The fee as noted above shall be billed each month based on percentage of completion for the current task.

This proposal does not include hazardous material testing or abatement procedures, or DSA certification efforts for prior related projects. This proposal also assumes that other required accessibility features such as parking, path of travel, restrooms are presently existing and will only need to be documented as such; design of new accessibility features are not included in this proposal.

The District shall provide original as-built construction drawings showing the structural framing of the roof where the hood and fans are to be located, and most-current electrical site plan/single line diagram and fire alarm drawings relevant to the Admin/MPR building,

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the District may terminate this agreement after giving no less than seven days' written notice.

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

Very truly yours,

Todd A Jespersen AIA, LEED AP^{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date

Attached: Fee Breakdown

RSD Rio Plaza Kitchen Hood Replacement

April 17, 2019

	Principal		KBZ Proj.Mgr.		Arch. Ass't.		Structural Consultant	Mech/Plumb Consultant	Electrical Consultant	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate				
Construction Document Phase							\$4,800	\$7,500	\$5,000	\$26,350.00
On-Site Investigation		\$200		\$160	4	\$125				\$500.00
CD Plans/Coordination	4	\$200		\$160	24	\$125				\$3,800.00
(1) CD Review Meeting/Minutes	2	\$200		\$160	2	\$125				\$650.00
Specifications/Project Manual	4	\$200		\$160		\$125				\$800.00
DSA Submittal Package/Processing	1	\$200		\$160	4	\$125				\$700.00
DSA Review Comments/Consult. Coord.	2	\$200		\$160	4	\$125				\$900.00
DSA Back-Check	1	\$200		\$160	12	\$125				\$1,700.00
Bid/Negotiate Phase										\$2,200.00
(1) Bid Doc Review Meeting/Minutes	2	\$200		\$160	2	\$125				\$650.00
Pre-Bid Conference/Job Walk/Minutes	2	\$200		\$160	2	\$125				\$650.00
RFI Responses/Addenda		\$200		\$160	4	\$125				\$500.00
Bid Opening/Tabulation	1	\$200		\$160		\$125				\$200.00
Evaluations/Assessment	1	\$200		\$160		\$125				\$200.00
Construction Administration Phase							\$1,200	\$1,400	\$800	\$10,075.00
Pre-con Meeting	2	\$200		\$160	1	\$125				\$525.00
Construction Meetings (4) / Minutes	2	\$200		\$160	8	\$125				\$1,400.00
Resolution of Construction Issues	4	\$200		\$160	8	\$125				\$1,800.00
RFI's / Submittals	2	\$200		\$160	8	\$125				\$1,400.00
Change Orders / Pay Apps	1	\$200		\$160	2	\$125				\$450.00
DSA Submittals/Processing	1	\$200		\$160	2	\$125				\$450.00
Punch List	2	\$200		\$160	2	\$125				\$650.00
Closeout Phase							\$0	\$500	\$200	\$1,400.00
Punch List Completion Confirmation		\$200		\$160	2	\$125				\$250.00
Close-Out Doc review	1	\$200		\$160	2	\$125				\$450.00
Total Fees:						\$18,625	\$6,000	\$9,400	\$6,000	\$40,025.00

Reimbursable Allowance: \$750.00

Total Proposed Fee:	\$40,775.00
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9.18



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.18 Approval of Contract for Speech Pathologist Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	946,460.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Speech Pathologist Services contract.

Public Content

Speaker: Oscar Hernandez and Rebecca Rocha

Rationale:

Due to a shortage in qualified Speech Pathologists applying directly to the district for positions and 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 7 Speech Pathologist positions during the 2018-2019 school year.

Contracted Speech Pathologists will be 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.

[19-20 Speech Contract_360_Rio_Oxnard_CA_2019-20.pdf \(427 KB\)](#)

Administrative Content

Executive Content

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PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the May 2nd, 2019, between the Rio School District (hereinafter referred to as RSD) located at 3300 Cortez Street Oxnard, Ca 93036 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 4423 Fortran Drive # 114 San Jose CA 95134, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

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

C. 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.) Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

2. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the
- b.) 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.

- c.) 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.

d.) 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 of 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 AND FACILITIES** RSD and The Consultant will agree on all necessary equipment 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 Washington State.
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.

E. 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:

INSTRUCTIONS	The RSD shall provide job specifications and instructions.
TRAINING	The RSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO RSD	The consultant's work is essential to RSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at RSD or any other provisions listed in part A.
JOB LOCATION	RSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by RSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.

PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

F. 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.

G. CONTRACT INITIATOR (RSD Representative)	CONSULTANT
Signature: _____	Signature: _____
Date Signed: _____	Date Signed: _____
Branch / Dept.: _____	Title: <u>CEO</u>
Address (or Mail Code): _____	Company Name & Address: <u>360 Degree Customer Inc</u>
_____	<u>4423 Fortran Dr., Ste #114, San Jose, CA 95014</u>
Phone / Fax: Ph: _____	Phone / Fax: <u>Ph 408-406-7253, Fx 408-719-9900</u>
E-Mail Address: _____	E-Mail Address: <u>gulneesh@360customer.com</u>

ADDENDUM – A

School year: 2019-20

Title: Spanish Bilingual Speech Therapists

Names of the Spanish Therapists:

- 1. Melissa Torres**
- 2. Natacha Sanchez**
- 3. Jose Davila**
- 4. Daisy Sanders**

Rate for Spanish Bilingual Speech Therapist: \$95/hr

Title: Monolingual Speech Therapists

Name of the Therapists:

- 1. Stephena Held**
- 2. Janelle Beckman**
- 3. Evonya Cornelius**

Rate for Monolingual Speech Therapist: \$86.50/hr

9.19



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.19 Purchase of 1800 Chromebook sleeves for take-home programs
Access	Public
Type	Action (Consent)
Preferred Date	Apr 24, 2019
Absolute Date	Apr 24, 2019
Fiscal Impact	Yes
Dollar Amount	26,183.25
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing the laptop sleeves to support the 1-to-1 program and students' use of technology for learning at home.

Public Content

Speaker: Jarkko Myllari

Rationale: To prevent unnecessary wear and tear of the student devices when they are moving their personal devices between classrooms and outside of school a protective sleeve or case is needed for the device. To allow students using their backpacks to carry the device, technology services in collaboration with the technology champions selected a smaller, sleeve model instead of a full case or a computer bag.

[Rio School District - Bump Armor Case Quote Apr. 2019 version 1 \(2\).pdf \(49 KB\)](#)

Administrative Content

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Company Address 130-A W. Cochran St.
Simi Valley, CA, 93065
US

Created Date 04/11/2019
Expiration Date 05/13/2019

Prepared By Robert Taylor
Phone
Email robert.taylor@stseducation-us.com
FAX

Quote Number 00065186
Account Name Rio School District
Contact Jarkko Mylläri
Phone (805) 485-3111
Email jmyllari@rioschools.org

Bill To Name Rio School District
Bill To 2500 Vineyard Avenue
Oxnard, CA, 93036

Ship To Name Rio School District
Ship To Warehouse 2500 Vineyard Avenue
Oxnard, CA, 93036-1309

Quantity	Description	Sales Price	Total Price
1800	Bump Armor Student Sleeve 11/13" (P/N: SS13)	\$13.50	\$24,300.00
1	LTL Shipping Charge - CA	\$0.00	\$0.00

Subtotal \$24,300.00
Total Price \$24,300.00
Tax \$1,883.25
Grand Total \$26,183.25

All Sales are subject to applicable Sales Tax at the time of Shipment.

Financing options available on Approved Credit.

STS stands behind the products and services we provide. For more information on our complete suite of warranties and guarantees, click [here](#).

www.stseducation-us.com

9.20



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.20 Purchase of NetOp Vision classroom management software
Access	Public
Type	Action (Consent)
Preferred Date	May 15, 2019
Absolute Date	May 15, 2019
Fiscal Impact	Yes
Dollar Amount	64,350.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing the NetOp Vision classroom management software system with a 5-year contract.

Public Content

Speaker: Jarkko Myllari

Rationale: Teachers have been expressing a need for software that helps to synchronize and coordinate classroom activities when students are working on computers. The key features expected from the system are pausing activities, providing individual or group-level messages and on-screen instructions, sharing web content from the teacher directly to student browsers, and filtering student access to the relevant web-resources. NetOp vision has these features without overlapping with the functionalities that are already available in the existing Rio software ecosystem. NetOp vision is also compatible with the Chrome browser and Chrome OS devices which improves the efficiency of the management tasks.

[QT_Enduser - CA-VCHROME \(5500\) - 06-May-2019.pdf \(23 KB\)](#)

Administrative Content

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Netop
220 NW Second Avenue, Suite 940
Portland, OR 97209
www.netop.com/edu



QUOTE

INVOICE TO
Jarkko Myllari
RIO ELEMENTARY SCH DISTRICT
2500 E VINEYARD AVE STE 100
OXNARD, CA 93036-1372

Quote Number 9243000089182218
Valid Until 05/31/2019

Contact Person Jacob Melear
E-Mail jame@netop.com

SHIP TO
Jarkko Myllari
RIO ELEMENTARY SCH DISTRICT

5 year subscription beginning August 28, 2019 and ending August 28, 2024. Netop will continue service until subscription start date. Rio ESD has the option before August 28, 2022 to opt out of the remaining two years of the contract for a refund in the amount of \$24,200 if any of the following reasons cause Vision for Chromebooks to become unusable: the district stops using Chromebooks as a student device, the district network infrastructure changes in a way that no longer allows teachers to connect with student devices, the district no longer supports Google for Education.

Product Name	Price	Qty	Amount
VIS for ChromeBooks - 5Y, per User	USD 11.70	5500	USD 64,350.00
Total Amount			USD 64,350.00
Grand Total			USD 64,350.00

Terms & Conditions

Our products will be delivered by e-mail within maximum 5 working days
Please remit your purchase order to info.us@netop.com
Payment: Net 14 O.A.C.

9.21



Agenda Item Details

Meeting	May 15, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.21 Approval of Change Order with RAN Enterprises
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	89,834.13
Budgeted	Yes
Budget Source	Measure G

Recommended Action It is recommended that the Board approve the Change Order with RAN Enterprises

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order has several components to it:

• Revisions to location and Ducting for RTU-E1	\$308.80
• Changes to cap and curb exhaust fans	\$6,354.79
• Changes to duct and grill location	\$1,113.57
• Added lift due to scheduling change post bid	\$3,291.18
• Design changes post bid due to structural and mechanical conflict	\$7,419.54
• Changes to system due to design coordination conflict	\$2,458.32
• Design and layout changes post bid on the Exhaust unit	\$6,984.04
• Design changes post bid due to structural and mechanical conflict	\$27,990.19
• Added duct elbows for code compliance and coordination in a congested area	\$1,658.11
• Relocated fan coil and ductwork in rooms D101 and D201	\$15,400.00
• Revised Duct in Building D	\$4,225.98
• Set up the AC units at Bldg. A and B with no gas	\$4,007.75
• Partial startup and testing at Bldg. E	\$2,404.65
• Phased startup at Bldg. D&E	\$1,733.69
• Partial air balance TRU E7 and E8 after hours	\$4,483.52

[RAN Attachment.pdf \(78 KB\)](#)

Administrative Content**Executive Content**

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

May 6, 2019

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 #19.6 RAN Enterprises

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #19.6 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:

POC No	QC No	Description	Reason	Cost/Credit
19.4R1	004R1	REVISED - Added cost per response to RFI #0240-RTU E-1 Relocation	Revisions to location and Ducting for RTU E-1	308.00
19.5	005	Added cost to install 14 Gc Framing at Roof Caps for exhaust fans	Changes to cap and curb	8,354.79
19.22R1.2	022R1.2	REVISED: Added cost per RFI #376R1-Duct Change in MPR, E110 side room	Changes to duct and on location	1,113.67
19.23	023	Blade E Added Crane Lift	Added lift due to scheduling changes post bid	3,291.18
19.28	028	Added Cost per RFI 387 and 387R1-MAU Relocation in Kitchen	Design changes post bid due to structural and mechanical conflict	7,419.54
19.40	040	EF AP Fan Puller Sump	Changes to system due to design coordination conflict	7,458.32
19.44	044	Can Fan Power Exhaust at RTU E7 and E8	Design and layout changes post bid	5,984.04
19.45R1	045R1	Home Ec exhaust ductwork and exhaust fan	Design changes post bid due to structural and mechanical conflict	27,950.19
19.48	048	Added duct elbows to D111 and D211	Design changes for code compliance and coordination in a congested area	1,656.11
19.47	047	Relocated fan coil and ductwork in rooms D101 & D201	Design and coordination changes post bid	15,400.00
19.45	045	Revised Duct in Solidino D	Design changes post bid due to structural and mechanical conflict	4,225.98
19.53	053	Shutdown AC units at Bldg A and B with NO Gas	Scheduling changes to achieve occupancy	4,007.75
19.54	054	Partial Startup and Testing at Bldg E	Scheduling changes to achieve occupancy	2,404.86
19.63R1	063R1	Phased Startup at Bldg D&E	Scheduling changes to achieve occupancy	1,733.69
19.65	065	Partial Air Balance RTU E7&E8 after hours	Scheduling changes to achieve occupancy	4,483.52
Total CO #19.6				\$ 89,834.13
Previous Approved CO's				\$ 52,789.16
Original Contract				\$ 1,648,000.00
Revised Contract				\$ 1,790,003.28

This change order is developed from agreements reached by A4E, BBC and the IOR for possible entitlement for open change order work in a fair and equitable compensation for the changes to the contract scope.

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

Respectfully,



Jesus Mugerza Ibarra
Assistant Project Manager, Balfour Beatty

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

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

**CO 19.6
5-6-19**

PROJECT NO: 0045-015

CO NO: 19.6

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	\$ 52,769.15
This Change Order	\$ 89,834.13
Adjusted Contract Amount	\$ 1,790,603.28

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 _____

CO to Contract
Rio Bid 0045-015

Rio School District

Project No 0045-015

Rio STEAM K-8 Campus

BP #19 HVAC

RAN Enterprises

CO #19.6

5/6/2019

Original Contract

\$ 1,648,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
19.4R1	004R1	REVISED - Added cost per response to RFI #0246-RTU E-1 Relocation	Revisions to location and Ducting for RTU-E1	308.80
19.5	005	Added cost to install 14 Gg Framing at Roof Caps for exhaust fans	Changes to cap and curb	6,354.79
19.22R1.2	022R1.2	REVISED: Added cost per RFI #378R1-Duct Change in MPR, E110 side room	Changes to duct and grill location	1,113.57
19.23	023	Bldg E Added Crane Lift	Added lift due to scheduling changes post bid	3,291.18
19.28	028	Added Cost per RFI 387 and 387R1-MAU Relocation in Kitchen	Design changes post bid due to structural and mechanical conflict	7,418.54
19.40	040	EF A9 Fan Pulley Swap	Changes to system dur to design coordination conflict	2,458.32
19.44	044	Gen Fab Power Exhaust at RTU E7 and E8	Design and layout changes post bid	6,894.04
19.45R1	045R1	Home Ec grease ductwork and exhaust fan	Design changes post bid due to structural and mechanical conflict	27,890.19
19.46	046	Added duct elbows to D111 and D211	Design changes for code compliance and coordination in a congested area	1,868.11
19.47	047	Relocated fan coil and ductwork in rooms D101 & D201	Design and coordination changes post bid	15,400.00
19.48	048	Revised Duct in Building D	Design changes post bid due to structural in mechanical conflict	4,225.98
19.53	053	Startup the AC units at Bldg. A and B with NO Gas	Scheduling changes to achieve occupancy	4,007.75
19.54	054	Partial Startup and Testing at Bldg E	Scheduling changes to achieve occupancy	2,404.85
19.63R1	063R1	Phased Startup at Bldg D&E	Scheduling changes to achieve occupancy	1,733.89
19.66	066	Partial Air Balance RTU E7&E8 after hours	Scheduling changes to achieve occupancy	4,483.52

Total CO #19.6

Previous Approved CO's

Original Contract

Revised Contract

Design changes post bid due to structural Previous mechanical conflict

\$ 89,834.13

\$ 52,789.15

\$ 1,648,000.00

\$ 1,790,603.28

