



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETINGS

August 21, 2019

**Office of Student and Family 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, August 21, 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 (may continue at the end of the meeting if needed)

- 4.1 Conference with legal counsel – anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code Section 54946.9(d)(2). Number of cases: 1.
- 4.2 Conference with legal counsel – anticipated litigation. Initiation of litigation, pursuant to Gov. Code Section 54956.9(d)(4). Number of cases: 2
- 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2019/2020
- 4.4 Public Employee Appointment (Government Code 54957) Title: Assistant Principal

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

- 5.1 Report of Closed Session

6. Communications

- 6.1 Acknowledgement of Correspondence to the Board
- 6.2 Board Member Reports
- 6.3 Organizational Reports-RTA/CSEA/Other
- 6.4 Superintendent Report

6.5 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.

7. Information

7.1 Business Services Report

7.2 Educational Services Report

8. Discussion/Action

8.1 Approval of Resolution No. 19/20-07 by the Board of Trustees of the Rio Unified School District as the Legislative Body of Community Facilities District No. 1 of the Rio Elementary School District, Authorizing the Issuance of Special Tax Refunding Bonds.

8.2 Contract Amendment with A4E for Architectural Services for Del Sol Phase 2

8.3 Approval of Rio del Sol Phase 3 Conceptual Planning

8.4 Approval of California Cadet Corp Leadership Course Description and Contract for 2019-2020 School Year

8.5 Rio del Sol Enrollment Policy Revision

8.6 Approval of the Rio Del Valle Grounds Facilities Plan

8.7 Approval of the KBZ Contract for Rio del Valle Middle School Grounds and Facilities Design Plan

8.8 Temporary Option for Transportation Department Vehicles

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Regular Board Meeting of June 26, 2019

9.3 Approval of the Minutes of the Special Board Meeting of July 24, 2019

9.4 Approval of the Donation Report

9.5 Ratification of the Commercial Warrant

9.6 Certification of Signatures

9.7 August 21, 2019 Personnel Report

9.8 2019/2020 Salary Schedules

9.9 Ratification of proposal from Parker Brown, Inc. for general contractor services at Solar Drive

9.10 Approval of proposal from KBZ Architecture for the modular placement of classrooms due to the increased enrollment at RDV

9.11 Approval of Intent to Award with Monet Construction for the Rio Lindo Renovation job

9.12 Purchasing 245 iPads with cases for teachers

9.13 Approval of Ventura County Office of Education Integrated ELD MOU for the 2019-2020 School Year

9.14 Approval of Application for Categorical Programs funding

9.15 Resolution No. 1920/06 issuing a Notice of Completion for the HVAC Replacement at Rio Rosales School

9.16 Resolution No. 1920/05 issuing a Notice of Completion for the HVAC Replacement at Rio Del Norte School

9.17 Approval of Agreement with Jones Hall Legal Corporation for the refinancing of CFD No. 1

9.18 Approval of Credit Change Order from Brian Devries Construction for work at Rio Del Sol

9.19 Approval of Credit Change Order from Standard Drywall

9.20 Approval of Change Order from Valencia Sheet Metal

9.21 Approval of Change Order from Painting and Decor

9.22 Approval of Change Order from Abdellatif Enterprises, Inc.

9.23 Approval of Credit Change Order from Painting and Decor

9.24 Approval of Change Order from Anderson Systems

9.25 Approval of Change Order from Benner and Carpenter

9.26 Approval of Change Order from KYA Services

9.27 Approval of Credit Change Order from Floored Tile and Stone

9.28 Approval of Change Order from JPI Development

9.29 Approval of Change Order from Junior Steel

9.30 Approval of Change Order from Taft Electric

9.31 Approval of Change Order from Bon Air for services at Rio Del Norte

9.32 Approval of Occupational Therapy Services Contract

10. Organizational Business

10.1 Future Items for Discussion

10.2 Future Meeting Dates:

11. Adjournment

11.1 Adjournment

4.1



Agenda Item Details

Meeting Aug 21, 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 Section 54946.9(d)(2). Number of cases: 1.

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Aug 21, 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 Section 54956.9(d)(4). Number of cases: 2

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Aug 21, 2019 - RSD Regular Board Meeting

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

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

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Aug 21, 2019 - RSD Regular Board Meeting

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

Subject 4.4 Public Employee Appointment (Government Code 54957) Title: Assistant Principal

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.4



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	6. Communications
Subject	6.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Master Planning Update

Administrative Content

Executive Content

7.1



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	7. Information
Subject	7.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- Transportation/Facility Future Relocation

Administrative Content

Executive Content

7.2



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	7. Information
Subject	7.2 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:

- Preliminary CAASPP Results
- Summer Program Report

Administrative Content

Executive Content

8.1



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.1 Approval of Resolution No. 19/20-07 by the Board of Trustees of the Rio Unified School District as the Legislative Body of Community Facilities District No. 1 of the Rio Elementary School District, Authorizing the Issuance of Special Tax Refunding Bonds.
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Following discussion, it is recommended the Board of Trustees adopt Resolution No. 19/20-07, "A Resolution Prescribing Terms, and Providing for the Sale and Issuance of CFD No. 1, 2019 Special Tax Refunding Bonds; Authorizing the Execution and Delivery of a Fourth Supplemental Fiscal Agent Agreement, a Bond Purchase Agreement, an Escrow Agreement, and a Continuing Disclosure Certificate; Approving the Form of the Preliminary Official Statement and the Official Statement and the Distribution Thereof."

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

BACKGROUND INFORMATION

Community Facilities District No. 1 of the Rio Unified School District ("CFD No. 1") was formed pursuant to the Government Code Sections 53311 et seq., commonly known as the Mello-Roos Community Facilities Act of 1982 (the "Act"). CFD No. 1 is authorized pursuant to Resolution No. 0405-25 approved on May 3, 2005 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of Special Taxes, approved on June 7, 2005 (the "Ordinance") to levy a special tax on property in the CFD No. 1 to pay principal, interest, and administrative expenses with respect to all bonds of CFD No. 1, and to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be financed by the levy of special taxes of CFD No. 1 pursuant to the Resolution of Formation and to pay all expenses incidental thereto.

CURRENT CONSIDERATIONS

The Board of Trustees will review and consider adopting this proposed Resolution No. 19/20-07 that would authorize the refunding of Community Facilities District No. 1, Special Tax Bonds, Series 2013 (the "2013 Bonds"). As a result of recent changes in federal tax law, the 2013 Bonds cannot be refinanced on a tax-exempt basis. Accordingly, the 2013 may be refinanced on a taxable basis.

Notwithstanding the changes to recent federal tax law, the current low interest rate environment provides an opportunity to refinance the 2013 Bonds to lower the debt service payments by approximately \$3 million, net of all estimated professional expenses. Such savings could be used to fund pay-go projects for the District.

Under separate cover, in draft form, are:

1. Resolution
2. Fourth Supplemental Fiscal Agent Agreement
3. Bond Purchase Agreement
4. Escrow Agreement

5. Preliminary Official Statement
6. Continuing Disclosure Certificate

Administrative Content

Executive Content

8.2



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Contract Amendment with A4E for Architectural Services for Del Sol Phase 2
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	445,518.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Amended Contract with A4E for Phase 2 be approved.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

A. Due to the separation of the project into two phases, two separate bidding and construction administration phases were approved by the District

B. The original Phase 1 fee only accounted for (1) bidding process currently at completion.

C. Additionally, Phase 2 efforts include the following:

- Review and respond to prebid questions
- Review of all RFI's from the new prime contractor
- A4E will be attending weekly construction site visits with biweekly RSD Owner Meetings
- A4E will process any PCO's and continue to analyze contractor requests for added costs as approved against project contract documents, on the district's behalf
- The Engineering team will complete additional site observations per DSA requirements for Bldg. C
- A4E has submitted and will continue to process all new DSA forms and approval for new prime contractors
- A4E will continue to staff (2) Principals, (1) Project Manager, and (1) Project Assistant for the entirety of the 12-month construction period and 1-month bids number of \$12,807,398. Adjusted fee will consist of 7% flat rate percentage of the bid amount of \$12,807,398 to cover efforts listed above. It is inclusive of additional engineering fees. A4E has invoiced to date a total value of \$311,182 against this fee thus the amount remaining is \$585,335 which shall be invoiced on a monthly basis.

D. Invoices for phase two in progress

E. Adjusted fee will consist of 7% flat rate percentage of bid amount of \$12,807,398 to cover efforts listed above.. It is inclusive of additional engineering.

- Existing Contract cost 5.5% on \$8,200,000 projected cost for Phase 2.
- Amendment to Construction cost is 7% on \$12,807,398 projected cost for Phase 2.

Administrative Content

Executive Content



RACHEL ADAMS, AIA, LEED AP
OLIVIA GRAF DOYLE

August 8, 2019

Wael Saleh
Assistant Superintendent Business Services
Rio School District
2500 East Vineyard Ave.
Oxnard, CA 23219

Re: Bldg C Fee Adjustment
Project # A-1406-00

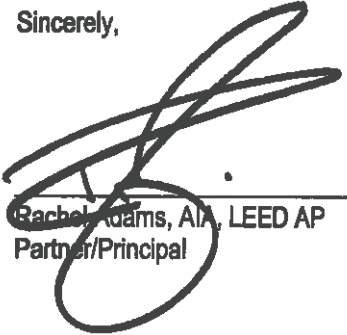
Mr. Saleh

Thank you for taking the time to discuss our Phase 2 fee. As per our discussion we propose a Phase 2 fee of 7% of the RSD Board approved construction costs. **Current board approved amount of \$12,807,398 will calculate to a fee of \$896,517 (Eight Hundred Ninety-Six Thousand Five Hundred Seventeen Dollars).**

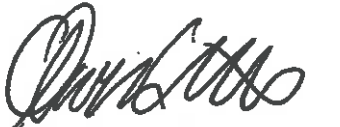
We have invoiced to date a total value of \$311,182 against this fee thus the amount remaining \$585,335 shall be invoiced on a monthly basis. Attached is a draft invoice for your review and approval.

if you have any questions, we are available to discuss at any time, Olivia and I would be happy to meet at RSD Offices.

Sincerely,



Rachel Adams, AIA, LEED AP
Partner/Principal



Olivia Graf Doyle
Partner/Principal

8.3



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.3 Approval of Rio del Sol Phase 3 Conceptual Planning
Access	Public
Type	Action, Information
Recommended Action	Staff recommends consideration of the Rio del Sol Conceptual Planning

Public Content

Speaker: Superintendent Puglisi

Rationale:

Phase 3 – Future Building at Rio del Sol

- Infrastructure re-routing has been coordinated for the future building, so as to include it as part of Phase 2 for long term cost savings
 - Engineers determined existing site has capacity for a building similar in size to Building D with a max of 8 classrooms depending on equipment & electrical requirements
 - West Side already has stub outs, but it was determined at OAC meetings that the east side of site is more desirable for a future building
- Feasibility Study & Planning to begin for determining size of new building (4-8 classrooms max + maker space)
 - Several items will be required to be coordinated with CDE, including a detailed PE plan from the District, and zoning and round-about considerations finalized from Phase 1&2 (SAGE).
 - A4E has provided preliminary test fit siting diagrams for potential locations (see attached, these are for discussion purposes only)
- Next Steps
 - A4E to work with Sage for funding, and student capacity allocations
 - A4E to refine site plan studies with further development options based on coordination with Sage and District.
 - A4E to begin programming effort for future building, including Visioning Workshop
 - A4E to determine what portions of Phase 1&2 can be re-used for Construction Documents & Detailing and what portions need to be re-designed to accommodate future building program (including ideas for music maker space, expanded team teaching opportunities, and courtyard/ classroom cluster designs)

Administrative Content

Executive Content



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.4 Approval of California Cadet Corp Leadership Course Description and Contract for 2019-2020 School Year
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	Not Application
Recommended Action	Staff recommends board approval of cadet corp leadership course description and contract.

Public Content

Speaker: Oscar Hernandez

Rationale:

Rio del Valle Middle School is requesting your consideration and approval for the following courses: Physical Education: Cadet Corp Leadership. It is recommended that the Governing Board approves this course for the upcoming school year. This will allow RDV and other middle schools within our district to reflect the student's commitment and distinct physical education preparation on their transcripts. We also recommend approval of Agreement with the California Cadet Corps with no cost to the district.

Rio Del Valle would benefit from increasing the Leadership opportunities for our students. Partnering with the California Cal Corp program will allow us to develop our physical education program by implementing a structured curriculum that will develop our students physically, ethically, in leadership, while teaching them military basics, skills in working as a team, resilience, and physical care.

[CA CADET CORPS AGREEMENT.pdf \(3,184 KB\)](#)

[California Cadet Corps Course description.pdf \(186 KB\)](#)

Administrative Content

Executive Content



STATE OF CALIFORNIA- MILITARY DEPARTMENT
CALIFORNIA CADET CORPS
10 Sonoma Ave, Bldg. 1301
Camp San Luis Obispo, California 93405

COOPERATIVE AGREEMENT

BETWEEN

THE CALIFORNIA CADET CORPS

AND

Brio Del Valle Middle School

(SCHOOL NAME)

1. Purpose. To provide information, expectations, and requirements of the establishment of a California Cadet Corps (CACC) Unit/Program at the above-named school.
2. Authority: sections 500-520.1 and 530 and 531 of the California Military and Veterans Code
3. Reference: CR's: 1-2, 1-3, 1-9, 1-10, 1-11, 3-1, 4-2 <https://cacadets.org/Regulations>

General Dispositions:

- 1)The CACC program becomes official at an institution when both parties, the institution and the CACC jointly agree in the establishment of the program AND Activation Orders are published.
- 2) Each unit (school site) must agree to maintain the minimum enrollment of no fewer than 25 cadets within the first year of standing up the unit and:
 - a) Meet prescribed standards and criteria as set forth by CR 1-9
 - b) Provide a course of military instruction as outlined in CR 3-1.
 - c) Provide for sufficient class and weekly meeting times for the program during regular school hours.
This is a minimum of three hours per week, unless otherwise previously agreed upon with HQ CACC.



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3) School Sites must make available, for the CACC unit's use, adequate classrooms, administrative offices, office equipment, storage space, drill field, transportation, telecommunications, and required facilities in a fair and equitable manner in comparison with other elements of the institution and pay the costs of utilities and maintenance for these facilities.

4)The school agrees to follow all CACC regulations and procedures.

5)The school agrees to run the program for a minimum of three (3) years.

6)The school agrees to allow cadets and commandants to wear CACC approved uniforms, minimum once a week for inspection purposes.

7) All other cadet uniforms created by the school will comply with cadet regulations- or by approval of HQCACC.

8) School will allow, onto campus, official CACC representatives to conduct inspections and assist facilitating the program during regular business hours. CACC representatives will and are expected to follow school guest protocols.

9)Have a preponderance of cadets available to support the Annual General Inspection, as well as an administrator ready to meet with the Inspectors on an appointed date and time.

10)HQCACC will provide the main source of curriculum for the program

11) HQCACC agrees to provide training equipment, however, this in no way precludes schools or districts from purchasing additional equipment.

12) HQCACC agrees fund all state events, with the intent to support regional and school cadet events as well.

13) HQCACC agrees to provide professional development training to commandants, administrators, and other educators belonging to a program or Small Learning Community (SLC/PLC).

14) All stipulations in this agreement are conditional in relation to the fiscal budget or monetary funding by either the state or district for either parties.



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CALIFORNIA CADET CORPS
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Credit and Accreditation

- 1) A school that desires to participate in a CACC program must maintain current full accreditation by the Western Association of Schools and Colleges (WASC) if applicable.
- 2) Cadets may receive academic credit for the Cadet Corps class to fulfill graduation requirements as authorized by local board policy. Generally, cadets in their first year of enrollment receive credit for a course entitled Military Leadership 1(A/B to denote semesters). Cadets in their second and subsequent years earn credit for a course entitled Military Leadership 2A/B, 3A/B and so on.
- 3) Cadets may, with the approval of the commandant and school administration, enroll in more than one period of Cadet Corps and receive credit for different requirements (Physical Education, Elective, Career Education, Vocational, etc.), but they may not take classes at different levels simultaneously (that is, Cadet Corps 1A first period and Cadet Corps 2A third period).
- 4) Cadet courses are eligible to qualify for P.E. credit in secondary institutions or an A-G certification, in the case of high schools.

Student Materials, Equipment, and Events:

- 1) **Equipment and materials** will be provided to CACC units as state funding levels permit. Examples of such equipment may include, but are not limited to, the following: uniforms, uniform accessories and accoutrements, varied instructional materials, and other equipment deemed necessary to assist in the support and conduct a CACC program. Other equipment may be provided for the program. The HQCACC, budget permitting, will provide the following:
 - a) Color Guard and Drill supplies, Classroom Flags and display equipment.
 - b) The CACC will transport uniforms and equipment to the school site.
- 2) The school will provide for other functional materials to cadet courses that are normally distributed to other classes in order to operate a basic learning environment that is specific to the program, i.e. pencils, paper, white board markers, copy paper, staplers etc.
- 3) **Events** conducted at the local, regional or state, are critical to the success of the program. Cadet Corps units typically participate in a number of events each school year, please view CR 1-9 section 5.3 for various examples (https://cacadets.org/sites/default/files/Regulations/Cadet_Reg_1-9.pdf). The relationship of staffing and responsibility of participating groups are situational and shared to varying degrees by both the CACC personal and school personnel.



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CALIFORNIA CADET CORPS
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a) Transportation to/from local events is primarily the responsibility of individual schools. Commandant personnel are encouraged to provide information to school site administrators about anticipated costs for transportation well in advance of their incurrence and within district guidelines.

b) Depending on cadet participation numbers, the CACC will provide transportation to and from state activities- including the Summer Encampment; this may include regional pickup/ drop off points

c) School districts may establish and implement policies regarding academic eligibility for cadet participation in such events and activities. However, commandant input to such policies is recommended.

d)) Prearranged trips and transport requests that are submitted by commandants at the annual Commandant Conference will be considered for funding by the CACC. Cost of all other trips and transport incurred by the unit will be paid for by the school except for point "b" above.

e) Schools will provide cadets with liability insurance to the same extent and in like manner as provided other students (in all aspects to include extracurricular activities). The CACC also provides excess liability for its members and cadets.

Facilities:

1) The School site will provide adequate classroom space as needed for the number of students enrolled in the largest class of the California Cadet Corps (CACC) program. Classrooms should contain adequate desks, audiovisual equipment, teacher's desk(s), etc. for the anticipated enrollment.

2) **Administrative Space.** The CACC program requires commandants to conduct a variety of administrative functions, including personnel record keeping, supply management, etc. Sufficient dedicated space for these functions is generally equal to a minimum of 150 square feet in unit with enrollments between 32-100 cadets and 250 square feet in units with enrollments between 101-250 cadets. Units with larger enrollments require proportionally larger administrative space.

3) **Computers/Printer.** At least one dedicated computer or laptop for administrative functions, printer with adequate supply of ink/toner, as well as classroom sufficient computers for online promotion testing or staff work with proper local data/WIFI accessibility.

4) **Storage space.** Adequate locked space is needed to store uniforms and other equipment commensurate with the number of anticipated cadets enrolled in the program. Storage must allow for security of state property. Provisions of suitable safeguards for State property are as prescribed in CR 4-2 (https://cacadets.org/sites/default/files/Regulations/CR4_2_FINAL_JUL_14.pdf).



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5) **Drill Area.** Cadets require a flat, unobstructed surface of no less than 30 yards by 50 yards to conduct drill and ceremonies. This surface can easily be shared with other classes on a rotating basis to be negotiated between the CACC Commandant and other teaching personnel. Larger units will, by nature, occupy and require more space.

6) **Telecommunications.** Commandants should have access to a phone line. Phone services are required because of the after school and weekend nature of events conducted by the CACC.

7) **Facilities access.** Given the fact that CACC units typically practice after school and in the evening and weekend hours for competitions, access to necessary security codes, keys, passes, gates, classrooms, buildings, etc. is necessary.

Instructors, Staff and School:

The success of the California Cadet Corps (CACC) Program depends upon qualified and motivated instructors. The CACC will assist with locating and recruiting potential commandants, but the school hires and supervises the employees. The CACC will train, promote, inspect yearly, pay drill stipends, and facilitate certification through CTE for appointed Commandants.

1) Authorized instructors.

Only instructors with appointments in the CACC and with, or willing to obtain, the Designated Subjects Special Subjects Basic Military Drill Credential will conduct the CACC program as required by the Commission on Teacher Credentialing; These instructors are subject to the provisions of CACC regulations and California Military and Veterans Code 500-520

(<http://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=mvcl>). Schools are allowed one year, with the approval of the principal, to have a provisional instructor that does not meet the above criteria to act as an interim instructor, for the specific purpose to train or acquire a qualified commandant for the existing program. At minimum, these provisional instructors must join the CACC program AND attend the Basic Commandant Training Academy within a reasonable amount of time, usually 12 months.

To be qualified at a basic level for a Preliminary Designated Subjects Special Subjects Basic Military Drill Credential, an instructor must:

- a) Successfully complete a CACC certified *Basic Commandants Training Academy*
- b) Be a participating member or affiliate of the California Cadet Corps
- c) Obtain a TAG qualification letter (The Adjutant General)
- d) Submit the appropriate packet to California Teaching Credentialing



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e) This preliminary credential is good for 5 years and is not renewable by the CTC. If the credential is not cleared within that 5 years, the school will have to start the process over with a new instructor. Commandants must seek to clear their credential to continue classroom instruction.

2) Relationship between instructors and schools.

a) **Commandants:** The school or school board is the employing agency of Commandants. They are responsible to the Principal and are governed by district and school policy, employment contracts, and CACC regulations.

b) **Assistant Commandants / Volunteers:** Volunteers and Assistant Commandants (volunteers who achieve appointment in the CACC) are critical to a successful program (transportation, chaperones, administrative support, etc.). These personnel are school volunteers and are governed by that institution's rules and regulations. In addition to school/district policy compliance, Commandants are responsible for their supervision and must ensure they comply with the Cadet Protection policy while at CACC events.

c) **Cadet Instructors:** This is a cadet leadership program and cadets are expected to instruct junior cadets in elements of CACC curriculum. This instruction is performed under the guidance and supervision of the Commandant, Assistant Commandant, or substitute teachers when required.

3) Substitute Coverage for official Events/ Activities.

Participation in cadet activities, trips, or events, as well as participation in CACC-sponsored professional development seminars during school time, may require schools and school districts to pay for substitute coverage for CACC Commandants. This is handled as any school educator requiring time for a like purpose.

4) Salary, Drill Pay, Stipends and Insurance.

a) Schools/Districts shall pay certificated-Commandants a salary that is commensurate with similar positions.

b) Certificated Commandants are eligible for CACC "drill pay" which is essentially a stipend for CACC activities or requirements occurring out of the normal school day. Drill Pay is subject to performance requirements, separate from school employment, governed by California Military Department regulations, and not subject to school/bargaining unit agreements. This stipend is considered separate from any state duties the commandant may perform.

c) At the discretion of local school authorities, individuals employed as Commandants may be paid stipends for coaching after school activities and/or for supervising cadets on weekend and outside-of-school-time activities. Such stipends are solely at local school expense. If these stipends are paid, drill pay will not be issued.



STATE OF CALIFORNIA- MILITARY DEPARTMENT
CALIFORNIA CADET CORPS
10 Sonoma Ave, Bldg. 1301
Camp San Luis Obispo, California 93405

d) Though the CACC carries insurance, it is expected that cadet instructors are to be provided with the same liability insurance as to the extent as is provided to coaches and other teachers through the school for school sponsored activities or duties.

5) Maintaining and clearing the Military Drill Credential.

As with all CTC Credentials, the individual instructor is responsible for obtaining and maintaining the proper coursework and following CTC procedures to obtain a credential. This includes the clearance of their Preliminary Drill Credential (5 years from issuance of preliminary credential). The program will assist in this venture but is not responsible for the attainment of qualifications or documentation.

6) Professionalism by the Commandant.

a) Commandants are the employees of the school or District and are therefore governed by all rules and regulations stipulated by that body.

b) School principals are the direct supervisor in the commandant's professionalism, performance, and appearance in accordance to the rules and regulations of both the school and the CACC.

c) The administration is encouraged to contact HQCACC to assist in any concerns with the governing of the instructor and or program.

d) This is a military program and the Commandant should wear a uniform in compliance with Cadet Corps Regulation 1-3 (https://cacadets.org/sites/default/files/Regulations/CR1_3_Aug202013.pdf). Generally, this means on cadet uniform days, the Commandant should also be in uniform.

Cooperative Agreement Stipulations

1) That this cooperative agreement will be effective when the authorities of this school have been notified officially that the CACC has approved the activation of a CACC unit on the date specified by that notification.

2) That the CACC will have the right at anytime to withdraw approval and authorization of any personnel employed by the school pursuant to CR1-10. Such a withdraw of authorization of any personnel employed by the school, will require the decertification of the individual from the CACC program.

3) For functionality, if the CACC program at the school is not reaching standards or expectations as set forth by the Annual General Inspection (AGI). That HQCACC reserves the right to place said unit on probation (see CR-1-9 section 2-8 through 2-11). Failure to correct deficiencies of said issues and the inability to rectify the issues will or may lead to the disestablishment of the unit.



STATE OF CALIFORNIA- MILITARY DEPARTMENT
CALIFORNIA CADET CORPS
10 Sonoma Ave, Bldg. 1301
Camp San Luis Obispo, California 93405

FOR THE DISTRICT:

DATE SIGNED: 6-10-19

Oscar Hernandez, Asst. Superintendent Ed. Services
TYPED NAME AND TITLE

[Signature]
SIGNATURE

FOR THE SCHOOL:

DATE SIGNED: 5/21/19

Adrienne Peratta - Principal
TYPED NAME AND TITLE

[Signature]
SIGNATURE

FOR THE CALIFORNIA CADET CORPS:

DATE SIGNED: _____

TYPED NAME AND TITLE

SIGNATURE

The following agreement and information is to be considered as part of this contract



STATE OF CALIFORNIA- MILITARY DEPARTMENT
CALIFORNIA CADET CORPS
 10 Sonoma Ave, Bldg. 1301
 Camp San Luis Obispo, California 93405

**Agreement regarding facilities to be provided for use of the CACC,
 without expense to the CACC or Military Department**

The authorities of the above-named institution agree that the facilities specified below shall be furnished for the use of the CACC program, without expense to the CACC or Military Department. Phrases such as: "as needed," "as required," "TBD," etc. will not be used in describing the following:

1. OFFICES

2. STORAGE ROOMS

NO. OF ROOMS	SIZE	BLDG. IN WHICH LOCATED	EXCLUSIVE OR JOINT	NO. OF ROOMS	EXCLUSIVE OR JOINT USE
1	10x10 (4x1)		Joint		

NOTE: Storage rooms, particularly for clothing and small articles of equipment, must be adequately lighted and ventilated and provided with securable shelving or cabinets as per CR4-2

3. CLASSROOMS

NO. OF ROOMS AND BLDG	SEATING CAPACITY	EXCLUSIVE OR JOINT USE/ NOTES
1	42	(400) / (Community room)

NOTE: Classrooms must be adequately lighted and ventilated and be provided with standard equipment. If joint use is specified. Rooms must be available for CACC classes when scheduled.

4. OUTDOOR DRILL AREA

SIZE (L x W)	Will be available to the program as follows:
	All outdoor per areas will be available to the cadet corp program

ADDITIONAL NOTES AND CONDITIONS OF FACILITIES



STATE OF CALIFORNIA- MILITARY DEPARTMENT
CALIFORNIA CADET CORPS
10 Sonoma Ave, Bldg. 1301
Camp San Luis Obispo, California 93405

OTHER TERMS, CONDITIONS, OR AMMENDMANTS SET BY BOTH PARTIES AT THE INITIAL AGREEMENT ON THE 21st DAY OF May, 2019

PLEASE TYPE OR PRINT LEGIBLY IN BLUE INK

- Although contract states a 3 year commitment per our verbal agreement the school, primarily Rio Del Valle Middle School, can rescind the contract at anytime without penalty.

Signed for the school and date

CRG 5/21/19

Signed for the California Cadet Corps and Date

California Cadet Corp Leadership:

Department	Physical Education		Grade	6/7/8	
Course Title	Physical Education: Cadet Corp Leadership	Course number		State number	
Course length	Yearlong	Required			
Placement Criteria	Interview with Commandant				
Textbook/ Resources	California Physical Education State Standards California Cadet Corp Curriculum				

COURSE DESCRIPTION:

The foundation for this course is the California State Physical Standards for sixth through eighth grade. This Physical Education course is based on the premise that the quality and productivity of each individual's life can be enhanced through participation in a physical education program that emphasizes the importance of physical activity and personal fitness throughout the student's life taught in a comprehensive, sequential system. The program promotes physical, social, mental, and emotional development of adolescents. It allows students the opportunity to develop manipulative skills, movement concepts, rhythmic skills, combination of movement patterns and skills through a program that is designed to focus on the whole person, teaching children how to apply new knowledge and how to become lifelong learners. In addition, through the co-implementation of the Cadet Corps curriculum, students will experience new learning and strategies that will prepare them physically, strengthen team work, and develop leadership skills.

Program Goals:

- Develop physical education skills using State standard guidelines
- Develop leadership and build character
- Create informed, patriotic, and responsible citizens
- Develop responsible young adults who are physically, mentally, and morally fit
- Develop informed and civic-minded young adults prepared for higher education, civilian careers, and public service
- Instill structure, respect, and responsibility through challenging activities

Learning Objectives:

- Individual rights, responsibilities, privileges, and freedoms that underline good citizenship for constituted authority
- Leadership potential and the ability to live and work cooperatively with others
- The ability to think logically and to effectively communicate orally and in writing
- The importance of a well balanced diet and physical training in maintaining good health
- An understanding of the history, purpose, and structure of Cal Cadet Corp
- Basic military skills, such as drill and ceremony, first aid, and map reading
- Citizenship, as it pertains to American culture and its future

- Knowledge of the dangers of substance abuse
- The importance of goal setting and positive thinking
- Personal traits
- Teamwork and group dynamics
- Community services
- California Standards for physical education

Assessment

- Criteria from the California Cadet Corp curriculum will be used for monitoring and assessing student progress.
- Official visitations by CACC representatives to conduct Annual General Inspection

8.5



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.5 Rio del Sol Enrollment Policy Revision
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Rio del Sol Enrollment Policy

Public Content

Speaker: Dr. Carolyn Bernal, Assistant Superintendent of School and Systems Improvement

Rationale:

Staff will be addressing the ongoing development of the Rio del Sol Satellite program and future seat capacity on the Rio del Sol campus.

[Rio del Sol Enrollment Criteria and Process \(Revised\).pdf \(181 KB\)](#)

Administrative Content

Executive Content



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

Linda Aguilar
Felix Eisenhauer
Joe Esquivel
Edith Martinez-Cortez
Eleanor Torres

John D. Puglisi, Ph.D., Superintendent

Rio del Sol Enrollment Criteria and Process (Revised)

Introduction:

The metaphor of a meandering river runs through this newest Rio School District K-8 site, Rio del Sol; our design features building forms around the central, unifying courtyard. The concept is embodied in multiple learning spaces and STEAM centers, following a pathway of student’s developmental stages. Student growth and development mirrors the course of the meander – both evolving and changing over time.

This STEAM campus will showcase the District’s commitment to hands-on learning, helping students discover and pursue their educational / professional vocations – passions that will connect them with a lifetime of learning. Outdoor environments will be designed to function as classrooms, drawing on the nearby river and storm water management structures as sources of study inspiration.

It is anticipated that the STEAM campus will open as a K-6 school in the fall of 2018, with 216 seats available for grades K-2 and 240 seats available for grades 3-6. Grades 7 and 8 will be added subsequently in the following years.

Enrollment Preference (projected space availability and designation of slots):

Area of Residence	Number of Available Spaces
Riverpark and Oxnard Village	75% of Spaces
All Other Rio Schools*	25% of Spaces
Total**	100% of Spaces

*All other resident schools of the District (Rio Plaza, Rio Real, Rio Lindo, Rio del Valle, Rio Rosales, Rio del Norte).

**If there is not enough demand of resident students to fill the available spaces, the District reserves the right to offer available spaces to non-resident students.

Non-discrimination in District Programs and Activities (BP 0410): The District's Board of Trustees is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

Eligibility Criteria for Enrollment:

- Any student living within District boundaries may apply.
- Students entering kindergarten must be 5 years of age by September 1 of the applicable school year for which they are applying.
- All applicants must provide the school upon admission, proof of age (e.g. birth certificate) and proof of residency (e.g. rental property contract or property tax receipt).
- Parents and applicants are strongly encouraged to attend the informational sessions about the school.
- All applications must include one parent/guardian signature.
- The school's enrollment policy is available on the school website and with an enrollment application.
- All applicants not offered admission by the end of the school year, must reapply during the next open enrollment window.

Sol Satellite Options and Considerations:

During the multiple phases of construction of the Rio del Sol Campus, in order to meet the ongoing demand for enrollment, the District may choose to offer the option for Rio del Sol Satellite classes that are housed at other district schools (space permitting). If the District opens a satellite class on another campus, the families who select this option and enroll their children in the satellite program will reserve their right to remain on a multi-year waitlist and will not be required to reapply for a space at the Rio del Sol Campus. As the multiple phases of construction are completed and as classroom space becomes available, the District may elect to move satellite classes to the main Rio del Sol campus.

Special Education Placement Considerations:

The STEAM campus will offer special education accommodations in an inclusive setting. A carefully designed multi-tiered system of instructional support will be available. This supplemental instruction will be designed to support student success in the general education curriculum. Parents must disclose their child's Individual Education Plan (IEP) or 504 plan status and the most current plan as applicable with their application. A student whose IEP states they need more extensive services than can be provided by the STEAM campus will be referred back to the schools that house those programs.

Enrollment and Application Process:

Applications will be available on the District website, at the District office and at each District school site.

Applications for enrollment will be available beginning February 1 annually and will be accepted through the end of the first business day in March annually (concurrent with the district's annual open enrollment window). Applications may be completed online or submitted in person at any Rio school site and/or at the Rio district office during the specified enrollment period.

If the school receives more applications than seats available a public lottery shall be held. A separate public enrollment lottery is held for each applicant category (Riverpark/Oxnard Village residents and all other District boundary residents). The District will publicize the time, date and location of the public lottery in advance. It is anticipated the lottery will be held during the first few weeks of March.

All parents/guardians must complete an enrollment application in order to participate in the enrollment process.

Lottery Process:

The lottery will be conducted using a randomized computer generated program.

Enrollment Priority Considerations:

There are two priority categories that will be considered pending space availability:

Employee Priority:

1. Students of permanent employees will have priority placement, pending space availability.

Sibling Priority:

2. Students whose sibling(s) are currently enrolled in the requested school and has a confirmed placement at the STEAM school for the requested school year will have priority placement, pending space availability.

Notification and Admissions Process:

The parents/guardians of the students chosen by lottery for admission to the school will be notified by mail of the results of the lottery. The letter will include steps the parents/guardians must take to enroll the child in the school. Parents/guardians who have created an online account and applied online may also check their admissions status by accessing their online account.

The parents/guardians of each student selected for admission will have fourteen (14) days of receipt of notice of acceptance to confirm his or her child's eligibility for enrollment and accept the offer of admission. Failure to acknowledge acceptance and confirm eligibility for enrollment will result in loss of admission.

If the parent/guardian declines the offer of admission or fails to timely acknowledge acceptance, then the student's application will be considered declined and removed from the applicant pool.

Established Waitlist and Waitlist Management:

All students that do not receive a placement during the random, public lottery will be placed on a waitlist to enroll should space become available. Waitlist ranking will be assigned in the order selected. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear.

Students placed on the waitlist will be notified in writing of their waitlist number and the process for admitting students from the waitlist within 7 business days after the lottery.

The waitlist will be maintained by grade and enrollment category (Riverpark/Oxnard Village residents, all other district boundary residents and non-residents). Applicants will remain on the waitlist for the year in which the student applied for admission. Applicants who are not offered a seat during the school year are required to reapply during the next open enrollment period.

If vacancies occur prior to or during the school year, parents/guardians of the waitlist applicants will be notified by phone and/or email as openings become available. Parents/guardians must accept or decline an offer of admission from the waitlist verbally or in writing within three (3) business days. If the district is unable to contact the parent/guardian regarding an open seat for admission for a student within three (3) business days, the student's application will be considered declined and removed from the waitlist and applicant pool and the next applicant's parents/guardians will be contacted from the waitlist.

Applications received after the open enrollment window has closed and/or after the random, public lottery has been held will automatically be placed at the end of the established waitlist in the order they were received.

Board Approved: October 26, 2017

Revised Policy Board Approved: August 21, 2019

8.6



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.6 Approval of the Rio Del Valle Grounds Facilities Plan
Access	Public
Type	Action
Recommended Action	It is recommended that the Grounds Facilities Plan for Rio Del Valle be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Attached for the Board's approval are the RDV Sports Field Survey of Priority Sport/PE Activity Areas for Phased Construction and the Concept Estimate.

[19023_RDV Sports Fields Master Plan_2019-07-17.pdf \(2,518 KB\)](#)

[RDV Sportsfield Phasing Priority Survey template \(revised\).xls \(41 KB\)](#)

[Concept Estimate for RDV Fields.pdf \(76 KB\)](#)

Administrative Content

Executive Content

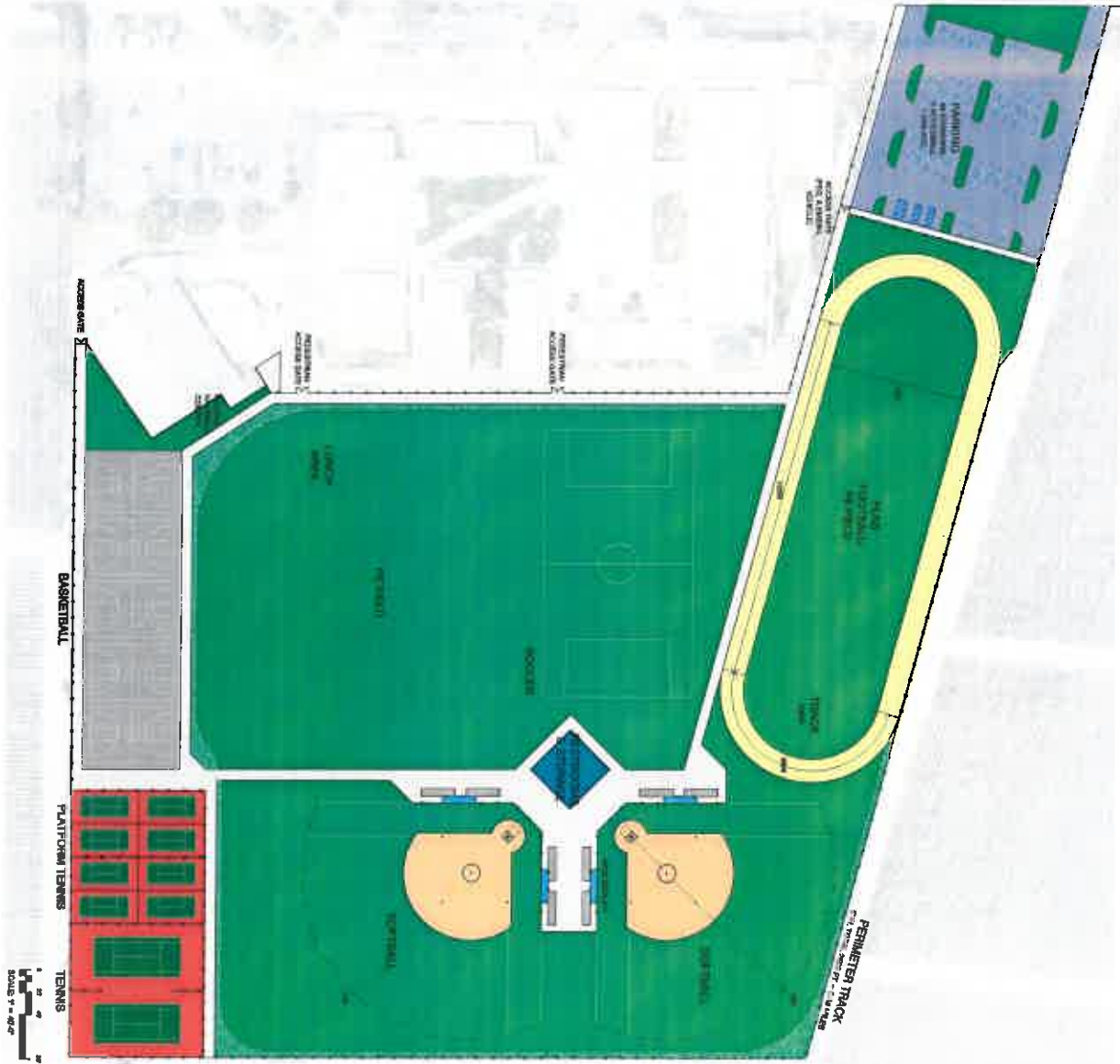


KHL DESIGN
 10000 RIVERVIEW AVENUE, SUITE 100
 DANFORD, CA 94528
 TEL: (925) 463-1000
 FAX: (925) 463-1001
 WWW.KHLDESIGN.COM
 PROJECT NO. 14-0001



LEGEND

- PARKING
- SOFTBALL
- TRACK
- PERIMETER TRACK
- GRASS PLAYFIELD
- TENNIS
- BASKETBALL
- RESTROOM/STORAGE



1 **RIO DEL VALLE - SPORTS FIELDS MASTER PLAN**
 SCALE: 1" = 40'-0"



Balfour Beatty Construction

RDV Sports Field Survey of Priority Sport/PE Activity Areas for Phased Construction

Measure 'L' Bond

Date 8/13/2019

Field Sport Area	Comments	LEAST 1	2	3	4	MOST 5
#1 New Parking Lot						
#2 Flag Football/PE Field						
#3 SoftBall Field (North)						
#4 Softball Field (South)						
#5 Tennis						
#6 Platform Tennis						
#7 Basketball						
#8 PE Field						
#9 Soccer Field						
#10 Restroom & Storage						
#11 Walkway/Path to all Field Sport Fields						
#12 Utilities for all Field Sport Locations						

**Rio School District
Rio Del Valle Middle School**

Sports Field Master Plan

Concept Construction Cost Estimate

by Kruger Bensen Ziemer Architects, Inc.

7/17/2019

kbz job 19023

#	Description	Unit	Qty	Unit Cost	Total	Division Total
Division 1 - General Requirements						\$320,300
Estimated at 7.5% of Div. 2 - 33, rounded to nearest \$100						
Division 2 - Existing Conditions						\$129,806
	Demolition - Handball Courts	ea.	1	\$5,000.00	\$5,000	
	Demolition - Vertical Construction	ea.	1	\$10,000.00	\$10,000	
	Demolition - Hardscape	s.f.	108200	\$0.22	\$23,364	
	Demolition - Softscape (clearing)	s.f.	396900	\$0.18	\$71,442	
	Misc. Demolition & Cut/Patch	ea.	1	\$20,000.00	\$20,000	
Division 31 - Earthwork						\$261,775
	Rough Grade/Rip to 12"d.	s.f.	507100	\$0.25	\$126,775	
	Import/Export	c.y.	3000	\$35.00	\$105,000	
	Over Excavation at Restroom	c.y.	2000	\$15.00	\$30,000	
	Gopher Wire (included with natural grass below)					
Division 32 - Exterior Improvements						\$3,669,650
Paving						
	asphalt - parking, with striping/islands	s.f.	33100	\$6.00	\$198,600	
	asphalt - basketball	s.f.	24600	\$5.00	\$123,000	
	concrete walk	s.f.	37600	\$10.00	\$376,000	
Planting						
	planter areas	s.f.	8900	\$5.00	\$44,500	
	planting - trees (36" box)	ea.	25	\$1,500.00	\$37,500	
	planting - shrubs (1 gal.)	ea.	200	\$12.00	\$2,400	
Irrigation						
	irrigation system	s.f.	323000	\$1.25	\$403,750	
Buildings						
	restroom	s.f.	2500	\$350.00	\$875,000	
Site Furnishings						
	softball - dugouts (CMU)	ea.	4	\$50,000.00	\$200,000	
	softball - misc. equipment (bases/mounds/etc.)	l.s.	2	\$2,500.00	\$5,000	
	bleachers - 5 rows ea. Non-DSA	ea.	8	\$5,000.00	\$40,000	
	basketball goals	ea.	10	\$1,500.00	\$15,000	
	platform tennis nets/posts/sleeves	ea.	8	\$650.00	\$5,200	
	tennis nets/posts/sleeves	ea.	2	\$750.00	\$1,500	
	football goals	ea.	2	\$1,000.00	\$2,000	
	outdoor drinking fountain/bottle filler station	ea.	3	\$2,500.00	\$7,500	
	signage	l.s.	1	\$5,000.00	\$5,000	

**Rio School District
Rio Del Valle Middle School**

**Sports Field Master Plan
Concept Construction Cost Estimate
by Kruger Bensen Ziemer Architects, Inc.**

7/17/2019
kbz job 19023

#	Description	Unit	Qty	Unit Cost	Total	Division Total
Fences and Gates						
	tennis - fence(low)	l.f.	700	\$25.00	\$17,500	
	tennis - fence(high)	l.f.	800	\$75.00	\$60,000	
	chain link - perimeter	l.f.	2800	\$50.00	\$140,000	
	chain link - campus core	l.f.	900	\$50.00	\$45,000	
	softball - backstops/fencing (per ballfield)	ea.	2	\$35,000.00	\$70,000	
Athletic and Recreational Surfacing						
	natural grass (sod)* - inside track	s.f.	51400	\$2.50	\$128,500	
	natural grass (seed)* - P.E./soccer	s.f.	149700	\$1.00	\$149,700	
	natural grass (seed)* - softball	s.f.	106800	\$1.00	\$106,800	
	natural grass (sod)* - left side by track	s.f.	6600	\$2.50	\$16,500	
	perimeter path - stabilized decomposed granite	s.f.	12700	\$5.00	\$63,500	
	running track	s.f.	23000	\$5.00	\$115,000	
	softball infield mix	s.f.	17400	\$4.00	\$69,600	
	tennis/platform tennis courts (conc. + surface)	s.f.	28800	\$12.00	\$345,600	
	* includes gopher wire protection					

Division 33 - Utilities

\$209,000

underground conduits for future lighting* (two 2" c.)	l.f.	2600	\$40.00	\$104,000
power to restroom	l.f.	500	\$35.00	\$17,500
domestic water to restroom (copper)	l.f.	500	\$75.00	\$37,500
sewer to restroom	l.f.	500	\$40.00	\$20,000
sewer lift station	ea.	1	\$15,000.00	\$15,000
wi-fi access points including u.g. power & data	ea.	6	\$2,500.00	\$15,000

* conduits to Parking Lot, Track/Field, Ball Diamonds, and Tennis/Basketball area

Divisions 2-33 Total:	\$4,270,231
Division 1 Overhead:	\$320,300
Subtotal all Divisions	\$4,590,531
Escalation:	6.00% \$275,432
Design Contingency:	15.00% \$688,580
Subtotal:	\$5,554,543
Bonds & Insurance:	2.00% \$111,091
Contractor's Fee:	12.00% \$666,545

Total Estimated Construction Cost:	\$6,332,178
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Soft Costs at 25% (professional services, DSA fees, DSA inspector, special inspections, etc.) \$1,584,000

Total Estimated Project Cost:	\$7,916,178
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8.7



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.7 Approval of the KBZ Contract for Rio del Valle Middle School Grounds and Facilities Design Plan
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the contract with KBZ for the RDV Grounds and Facilities project be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Rio Del Valle fields are in the process of being renovated and redesigned by KBZ. Attached is the contract from KBZ for the redesign of the fields.

Administrative Content

Executive Content



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.8 Temporary Option for Transportation Department Vehicles
Access	Public
Type	Discussion

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Administration will discuss and seek directions on Temporary option to house the transportation department in 1.5 Acres owned by the Santa Clara Chapel.

Administrative Content

Executive Content

9.1



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.1 Approval of the Consent Agenda
Access	Public
Type	Action (Consent)

Public Content

Speaker:

Rationale:

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.

9.2



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.2 Approval of the Minutes of the Regular Board Meeting of June 26, 2019
Access	Public
Type	Minutes
Minutes	View Minutes for Jun 26, 2019 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.3 Approval of the Minutes of the Special Board Meeting of July 24, 2019
Access	Public
Type	Minutes
Minutes	View Minutes for Jul 24, 2019 - RSD Special Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

9.4



Agenda Item Details

Meeting Aug 21, 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
RRE Corwin	Teacher Incentives	\$1,000
RDN Coca Cola	Teacher Incentives	\$14.39
RDN Coca Cola	Teacher Incentives	\$14.39
RRO Life Touch	Teacher Incentives	\$478.00
RDS Parent	Teacher Incentives	\$50.00
RDS Parent	Teacher Incentives	\$75.00
RV Parent	Teacher Incentives	\$500.00
RDM Camarillo Ranch	Teacher Incentives	\$500.00

Administrative Content

Executive Content

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

9.5



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 Ratification of the Commercial Warrant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,409,398.31
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period July 11, 2019 through August 6, 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 \$3,409,398.31, which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$1,706,420.45
Fund 130 Cafeteria Fund	\$60,421.73
Fund 211 Building Fund	\$1,242,493.22
Fund 212 Building Fund, Measure L	\$307,333.90
Fund 251 Capital Facilities - Residential	\$93,432.50
Less Unpaid Tax Liability	<u>\$703.49</u>
Total:	\$3,409,398.31

[Commercial Warrant.pdf \(500 KB\)](#)

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 07/11/2019 through 08/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009034405	07/11/2019	Cathcart, Sonya	010-5200		334.92
5009034406	07/11/2019	Burke, Courtney L.	010-5200		1,409.58
5009034407	07/11/2019	ACSA	010-5300		440.00
5009034408	07/11/2019	AE Group Mechanical Engineers	010-6202		450.00
5009034409	07/11/2019	American Integrated Resources	211-6102	754.81	
			211-6201	3,885.34	4,680.15
5009034410	07/11/2019	BARON INDUSTRIES	010-4300		62.89
5009034411	07/11/2019	BROOKES PUBLISHING CO.	010-4300	869.66	
			Unpaid Tax	48.16-	621.50
5009034412	07/11/2019	C & M AUTO TRUCK ELECTRIC	010-5810		872.03
5009034413	07/11/2019	CDE/CASHIER'S OFFICE	130-9320		1,576.06
5009034414	07/11/2019	Stephen Clark	010-5800		900.00
5009034415	07/11/2019	Diane DeLaurantis	010-5800		1,500.00
5009034416	07/11/2019	DeVries Construction	211-6201		82,956.57
5009034417	07/11/2019	Earth Systems Consultants	212-6280		824.00
5009034418	07/11/2019	Elevation Inc.	010-5800		29,936.40
5009034419	07/11/2019	Fence Factory	211-6201		23,443.82
5009034420	07/11/2019	FRANKLIN TRUCK PARTS, INC.	010-4300		122.32
5009034421	07/11/2019	GIBBS INTERNATIONAL	010-4300	273.96	
			010-5810	583.92	857.88
5009034422	07/11/2019	Global Equity Communications	010-5800		3,152.50
5009034423	07/11/2019	Carlo Andre Godoy dba Godoy Studios	010-5800		8,555.00
5009034424	07/11/2019	Grainger	010-4300		107.88
5009034425	07/11/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5810		775.00
5009034426	07/11/2019	International Institute for Restorative Practices	010-5800		7,200.00
5009034427	07/11/2019	JOHN DEERE FINANCIAL	010-4360		161.56
5009034428	07/11/2019	JOHNSTONE SUPPLY	010-4300		928.16
5009034429	07/11/2019	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5812		552.74
5009034430	07/11/2019	KONICA MINOLTA PREMIER FINANCE	010-5812		858.11
5009034431	07/11/2019	Kruger, Benson, Ziemer, Architects, Inc.	211-6219		2,219.00
5009034432	07/11/2019	Blaine Kufn	010-5800		618.30
5009034433	07/11/2019	Mystery Scienc	010-5800		20,979.00
5009034434	07/11/2019	Nes Quaison Sackey	010-5800		2,000.00
5009034435	07/11/2019	Netop Tech Inc	212-5800		64,350.00
5009034436	07/11/2019	OFFICE DEPOT	010-4300		12,924.09
5009034437	07/11/2019	CITY OF OXNARD OXNARD FIRE DEPARTMENT	010-5620		1,473.00
5009034438	07/11/2019	P & R Paper Supply Co., Inc.	130-9320		8,227.75
5009034439	07/11/2019	Painting & Decor, Inc.	211-6201		324,730.75
5009034440	07/11/2019	THE PARENT INSTITUTE	010-4300	2,940.28	
			Unpaid Tax	211.48-	2,728.80
5009034441	07/11/2019	PARKHOUSE TIRE, INC.	010-4300		535.58

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009034442	07/11/2019	PEARSON EDUCATION, INC.	010-4200	24.02-	
			010-4300	7,122.94	7,098.92
5009034443	07/11/2019	PEARSON	010-4300	1,028.56	
			010-5800	6,150.00	
			010-9510	672.58	7,851.14
5009034444	07/11/2019	NCS Pearson, Inc.	010-4300		2,132.87
5009034445	07/11/2019	PERMA BOUND	010-4200	1,661.06	
			010-4300	7,410.24	9,071.30
5009034446	07/11/2019	Pierre Landscapes, Inc	211-6201		247,516.52
5009034447	07/11/2019	PRINTECH	010-5612		17,262.50
5009034448	07/11/2019	PRO-ED, INC	010-4300	597.36	
			Unpaid Tax	42.96-	554.40
5009034449	07/11/2019	PROforma	010-4300		558.76
5009034450	07/11/2019	ProComputing Corp.	010-4300	449.31	
			Unpaid Tax	32.31-	417.00
5009034451	07/11/2019	Santander Bank	010-6400		74,915.00
5009034452	07/11/2019	SERVICE PRO-FIRE PROTECTION	010-5800		1,935.00
5009034453	07/11/2019	Standard Drywall, Inc.	211-6201		5,166.71
5009034454	07/11/2019	The Shopper	010-4300		4,289.84
5009034455	07/11/2019	VC Metals Inc	010-4300		115.40
5009034456	07/11/2019	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		1,866.00
5009034457	07/11/2019	YAMA LAWNMOWER REPAIR	010-4360	277.82	
			010-5810	69.46	347.28
5009034458	07/11/2019	Dr. Elizabeth Yeager	010-5800		1,781.25
5009034459	07/15/2019	Garcia, Lisette	010-5200		265.00
5009034460	07/15/2019	Rauschenberger, Veronica	010-4300		63.81
5009034461	07/15/2019	Lorenzana, Annette M	010-4300		9.20
5009034462	07/15/2019	Hernandez, Pablo	010-5200		386.00
5009034463	07/15/2019	Guynn, Robert W	010-4300		370.34
5009034464	07/15/2019	Agromm Premium Soil Products	010-4360		137.17
5009034465	07/15/2019	Bon Air, Inc	010-6202		228,780.00
5009034466	07/15/2019	CONTINUING DEVELOPMENT INC.	010-8650		1,988.00
5009034467	07/15/2019	E J Harrison & Sons	010-5560		7,710.21
5009034468	07/15/2019	Frontier Communications	010-5900		323.02
5009034469	07/15/2019	THE GAS COMPANY	010-5530		2,078.33
5009034470	07/15/2019	Junior Steel Co.	211-6201		192,137.50
5009034471	07/15/2019	OFFICE DEPOT	010-4300		910.42
5009034472	07/15/2019	TAFT ELECTRIC	211-6102	4,022.82	
			211-6201	72,523.02	76,545.84
5009034473	07/15/2019	UNITED WATER CONSERVATION DIST.	010-5540		2,618.44
5009034474	07/15/2019	Broadview Networks	010-5900		7,888.09
5009034475	07/15/2019	XEROX CORPORATION	010-5612	8,192.22	
			130-5812	167.74	8,359.96
5009034476	07/16/2019	CALIFORNIA AMERICAN WATER	010-5540		3,484.80
5009034477	07/16/2019	Sandoval, Lupe	010-4300		178.88

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5009034478	07/16/2019	Argend, Louise	010-4300		20.98
5009034479	07/16/2019	Garcia, Augustine	010-4300		52.58
5009034480	07/16/2019	Zaritsky, Deborah H	010-4300		39.37
5009034481	07/16/2019	Steiner, Josh	010-4300		236.61
5009034482	07/16/2019	Auerbach, Katherine A	010-4300		228.72
5009034483	07/16/2019	Romano, David R	010-4300		95.55
5009034484	07/16/2019	Lam, Phaedra	010-4300		68.89
5009034485	07/16/2019	Mendoza Ill, Ignacio	010-4300		439.21
5009034486	07/16/2019	Pionteaux, Ronda J	010-4300		21.75
5009034487	07/16/2019	360 Degree Customer Inc.	010-5100		7,798.75
5009034488	07/16/2019	Airgas West	010-4300		581.45
5009034489	07/16/2019	ALL-PHASE ELECTRIC SUPPLY	010-4300		1,369.41
5009034490	07/16/2019	AMERICAN BUILDING COMFORT	212-6202		23,520.00
5009034491	07/16/2019	APPLIED BACKFLOW TECHNOLOGIES	010-5540		1,384.50
5009034492	07/16/2019	AT&T	010-5900	2,028.15	
			130-5900	15.96	2,042.11
5009034493	07/16/2019	AT&T	010-5900		184.84
5009034494	07/16/2019	AUTO CITY GLASS	010-4300		276.16
5009034495	07/16/2019	BARON INDUSTRIES	010-4300		183.06
5009034496	07/16/2019	C & M AUTO TRUCK ELECTRIC	010-4300		495.43
5009034497	07/16/2019	CCP Industries	010-4300		715.56
5009034498	07/16/2019	CONTINUING DEVELOPMENT INC.	010-5100	625.46	
			010-5800	797.62	1,423.08
5009034499	07/16/2019	CITY OF OXNARD	010-5540		19,278.99
5009034500	07/16/2019	CLASS LEASING, INC.	251-5800		92,340.00
5009034501	07/16/2019	E J Harrison & Sons	010-5560		510.90
5009034502	07/16/2019	SOUTHERN CALIF. EDISON	010-5520		43,839.89
5009034503	07/16/2019	Ewing Irrigation Products Inc	010-4360		66.20
5009034504	07/16/2019	FERGUSON FACILITIES SUPPLY	010-4300		391.28
5009034505	07/16/2019	GIBBS INTERNATIONAL	010-4300		14,492.55
5009034506	07/16/2019	Grainger	010-4300	468.71	
			010-4325	983.00	
			010-4360	99.10	1,550.81
5009034507	07/16/2019	HARRIS WATER CONDITIONING	010-5540		72.63
5009034508	07/16/2019	JOHN DEERE FINANCIAL	010-4360		942.40
5009034509	07/16/2019	MWG MESTMAKER & ASSOCIATES	010-5450		160.00
5009034510	07/16/2019	Mobile Diesel Smoke Testing Services	010-5800		8,039.95
5009034511	07/16/2019	O'Reilly Auto Parts	010-4300		1,432.95
5009034512	07/16/2019	OFFICE DEPOT	010-4300	10,633.24	
			130-4300	315.50	10,948.74
5009034513	07/16/2019	Pioneer Chemical Co	010-4325		10,743.33
5009034514	07/16/2019	REPUBLIC ELEVATOR COMPNAY	010-5820		283.42
5009034515	07/16/2019	SC FUELS	010-4300	784.40	
			010-4380	121.98	906.38
5009034516	07/16/2019	Seon System Sales Inc	010-4300	6,734.95	

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5009034516	07/16/2019	Seon System Sales Inc	010-4400	1,223.08	
			010-5800	2,317.04	10,275.07
5009034517	07/16/2019	Southwest School & Office Supply	010-4300	3,634.31	
			010-4325	211.10	3,845.41
5009034518	07/16/2019	State Board Of Equalization Fuel Taxes Division	010-5800		66.05
5009034519	07/16/2019	Traffic Technologies, LLC	010-4300		560.31
5009034520	07/16/2019	UNITED WATER CONSERVATION DIST.	010-5540		3,240.56
5009034521	07/16/2019	Ventura County Office of Education	010-5800		1,083.00
5009034522	07/16/2019	VENTURA COUNTY APCD	010-5800		602.00
5009034523	07/16/2019	VERIZON WIRELESS	010-5820		391.52
5009034524	07/16/2019	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		3,100.00
5009034525	07/18/2019	SISC FINANCE	010-9516	7,255.19	
			010-9534	546,571.80	
			010-9537	21,494.91	575,321.80
5009034526	07/18/2019	Keiman, Lawrence I	010-4300		9.26
5009034527	07/18/2019	Rauschenberger, Veronica	010-4300		237.09
5009034528	07/18/2019	Argend, Louise	010-4300		6.75
5009034529	07/18/2019	Garcia, Augustine	010-4300		41.87
5009034530	07/18/2019	Hernandez, Maria M	010-4300		724.83
5009034531	07/18/2019	Mendez, Adeline	010-4300		87.81
5009034532	07/18/2019	Zaritsky, Deborah H	010-4300		29.85
5009034533	07/18/2019	Steiner, Josh	010-4300		98.93
5009034534	07/18/2019	Lam, Phaedra	010-4300		19.38
5009034535	07/18/2019	Pazos, Leonor M	010-5200		126.69
5009034536	07/18/2019	State of California Accounting Office	130-4710		313.42
5009034537	07/18/2019	Apple Inc.	010-4300		9,815.18
5009034538	07/18/2019	Assistance League School	010-5800		15,400.00
5009034539	07/18/2019	Aswell Trophy	010-4300		1,742.10
5009034540	07/18/2019	BAD WOLFF PRESS	010-5800		337.84
5009034541	07/18/2019	BALFOUR BEATTY CONSTRUCTION	010-5800		9,400.00
5009034542	07/18/2019	BENCHMARK EDUCATION COMPANY	010-4300		361.85
5009034543	07/18/2019	CDE/CASHIER'S OFFICE	130-9320		1,433.55
5009034544	07/18/2019	CONTINUING DEVELOPMENT INC.	010-9510		3,478.64
5009034545	07/18/2019	C D W GOVERNMENT, INC.	010-4300		2,363.71
5009034546	07/18/2019	Channel Islands Roofing, inc.	211-6201		5,940.35
5009034547	07/18/2019	SCHOOL SPECIALTY	010-4300		165.34
5009034548	07/18/2019	Diane DeLaurantis	010-5800		1,000.00
5009034549	07/18/2019	Discount School Supply	010-9510		116.74
5009034550	07/18/2019	ESGI	010-5800		736.00
5009034551	07/18/2019	FEDEX	010-5800	171.95	
			130-5800	3.19	175.14
5009034552	07/18/2019	Fry's Electronics customer #70893	010-4300		2,414.64
5009034553	07/18/2019	Fun and Function	010-4300		734.91

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5009034554	07/18/2019	John Gosnell DBA Gforce Printing	010-5800		349.11
5009034555	07/18/2019	GOPHER SPORTS	010-4300		226.79
5009034556	07/18/2019	Gender Publishing	010-4300		208.47
5009034557	07/18/2019	Marcus Lopez	010-5800		225.00
5009034558	07/18/2019	MJP COMPUTERS	212-4400		21,176.14
5009034559	07/18/2019	Myers, Widders, Gibson, Jones	010-5802	146.14	
			211-5802	6,870.27	
			251-5802	92.50	7,108.91
5009034560	07/18/2019	Heker Rivera	010-5800		2,300.00
5009034561	07/18/2019	S & S DISCOUNT SPORTS	010-4300		958.87
5009034562	07/18/2019	SANTA BARBARA COUNTY OF EDUCATION	010-5200		585.00
5009034563	07/18/2019	SC FUELS	010-4300	854.06	
			010-4360	332.08	
			130-4300	53.86	1,240.00
5009034564	07/18/2019	SCHOLASTIC BOOK CLUBS, INC.	010-4300		7,494.84
5009034565	07/18/2019	Scholastic Inc.	010-4300		544.85
5009034566	07/18/2019	SCHOOL NURSE SUPPLY, INC.	010-4300		2,401.13
5009034567	07/18/2019	Southwest School & Office Supply	010-4300	2,346.10	
			010-4325	1,280.87	
			010-9320	810.84	4,218.01
5009034568	07/18/2019	Spark Fun Electronics	010-4300		227.48
5009034569	07/18/2019	School Specialty	010-4300		452.52
5009034570	07/18/2019	School Services Of California	010-5200		400.00
5009034571	07/18/2019	STARFALL EDU. FOUNDATION	010-5300		270.00
5009034572	07/18/2019	SUPER DUPER PUBLICATIONS	010-4300		846.27
5009034573	07/18/2019	Sweetwater	212-4300	571.48	
			212-4400	6,926.72	7,498.20
5009034574	07/18/2019	Timara Link	010-5800		250.00
5009034575	07/18/2019	US BANK	251-5800		1,000.00
5009034576	07/18/2019	U.S. Bank Corporate Payment Systems	010-4300	12,943.87	
			010-5200	1,173.86	
			010-5800	690.00	
			010-5800	6,020.09	
			010-9510	106.84	
			130-9510	341.93	
			212-4300	181.60	21,457.98
5009034577	07/18/2019	VCOE Business	010-5800		585.00
5009034578	07/18/2019	Ventura County Office of Education	010-5200		2,220.00
5009034579	07/18/2019	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		1,886.00
5009034580	07/18/2019	United of Omaha Life Ins. Co.	010-9516		62.40
5009034581	07/22/2019	Hernandez, Maria M	010-5200		551.52
5009034582	07/22/2019	Brandon Lewis	010-4300		260.00
5009034583	07/22/2019	Dominos Pizza	130-4710		187.00
5009034584	07/22/2019	Driftwood Dairy	130-4710		3,891.16

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5009034585	07/22/2019	Fulcrum Management Solutions Inc.	010-5800		24,000.00
5009034586	07/22/2019	HANGSAFE HOOKS	010-4300		75.75
5009034587	07/22/2019	Heinemann	010-4300		509.66
5009034588	07/22/2019	Heinemann Publishing	010-4300		503.73
5009034589	07/22/2019	HENSON MUSIC STORE	010-4300		1,016.96
5009034590	07/22/2019	Houghton Mifflin Harcourt	010-4300		14,831.81
5009034591	07/22/2019	JONES SCHOOL SUPPLY CO., INC.	010-4300		174.88
5009034592	07/22/2019	LAZEL	010-5800		2,111.40
5009034593	07/22/2019	MAXIM STAFFING SOLUTIONS	010-5100	5,429.87	
			010-5800	3,816.00	9,245.87
5009034594	07/22/2019	Mindwingconcepts	010-4300	447.05	
			Unpaid Tax	32.15-	414.90
5009034595	07/22/2019	O'Reilly Auto Parts	010-4300	30.51	
			010-4360	15.89	48.40
5009034596	07/22/2019	OTC BRANDS, INC.	010-4300	32.40	
			Unpaid Tax	2.33-	30.07
5009034597	07/22/2019	PDAP of Ventura County	010-5800		500.00
5009034598	07/22/2019	Tri County Bread Service	130-4710		4,089.62
5009034599	07/22/2019	School Services Of California	010-5200		475.00
5009034600	07/22/2019	SYSCO VENTURA, INC.	130-4710		9,494.54
5009034601	07/22/2019	Teaching Strategies, LLC	010-4300		2,498.21
5009034602	07/22/2019	THE BERRY MAN, INC.	130-4710		5,775.55
5009034603	07/22/2019	THERAPRO, INC	010-4300		177.10
5009034604	07/22/2019	Therapy Shoppe	010-4300		369.24
5009034605	07/22/2019	ThinkWrite Technologies LLC	010-4300		9,598.79
5009034606	07/22/2019	Touchmath	010-4300		82.97
5009034607	07/22/2019	TREASURE BAY PUBLISHERS SERVICES	010-4200		1,814.36
5009034608	07/22/2019	U.S. Bank Corporate Payment Systems	010-4300	1,718.20	
			010-5800	823.77	2,541.97
5009034609	07/22/2019	Ventura County Office of Education	010-5100	67,981.83	
			010-5800	3,299.86	71,281.69
5009034610	07/22/2019	VR KING UG (haftungebeschrant)	010-4300	5,147.66	
			Unpaid Tax	334.10-	4,813.56
5009034611	07/23/2019	Sandoval, Lupe	010-5200		40.00
5009034612	07/23/2019	ALC Schools, LLC Craig Puckett, CEO	010-5800		867.50
5009034613	07/23/2019	CASA PACIFICA	010-5100	3,232.15	
			010-5800	2,587.85	5,800.00
5009034614	07/23/2019	Driftwood Dairy	130-4710		2,515.53
5009034615	07/23/2019	ISLAND PACKERS CRUISES	010-4300		731.00
5009034616	07/23/2019	Karen Horde	010-5800		10,240.00
5009034617	07/23/2019	Mister Softee	010-4300		572.02
5009034618	07/23/2019	Moxi, The Wolf museum of Exploration & Innovation	010-4300		640.00
5009034619	07/23/2019	NASP	010-5300		210.00

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5009034620	07/23/2019	Pacific Equipment	010-4300		667.51
5009034621	07/23/2019	PARADIGM HEALTHCARE SERVICES	010-5800		692.88
5009034622	07/23/2019	SUPER DUPER PUBLICATIONS	010-4300		1,867.12
5009034623	07/23/2019	David Tauselg & Assoc. Inc	010-5800		9,488.88
5009034624	07/23/2019	Professional Tutors of America	010-5800		3,508.25
5009034625	07/23/2019	U.S. Bank Corporate Payment Systems	010-4300	3,980.65	
			010-5600	890.00	
			010-5800	444.74	
			130-4300	2,163.40	7,288.79
5009034626	07/25/2019	Hernandez, Maria M	010-4300		110.58
5009034627	07/25/2019	Hernandez, Oscar G	010-5200		340.76
5009034628	07/25/2019	ALL-PHASE ELECTRIC SUPPLY	010-4300		14.16
5009034629	07/25/2019	Amerigas	130-4300		81.74
5009034630	07/25/2019	Anderson Systems	211-6102	3,341.84	
			211-6201	38,298.53	41,640.37
5009034631	07/25/2019	Aswell Trophy	010-4300		1,786.82
5009034632	07/25/2019	BARON INDUSTRIES	010-4300	231.41	
			010-9510	2.09	233.50
5009034633	07/25/2019	Bus West	010-4300		656.73
5009034634	07/25/2019	CANON BUSINESS SOLUTIONS, INC.	010-5616		180.00
5009034635	07/25/2019	Center Glass Co	211-9510		91,188.60
5009034636	07/25/2019	CORNWALL SECURITY SERVICES	010-4300		210.00
5009034637	07/25/2019	CREATIVE BUS SALES	010-4300		98.25
5009034638	07/25/2019	City Of Oxnard-City Treasurer	010-5561		173.45
5009034639	07/25/2019	Diane DeLaurantis	010-5800		3,050.00
5009034640	07/25/2019	DSA-LA Regional Office	212-5800		962.30
5009034641	07/25/2019	DURBIANO FIRE EQUIPMENT, INC.	010-5620		1,598.19
5009034642	07/25/2019	SOUTHERN CALIF. EDISON	010-5520		6,686.85
5009034643	07/25/2019	Ewing Irrigation Products Inc	010-4360		161.77
5009034644	07/25/2019	Fence Factory	010-5630		1,047.96
5009034645	07/25/2019	FERGUSON FACILITIES SUPPLY	010-4300		2,540.77
5009034646	07/25/2019	FGL Environmental	010-5800		168.00
5009034647	07/25/2019	Floored Tile & Stone, Inc	211-6201		17,480.00
5009034648	07/25/2019	Fry's Electronics customer #70893	010-4300		371.03
5009034649	07/25/2019	THE GAS COMPANY	010-5530		134.04
5009034650	07/25/2019	GIBBS INTERNATIONAL	010-5610		7,258.55
5009034651	07/25/2019	GREATAMERICA FINANCIAL SVCS	010-5610		286.57
5009034652	07/25/2019	HARRIS WATER CONDITIONING	010-5540		48.75
5009034653	07/25/2019	Jostens	010-4300		22.52
5009034654	07/25/2019	Blaine Kutn	010-5800		824.40
5009034655	07/25/2019	Blaine Kutn	010-5800		827.45
5009034656	07/25/2019	LRP PUBLICATIONS	010-4300		394.95
5009034657	07/25/2019	Nee Qualson Sackey	010-5800		2,400.00
5009034658	07/25/2019	NuWay, Inc.	211-6201		1,071.14
5009034659	07/25/2019	Painting & Decor, Inc.	211-6201		100,685.75

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

ESCAPE SIGNATURE

ReqPay12a

Board Report

Checks Dated 07/11/2019 through 08/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009034660	07/25/2019	Hekar Rivera	010-5800		2,000.00
5009034661	07/25/2019	Ventura County SELPA	010-5800		26,144.67
5009034662	07/25/2019	DEPT OF INDUSTRIAL RELATIONS DOSH ELEVATOR PERMITS	010-5800		225.00
5009034663	07/29/2019	Erickson, Adam L	010-5200		1,194.02
5009034664	07/29/2019	COGGS TIRE SERVICE	010-5610		29.72
5009034665	07/29/2019	FEDEX	010-5900		186.03
5009034666	07/29/2019	GAS CONTROL TECHNOLOGIES	010-9510		1,800.00
5009034667	07/29/2019	Grainger	010-4300		32.98
5009034668	07/29/2019	Green Thumb Nursery	010-4360		793.33
5009034669	07/29/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5610		508.00
5009034670	07/29/2019	Kelly Cleaning Supplies	010-5800		640.00
5009034671	07/29/2019	SC FUELS	010-4300	1,453.98	
			010-4360	785.78	
			130-4300	141.11	2,360.87
5009034672	07/29/2019	Sweetwater	010-4300		5,073.26
5009034673	07/29/2019	Tax Deferred Services Corporate Office Suite 209	010-9539		4,705.00
5009034674	07/29/2019	U.S. Bank Corporate Payment Systems	010-4300	6,106.11	
			010-4400	634.64	
			010-5800	1,459.02	
			212-4300	721.66	8,921.43
5009034675	07/30/2019	FOOD SHARE, INC.	010-9510		120.00
5009034676	07/30/2019	Jostens	010-4300		21.96
5009034677	07/30/2019	KONICA MINOLTA PREMIER FINANCE	010-5612		743.65
5009034678	07/30/2019	Pacific Equipment	010-8400		83,105.42
5009034679	07/30/2019	SERVICE PRO-FIRE PROTECTION	010-5610	625.00	
			010-5800	4,872.79	5,697.79
5009034680	07/30/2019	TELCOM, INC	010-4300	2,091.38	
			010-5800	1,979.92	4,071.30
5009034681	07/30/2019	THE BERRY MAN, INC.	130-9510		19,843.13
5009034682	07/30/2019	Turf Star, Inc.	010-4360		995.83
5009034683	08/05/2019	BEST Contracting Service, Inc	212-6201		23,275.00
5009034684	08/05/2019	Channel Islands Roofing, Inc.	211-6201		18,209.88
5009034685	08/05/2019	MVC Enterprises, Inc	212-6201		117,325.00
5009034686	08/05/2019	Sunbelt Flooring, Inc.	010-8202		11,969.00
5009034687	08/05/2019	Venco Electric	212-6201		47,500.00
			Total Number of Checks	283	3,409,398.31

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	244	1,706,420.45
130	Cafeteria Fund	20	60,421.73
211	Building Fund	17	1,242,493.22

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 07/11/2019 through 08/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
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Fund Recap

Fund	Description	Check Count	Expensed Amount
212	Building Fund Measure L	11	307,333.90
251	CAPITAL FACILITIES - RESIDENTI	3	93,432.50
	Total Number of Checks	283	3,410,101.80
	Less Unpaid Tax Liability		703.49-
	Net (Check Amount)		<u>3,409,398.31</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.

9.6



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 Certification of Signatures
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends the approval of the Certification of Signatures

Public Content

Speaker: Superintendent Puglisi

Rationale:

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

[Certification of Signatures.pdf \(73 KB\)](#)

Administrative Content

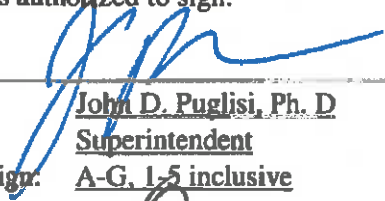
Executive Content


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


members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

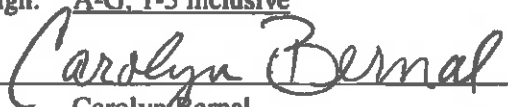
PART 2

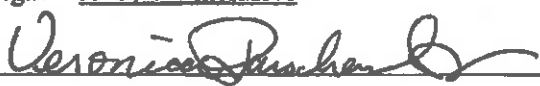
Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.


Signature 
Print/Type: John D. Puglisi, Ph. D
Title: Superintendent
Authorized to Sign: A-G, 1-5 inclusive

Signature 
Print/Type: Oscar Hernandez
Title: Assistant Superintendent of Educational Services
Authorized to Sign: A-G, 1-4 inclusive

Signature 
Print/Type: Wael Saleh
Title: Assistant Superintendent Business Services
Authorized to Sign: A-G, 1-5 inclusive

Signature 
Print/Type: Carolyn Bernal
Title: Assistant Superintendent of School and Systems Improvement
Authorized to Sign: A-G, 1-4 inclusive

Signature 
Print Type: Veronica Rauschenberger
Title: Director of School and Systems Improvement
Authorized to Sign: G, 2 inclusive

Signature 
Print/Type: Kevin Olson
Title: Director of Fiscal Services
Authorized to sign: B-G, 2-5 inclusive

RIO SCHOOL DISTRICT CERTIFICATION OF SIGNATURES

I, John D. Puglisi, Ph.D., Secretary to the Board of Education of Rio School District of Ventura County, California hereby certify that the signatures shown below are the verified signatures of the members of the governing Board of the above-mentioned named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notice of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Section indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

The approved signatures will be considered valid for August 21, 2019 thru June 30, 2020

Date of Board Action: August 21, 2019

Signature: _____

 Secretary of the Board

PART 1

Signatures of Members of the Board

Signature: _____
Print/Type: Joe Esquivel
Title: President

Signature: _____
Print/Type: Linda Aguilar
Title: Clerk


Signature: _____
Print/Type: Eleanor Torres
Title: Trustee


Signature: _____
Print/Type: Edith Martinez-Cortes
Title: Trustee

Signature: _____
Print/Type: Felix Eisenhauer
Title: Trustee

Signature _____
Print Type: Rebecca Rocha
Title: Director of Pupil Support Services
Authorized to Sign: G. 2 inclusive

Signature _____
Print Type: Charles Fichtner
Title: Director of Maintenance and Operations
Authorized to Sign: G. 2-3 inclusive

Signature  _____
Print Type: Lacey Piper
Title: Director of Child Nutrition and Wellness
Authorized to Sign: G. 2-5 inclusive

Signature  _____
Print Type: Jarkko Mylari
Title: Director of Technology
Authorized to Sign: G. 2-5 inclusive

9.7



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 August 21, 2019 Personnel Report
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund, LCAP
Recommended Action	It is recommended the board take action and approve the August 21, 2019 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 August 21, 2019 personnel report is presented for approval.

[82119 Personnel Report.pdf \(72 KB\)](#)

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

August 21, 2019

Certificated Personnel Report

Certificated Management Ratification of Employment:

Ciriani, Evangelina, School Psychologist, Rio Del Valle/Rio Vista, (1.0) FTE, effective 8/23/2019

Certificated Ratification of Employment:

Alfaro, Annette, Elementary Teacher, Rio Real, (1.0) FTE, effective 8/23/2019
Bayer, Danielle, Middle School, Rio Del Sol, (1.0) FTE, effective 8/23/2019
Book, Valori, Elementary Teacher, Rio Del Sol, (1.0) FTE, effective 8/23/2019
Boucher, Nicole, Middle School Teacher, Rio Vista, (1.0) FTE, effective 8/23/2019
Chessani, Karli, Elementary Teacher, Rio Del Sol, (1.0) FTE, effective 8/23/2019
Farewell, Chad, Middle School Teacher, Rio Del Sol / Rio Real, (1.0) FTE, effective 8/23/2019
Gremaud, Monique, Middle School Teacher, Rio Vista, (1.0) FTE, effective 8/23/2019
Hamm, Tylere, Elementary Teacher, Rio Del Sol, (1.0) FTE, effective 8/23/2019
Lam, Phaedra, Elementary Teacher, Rio Del Sol, (1.0) FTE, effective 8/23/2019
Mackie, Krystle, Elementary Teacher (Job Share), Rio Plaza, (.50) FTE, effective 8/23/2019
Malette, Jeanine, Middle School Teacher, Rio Del Sol / Rio Real, (1.0) FTE, effective 8/23/2019
Mares, Katherine, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 8/23/2019
McKinley, Brad, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 8/23/2019
Nguyen, Fawn, TOSA: Math, District Office, (1.0) FTE, effective 8/23/2019
Rendon, Emily, Special Education Teacher, Rio Del Valle, (1.0) FTE, effective 8/23/2019
Rouss, Jordan, Middle School Teacher, Rio Vista, (1.0) FTE, effective 8/23/2019
Torres, Lizette, SPED Teacher, Rio Plaza, (1.0) FTE, effective 8/23/2019
VanConas, Andrew, Middle School Teacher, Rio Vista, (1.0) FTE, effective 8/23/2018
Vico, Ashley, Elementary Teacher (Job Share), Rio Rosales, (.50) FTE, effective 8/23/2019
Wantz, Melissa, TOSA: Reading & Literature, District Office, (1.0) FTE, effective 8/23/2019
Watson, Leigh, Elementary Teacher, Rio Lindo, (1.0) FTE, effective 8/23/2019

Certificated Leave of Absence:

Juarez, Sara, Elementary Teacher, (.50) FTE, effective 8/23/19

Certificated Job Share 19/20:

Juarez, Sara, Elementary Teacher, Rio Plaza, (.50) FTE, effective 8/23/19

Certificated Management Resignation:

Waltrip, Jacob, Elementary Principal, Rio Plaza, (1.0) FTE, effective 1/23/2019

Certificated Resignation:

Graham, Jessie, Speech & Language, Rio Del Norte, (1.0) FTE, effective 8/5/2019

Classified Personnel Report

Classified Involuntary Transfer:

Adame, Robert, from Custodian (8) hrs, Rio Lindo, to Custodian (8) hrs, Rio Del Mar, effective 7/8/19
Ayala, Christine, from Instructional Assistant/SPED, (5.75) hrs, Rio Vista, to Instructional Assistant/SPED, (5.75) hrs, Rio Rosales, effective 8/28/19
Humphrey, Jamie, from Instructional Assistant/SPED, (5.75) hrs, Rio Rosales, to Instructional Assistant/SPED, (5.75) hrs, Rio Del Norte, effective 8/28/19
Kaneshiro, Judy, from Instructional Assistant/SPED, (5.75) hrs, Rio Rosales, to Instructional Assistant/SPED, (5.75) hrs, Rio Vista, effective 8/28/19
Phillips, Kaylin, from Instructional Assistant/SPED, (5.75) hrs, Rio Rosales, to Instructional Assistant/SPED, (5.75) hrs, Rio Rosales, effective 8/28/19
Sanchez, Cruz, from Custodian (8) hrs, Rio Del Mar to Custodian (8) hrs, Rio Lindo, effective 7/8/19

Classified Promotion:

Jones, Vanessa, from Instructional Assistant/SPED, (5.75) hrs, Rio Plaza, to Instructional Specialist - Behavior, (5.75) hrs, OSFS, effective 8/28/19
Ramirez, Maria, from part-time Bus Driver, (5) hrs, MOT, to Bus Driver/Maintenance (8) hrs, MOT, effective 7/1/19
Rugiero, Mari, from Student & Family Support Specialist, (5) hrs, Rio Plaza, to Food Service Manager, (8) hrs, Rio Del Sol, effective 8/28/19
Solorio, Christina, from Library Clerk (4) hrs, Rio Plaza, to Library Clerk (8) hrs, Rio Del Norte, effective 8/28/19

Classified Ratification of Management Employment:

Olson, Kevin, Director of Fiscal Services, (8) hrs, District Office, effective 8/19/19

Classified Ratification of Employment

Martinez, Rigoberto, Bus Driver Maintenance, (8) hrs, MOT, effective 8/5/19
Minnis, Krista, Occupational Therapist, (8) hrs, OSFS, effective 8/1/19
Serratos, Eric, part-time Bus Driver (5) hrs, MOT, effective 8/28/19

Classified Ratification of Employment Reclassification:

Ramirez, Jisela, Parent/Student/Teacher Liaison, (8) hrs, OSFS, effective 8/1/19

Classified Management Resignation:

Higa, Cathie, Director of Fiscal Services, (8) hrs, District office, effective 7/3/19

Classified Employee Resignation:

Sanchez, Jacqueline, Instructional Assistant/SPED, (5.75) hrs, Rio Rosales, effective 7/17/19

9.8



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 2019/2020 Salary Schedules
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund, Fund 20
Recommended Action	It is recommended the board take action and approve the 19/20 salary schedules 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 2019/2020 salary schedules have been updated to reflect the recently negotiated 2.5% increase for all represented and unrepresented employee groups. It is recommended the salary schedules be approved as presented.

[Certificated Management Salary Schedule 2018-2019.pdf \(450 KB\)](#)

[Certificated Teacher Salary Schedule 2019-2020 \(1\).pdf \(465 KB\)](#)

[Classified Management Salary Schedule 2018 2019 \(1\).pdf \(442 KB\)](#)

[Confidential Management Salary Schedule 2018-2019.pdf \(440 KB\)](#)

[CSEA Salary Schedules 2019-2020.pdf \(521 KB\)](#)

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
Certificated Management Salary Schedule
2019/2020**

Calendar	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
C192	Administrative Dean	192	83,099	87,254	91,643	96,197
C195	Psychologist	195	87,565	91,894	96,436	101,209
C200	Coordinator I, Reading First	200	86,561	90,891	95,433	100,205
C204	Coordinator II, Assessment/Technology Coordinator II, Curriculum and Instruction	204	92,333	96,949	101,797	106,887
C206	Assistant Principal, Middle School	206	99,651	104,555	109,707	115,113
C212	Principal, Elementary	212	111,191	116,674	122,431	128,475
C216	Principal, Middle School	216	116,963	122,734	128,793	135,154
C216	Administrator of Special Programs	216	116,963	122,734	128,793	135,154
C225	Director of Pupil Personnel Services	225	120,183	126,098	132,309	138,831
C225	Dir. of Innovations, Partnerships & Principal Support	225	121,438	127,352	133,564	140,086
C225	Director of School & System Improvement	225	121,438	127,352	133,564	140,086
C225	Director of Human Resources	225	131,641	138,038	144,736	151,782
C225	Assistant Superintendent Educational Services Assistant Superintendent Human Resources	225	138,295	145,020	152,084	159,491
C225	Assistant Superintendent of School & System Improvement	225	138,295	145,020	152,084	159,491

ANNIVERSARY INCREMENTS

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY OR PROFICIENT evaluation for the preceding year.

The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 Years through 13 years - 4%
- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

EDUCATIONAL STIPEND

- Master \$1,000 annual
- Doctorate \$2,000 annual

Board Approved: Pending 8/21/2019

Effective 7-1-2018: 2.5% salary increase

Per new CalSTRS regulations, cell phone and mileage compensation is now reflected in salary and no longer separate add ons.

Approved Cell phone and mileage amounts were rolled into salary after the 15/16 salary increase of 10.08% was applied.



**RIO SCHOOL DISTRICT
2019/2020**

**CERTIFICATED TEACHER SALARY SCHEDULE
185 Work Days**

CLASS	I		II	III	IV	V
	BA permit	BA credential	B.A.+ 30	B.A. + 45 or M.A.	B.A. + 60 or M.A.+ 15	B.A. +75 incl. M.A. or M.A. +30
STEP						
1	47,007	50,648	52,634	54,621	57,340	61,092
2	49,581	51,642	53,627	55,487	59,350	63,234
3	50,347	52,634	54,621	57,444	61,423	65,441
4	52,120	53,627	55,380	59,446	63,573	67,733
5	53,947	54,621	57,325	61,533	65,799	70,118
6	53,947	56,848	59,325	63,682	68,097	72,563
7	53,947	58,825	61,400	65,912	70,493	75,103
8	53,947	60,894	63,559	68,208	72,943	77,727
9	53,947	63,028	65,782	70,613	75,509	80,452
10	53,947	63,028	68,084	73,077	78,155	83,276
11	53,947	63,028	68,084	75,648	80,889	86,190
12	53,947	63,028	68,084	77,673	85,975	91,600

Anniversary Increments for years of service in the Rio School District

14th through 18th year	4.60%	81,246	89,930	95,814
19th through 24th year	6.40%	82,645	91,477	97,463
25th through 27th year	7.90%	83,810	92,767	98,837
28th Year	10%	85,441	94,572	100,760
29th Year	11%	86,218	95,432	101,676
30th Year	12%	86,994	96,292	102,592

Board Approved: Pending 8/21/2019

Effective 7-1-2018: 2.5% salary increase

THE FOLLOWING CLASSIFICATIONS ARE USED IN DETERMINING TEACHER SALARIES

Class I Permit	Appropriate permit: BA degree.
Class I Credential	Appropriate credential: BA degree
Class II Class III	BA degree plus 45 semester hours subsequent to granting of BA BA degree plus 45 semester hours subsequent to granting of BA degree, or MA/MS degree
Class IV	BA degree plus 60 semester hours subsequent to granting of BA degree, or MA plus 15 semester hours subsequent to granting of MA degree
Class V	BA degree plus 75 semester hours subsequent to granting of BA degree, including MA degree or a Specialist Credential; or MA degree plus 30 semester hours subsequent to granting of MA OR degree or Specialist Credential plus 30 semester units subsequent to granting of Specialist Credential. A Specialist Credential is defined, as one which requires a credential as a prerequisite to the Specialist Credential. Examples of Specialist Credential are: Bilingual Cross- Cultural , Reading Specialist, Early Childhood, Gifted, Health Science, Mathematics, Special Education: Learning Handicapped, Severely Handicapped.

Credits for increments will only be given for upper division or graduate work unless specifically approved by the Superintendent or designee. Teachers will be given credit or up to six (6) years of prior teaching experience in public schools. Starting step maximum is step 7 beginning in 1999/2000

Upon the approval of Superintendent, experience credit will be given on salary schedule for full-time, full-term experience in private schools as well as public school, provided the teacher held a valid appropriate state public school teacher credential at the time of the teaching experience.

To achieve credit for a year of teaching experience, a teacher must have taught for at least 75% of said year.

The teacher's work year is determined by contract.

Anniversary increments are added to the salary schedule at the beginning of the 14th, 19th, 25th, and 28th years of service to the Rio School District.



RIO SCHOOL DISTRICT
Classified Management Salary Schedule
2019/2020

Position	Step A	Step B	Step C	Step D	Step E
Asst. Supt. Business Services	11,509	12,116	12,721	13,358	14,049
Director of Technology	10,125	10,657	11,190	11,748	12,335
Director of Fiscal Services	8,822	9,263	9,724	10,210	10,722
Director of MOT	7,630	8,011	8,413	8,833	9,274
Director of Child Nutrition/Wellness	6,833	7,174	7,534	7,909	8,306
District Programs Director	6,833	7,174	7,534	7,909	8,306
Coordinator I, NFL	5,638	5,918	6,216	6,527	6,852
Afterschool Program Coordinator	5,440	5,711	5,997	6,296	6,613
Custodial/Ground Supervisor	4,958	5,206	5,466	5,740	6,026
Asst. Supervisor Food Services	4,252	4,465	4,690	4,924	5,170

ANNIVERSARY INCREMENTS:

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY or PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 Years through 13 years - 4%
- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

Educational Stipend:

- Master's \$1,000 annually
- Doctorate \$2,000 annually

Vacation:

1.75 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Board Approved: Pending 8/21/2019

Effective 7-1-18: 2.5% salary increase



**RIO SCHOOL DISTRICT
Confidential Salary Schedule
2019/2020**

Position	Step A	Step B	Step C	Step D	Step E
Executive Secretary to the Superintendent	4,794	5,032	5,285	5,549	5,825
Human Resources Specialist	4,569	4,801	5,039	5,292	5,556
Human Resources Credential/Data Specialist	4,569	4,801	5,039	5,292	5,556
Administrative Secretary	4,028	4,229	4,442	4,664	4,896
Human Resources Assistant	3,930	4,127	4,334	4,549	4,778

ANNIVERSARY INCREMENTS:

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY or PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 8%
- 22 years through 25 years - 10%
- 26 years through 29 years - 11%
- 30 + Years ----- - 12%

Professional Growth Stipend/Professional Program:

In accordance with California School Employees Association bargaining unit agreement

Vacation:

1.75 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Effective 7-1-18: 2.5% salary increase

Board Approved: Pending 8/21/2019



**Classified Salary Schedule
2019/2020**

Business Services	Range
Account Clerk I	29
Account Clerk II	31
Account Clerk III	33
Accounting Technician	35
Warehouse Worker/Delivery Driver	36
Microcomputer Network Support Technician	38
Risk Management Technician	39
Purchasing Assistant	42
System Network Technician	42
Network Systems Administrator	44
Accountant	50

Clerical	Range
Clerk Typist I	20
Clerk Typist II	23
Clerk Typist II Bilingual/Bi-literate	24
Clerk Typist III	25
Receptionist/Clerk	25
Family Development Worker	26
Migrant Community/Statistical Assistant	26
Student & Family Support Specialist	26
District Translator	29
Graphics Technician	29
Parent, Student & Teacher Liason	29
Secretary	29
School Office Manager/Elementary	32
School Office Manager/Secondary	33
Student Data Systems Specialist	34
Office of Student & Family Services Analyst	34
Administrative Secretary	38

Food Services	Range
Food Service I	20
Food Service II	23
Food Service Delivery Driver	28
Food Service Manager	30
Food Service Technician	32

Instructional	Range
Library Clerk/Elementary	21
Library Clerk/Secondary	24
District Library Clerk	27
Instructional Assistant	28
After School Program Specialist	28
Instructional Assistant/Bilingual	29
Instructional Assistant/Special Ed	29
Instructional Specialist - Behavior	32
After School Program Coordinator	32
School Readiness Specialist	37
Speech & Language Pathology Assistant	40
Occupational Therapist	51



Maintenance, Operations & Transportation	Range
Custodian	29
Grounds Worker I	29
Bus Driver	30
Bus Driver Trainer	32
Maintenance Worker I	32
Bus Driver/Delivery Driver	33
Bus Driver/Maintenance	33
Maintenance Worker II	35
Lead Bus Driver/Utility Person	35
Lead Bus Driver/Instructor	37
Lead Bus Driver/Maintenance	40
Maintenance Worker III/Electrician	40
Maintenance Worker III/HVAC/Plumber	40
Maintenance Worker III/Locksmith	40
Maintenance Worker III/Technology	40
Vehicle & Equipment Mechanic/Maintenance	40
Lead Maintenance Worker	42
Service Worker	Range
Campus Supervision Assistant	18
School Campus Supervisor	22
NON-REPRESENTED	
Childcare	\$12.00
AVID Tutor	\$12.50



RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
18	2,126 12.27	2,303 13.29	2,480 14.31	2,657 15.33	2,834 16.35	2890.68 16.68	2947.36 17.00	3004.04 17.33	3117.40 17.99	3174.08 18.31	3202.42 18.48	3230.76 18.64
19	2,459 14.19	2,591 14.95	2,713 15.65	2,854 16.47	2,990 17.25	3050.18 17.60	3109.99 17.94	3169.79 18.29	3289.41 18.98	3349.22 19.32	3379.12 19.49	3409.02 19.67
20	2,523 14.56	2,644 15.25	2,783 16.06	2,908 16.78	3,061 17.66	3122.11 18.01	3183.33 18.37	3244.54 18.72	3366.98 19.43	3428.20 19.78	3458.81 19.96	3489.41 20.13
21	2,591 14.95	2,713 15.65	2,854 16.47	2,990 17.25	3,141 18.12	3203.42 18.48	3266.23 18.84	3329.04 19.21	3454.67 19.93	3517.48 20.29	3548.88 20.47	3580.29 20.66
22	2,644 15.25	2,783 16.06	2,908 16.78	3,061 17.66	3,220 18.58	3284.73 18.95	3349.13 19.32	3413.54 19.69	3542.35 20.44	3606.76 20.81	3638.96 20.99	3671.17 21.18
23	2,713 15.65	2,854 16.47	2,990 17.25	3,141 18.12	3,301 19.04	3367.08 19.43	3433.10 19.81	3499.12 20.19	3631.17 20.95	3697.19 21.33	3730.20 21.52	3763.21 21.71
24	2,783 16.06	2,908 16.78	3,058 17.64	3,220 18.58	3,393 19.58	3460.86 19.97	3528.72 20.36	3596.58 20.75	3732.30 21.53	3800.16 21.92	3834.09 22.12	3868.02 22.32
25	2,854 16.47	2,990 17.25	3,141 18.12	3,304 19.06	3,468 20.01	3537.00 20.41	3606.35 20.81	3675.70 21.21	3814.41 22.01	3883.76 22.41	3918.44 22.61	3953.12 22.81
26	2,908 16.78	3,061 17.66	3,220 18.58	3,393 19.58	3,548 20.47	3618.96 20.88	3689.92 21.29	3760.88 21.70	3902.80 22.52	3973.76 22.93	4009.24 23.13	4044.72 23.34
27	2,990 17.25	3,141 18.12	3,304 19.06	3,468 20.01	3,633 20.96	3705.66 21.38	3778.32 21.80	3850.98 22.22	3996.30 23.06	4068.96 23.48	4105.29 23.68	4141.62 23.89
28	3,061 17.66	3,220 18.58	3,393 19.58	3,548 20.47	3,724 21.49	3798.65 21.92	3873.13 22.35	3947.62 22.78	4096.58 23.63	4171.07 24.06	4208.31 24.28	4245.55 24.49
29	3,141 18.12	3,304 19.06	3,468 20.01	3,633 20.96	3,821 22.04	3897.68 22.48	3974.11 22.92	4050.53 23.36	4203.38 24.24	4279.81 24.68	4318.02 24.91	4356.23 25.13
30	3,220 18.58	3,393 19.58	3,548 20.47	3,724 21.49	3,913 22.58	3991.50 23.03	4069.77 23.48	4148.03 23.93	4304.56 24.83	4382.83 25.29	4421.96 25.51	4461.09 25.74
31	3,304 19.06	3,468 20.01	3,633 20.96	3,821 22.04	4,003 23.09	4083.24 23.55	4163.30 24.01	4243.36 24.48	4403.49 25.40	4483.55 25.86	4523.59 26.09	4563.62 26.32
32	3,393 19.58	3,548 20.47	3,724 21.49	3,913 22.58	4,107 23.69	4189.57 24.16	4271.71 24.64	4353.86 25.11	4518.16 26.06	4600.31 26.53	4641.38 26.77	4682.46 27.01
33	3,468 20.01	3,633 20.96	3,821 22.04	4,003 23.09	4,211 24.29	4294.85 24.78	4379.07 25.26	4463.28 25.75	4631.70 26.72	4715.92 27.21	4758.02 27.45	4800.13 27.69
34	3,548 20.47	3,724 21.49	3,913 22.58	4,107 23.69	4,314 24.89	4400.14 25.39	4486.42 25.88	4572.69 26.38	4745.25 27.38	4831.53 27.87	4874.66 28.12	4917.80 28.37
35	3,633 20.96	3,821 22.04	4,003 23.09	4,211 24.29	4,424 25.52	4512.72 26.04	4601.21 26.55	4689.69 27.06	4866.66 28.08	4955.15 28.59	4999.39 28.84	5043.63 29.10
36	3,724 21.49	3,913 22.58	4,107 23.69	4,314 24.89	4,532 26.15	4622.18 26.67	4712.81 27.20	4803.44 27.72	4984.70 28.77	5075.33 29.29	5120.65 29.55	5165.96 29.81



EDUCATING LEARNERS FOR THE 21ST CENTURY

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
	37	3,821 22.04	4,003 23.09	4,211 24.23	4,424 25.52	4,652 26.84	4745.19 27.38	4838.23 27.91	4931.27 28.45	5117.36 29.52	5210.40 30.06	5256.92 30.33
38	3,913 22.58	4,107 23.63	4,314 24.89	4,532 26.15	4,750 27.40	4845.26 27.95	4940.27 28.50	5035.27 29.04	5225.28 30.14	5320.29 30.69	5367.79 30.96	5415.29 31.24
39	4,003 23.63	4,211 24.79	4,424 25.52	4,652 26.84	4,874 28.12	4971.40 28.68	5068.87 29.24	5166.35 29.81	5361.31 30.93	5458.79 31.49	5507.53 31.78	5556.27 32.06
40	4,107 23.63	4,314 24.89	4,532 26.15	4,750 27.40	5,009 28.90	5109.00 29.48	5209.17 30.06	5309.35 30.63	5509.70 31.79	5609.88 32.37	5659.97 32.66	5710.06 32.95
41	4,211 24.29	4,424 25.52	4,652 26.84	4,874 28.12	5,113 29.50	5215.33 30.09	5317.59 30.68	5419.85 31.27	5624.37 32.45	5726.63 33.04	5777.76 33.34	5828.90 33.63
42	4,314 24.89	4,532 26.15	4,750 27.40	5,009 28.90	5,246 30.27	5350.84 30.88	5455.76 31.48	5560.68 32.09	5770.52 33.30	5875.44 33.90	5927.90 34.21	5980.36 34.51
43	4,424 25.52	4,652 26.84	4,874 28.12	5,113 29.50	5,372 30.99	5479.06 31.61	5586.50 32.23	5693.93 32.85	5908.80 34.09	6016.23 34.71	6069.94 35.02	6123.66 35.33
44	4,532 26.15	4,750 27.40	5,009 28.90	5,246 30.27	5,501 31.74	5611.45 32.37	5721.48 33.01	5831.51 33.64	6051.57 34.91	6161.60 35.55	6216.61 35.87	6271.63 36.18
45	4,652 26.84	4,874 28.12	5,113 29.50	5,372 30.99	5,638 32.53	5751.14 33.18	5863.91 33.83	5976.68 34.48	6202.21 35.78	6314.98 36.43	6371.36 36.76	6427.75 37.08
46	4,750 27.40	5,009 28.90	5,246 30.27	5,501 31.74	5,776 33.32	5891.87 33.99	6007.40 34.65	6122.92 35.32	6353.98 36.65	6469.51 37.32	6527.27 37.65	6585.03 37.98
47	4,874 28.12	5,113 29.50	5,372 30.99	5,638 32.53	5,920 34.15	6038.85 34.83	6157.26 35.52	6275.67 36.20	6512.49 37.57	6630.90 38.25	6690.10 38.59	6749.31 38.93
48	5,009 28.90	5,246 30.27	5,501 31.74	5,776 33.32	6,069 35.01	6190.01 35.71	6311.38 36.41	6432.75 37.11	6675.50 38.51	6796.87 39.21	6857.56 39.56	6918.25 39.91
49	5,113 29.50	5,372 30.99	5,638 32.53	5,920 34.15	6,219 35.88	6343.25 36.60	6467.62 37.32	6592.00 38.03	6840.76 39.47	6965.13 40.19	7027.32 40.54	7089.51 40.90
50	5,178 35.67	5,435 37.45	5,707 39.32	5,993 41.29	6,292 43.35	6418.30 44.22	6544.15 45.08	6670.00 45.95	6921.70 47.69	7047.55 48.55	7110.47 48.99	7173.40 49.42
51	6,182 29.87	6,491 31.36	6,816 32.93	7,156 34.58	7,514 36.30	7664.28 37.03	7814.56 37.75	7964.84 38.48	8265.40 39.93	8415.68 40.66	8490.82 41.02	8565.96 41.38

Anniversary Increments

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 10%
- 22 years through 25 years - 12%
- 26 years through 29 years - 13%
- 30 years - 14%

Vacation

- 1 through 5 years - 1.00 day per month
- 6 through 10 years - 1.25 days per month
- 11 through 15 years - 1.50 days per month
- 16 through 21 years - 1.75 days per month
- 22 through 24 years - 1.83 days per month
- 25 - 2.00 days per month

Effective 7-1-18: 2.5% salary increase
Board Approved: Pending 8/21/2019



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.9 Ratification of proposal from Parker Brown, Inc. for general contractor services at Solar Drive
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,450,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Ratification of the Contractor for Solar Drive, Parker Brown, Inc., be granted

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
A Notice of Intent to Award the lowest bidder for the tenant improvement #19-0000-1739 Solar Drive project was sent to Parker Brown, Inc.. Parker Brown, Inc. was the lowest bidder of the four contractors who bid and therefore was awarded the job, pursuant to Board Approval.

[Parker Brown, Inc. Intent to Award.pdf \(35 KB\)](#)

[Parker Brown contract.pdf \(1,760 KB\)](#)

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.



SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

August 1, 2019

Christopher Collier – Project Manager COO
Parker Brown, Inc.
6727 Varlel Ave
Canoga Park, Ca. 91303
(818) 999-5078

Subject: Notice of Intent to Award from the Rio School District for the New District Office (DO) Tenant Improvement #19-0000-1739, 1800 Solar Dr. Oxnard.

Dear Mr. Collier,

On July 19, 2019, the Rio School District ("District") received bid responses for Bid Package #19-0000-1739 (tenant improvement) for the new Rio District Office (DO) in Oxnard, CA as indicated below. On July 25, 2019 the low bidder, Apex General Contractors, Inc. submitted a letter of withdrawal. Therefore, based on PCC B5106, the Rio School District has accepted and approved the second bidder, and this letter serves as notice.

<u>Contractor</u>	<u>Total Base Bid</u>
Parker Brown, Inc.	\$2,450,000.00
Monet Construction, Inc.	\$2,520,485.00
Menemsha Development Group, Inc.	\$2,630,000.00
SBS Corperation	\$2,857.804.00

Pursuant to Instructions to Bidders Article 31, and PCC B5106, the District intends to award the subject bid to the lowest responsive bidder, Parker Brown, Inc. Recommendation of award has been accepted by the Rio School District Superintendent, Dr. John Puglisi, and ratification of the agreement shall be heard and acted on by the Board of Trustees on Wednesday August 21, 2019. The open session starts at 6:00 p.m. The meeting will be held in the District's Board Room at the Office of Student & Family Services, which is located at 3300 Cortez Street, Oxnard, CA 93036.

Pursuant to Instruction to Bidders Article 35, any bidder submitting a Bid to the District may file a protest of the District's intent to award the Contract to this office not more than five (5) calendar days following this notice of intent on Thursday, August 1, 2019. The "Bid Protest Deadline" is August 6, 2019.

The District would like to thank you for your participation and appreciates your time and effort in submitting a bid for this Project. If you have any questions regarding this transmittal, please do not hesitate to contact me at (805) 485-3111 or wsaleh@rioschools.org.

Sincerely,

Wael Saleh
Assistant Superintendent Of Business Services

SECTION 00400

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (this "Agreement") is made this 9th day of August, 2019, between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, hereinafter called the "District," and **Parker Brown, Inc.** hereinafter called the "Contractor." District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH, that in consideration of the mutual covenants contained herein the Parties agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as "Call for Bid" Classification bid package.

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Section 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Time. The Contractor shall commence performance of the Work (as defined in the Contract Documents) on **August 19th, 2019** or the date stated in the District's Notice to Proceed. The Contractor shall achieve Final Completion of each Phase of the Work in accordance with the Supplemental Conditions, Section 00800. The Contractor expressly understands and acknowledges that time is of the essence for this Agreement.

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **Two Million four hundred and fifty thousand** dollars (**\$ 2,450,000.00**). The Contract Price is based upon the Contractor's Base Bid. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Final Completion of the Work of the Contract Documents within the Contract Completion Time of **December 6th, 2019** or as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents and the terms specifically listed in the Supplemental Conditions, Section 00800 Supplemental Conditions.

5. Hold Harmless Agreement. The Contractor shall defend, indemnify and hold harmless the Rio School District, The Oxnard Union High School District, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission or

breach connected with or arising from the progress of work or performance of service under this Agreement, the Contract, or the Contract Documents. As part of this indemnity, the Contractor shall protect and defend, at its own expense, the District, the State of California and their officers, employees, agents and independent contractors from any legal action, including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

Furthermore, the Contractor agrees to and does hereby defend, indemnify and hold harmless the Districts, the State of California and their officers, employees, agents and independent contractors from every claim or demand made and every liability, loss, damage, expense or attorney's fees of any nature whatsoever which may be incurred by reason of:

(a) Liability for (i) death or bodily injury to persons; (ii) damage or injury to, loss (including theft) or loss of use of any property; (iii) any failure or alleged failure to comply with any provision of law or the Contract; or (iv) any other loss, damage or expense sustained by any person, firm or corporation or in connection with the work called for in this Agreement, the Contract or the Contract Documents, except for liability resulting from the sole or active negligence or the willful misconduct of the District.;

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the Work covered by this Agreement, the Contract or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District; and

(c) Any dispute between the Contractor and the Contractor's subcontractors/suppliers/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

The Contractor, at its own expense, cost and risk, shall defend any and all claims, actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage or injury identified in this Section 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceeding as a result thereof.

6. Examination and Audit. Pursuant to California Government Code Section 8546.7, the Parties shall be subject to an examination and audit by the California State Auditor General for a period of three (3) years after final payment of the contract limited to those matters connected

with the performance of the contract.

7. Provisions Required By Law. Each and every provision of law and clause required to be inserted in this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

8. The Contract Documents. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Section	Description
00010	Notice to Contractors Calling for Bids
00100	Instructions for Bidders
00210	Bid Form (Submit with Bid)
00215	Designation of Subcontractors (Submit with Bid)
00218	Contractors Registration Certification (DIR) (Submit with Bid)
00219	SB 854 Language for Small Contracts
00220	Non-Collusion Affidavit (Submit with Bid)
00222	Certification of Prevailing Wage (Submit with Bid)
00230	Contractor's Statement of Experience (Submit with Bid)
00240	Acknowledgement of Bidding Practices Regarding Indemnity (Submit with Bid)
00250	DVBE Requirements and Forms
00300	Bid Bond (Submit with Bid)
00400	Agreement for Construction Services
00405	Labor and Material Payment Bond
00410	Performance Bond
00415	Certificate of Workers' Compensation
00417	Drug-Free Workplace Certification
00418	Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus
00419	Contractor Certification Regarding Background Checks
00420	Guarantee Form
00430	Substitution Form
00440	Conditional Waiver and Release upon Progress Payment
00442	Unconditional Waiver and Release upon Progress Payment
00447	Conditional Waiver and Release upon Final Payment
00450	Unconditional Waiver and Release upon Final Payment
00460	Escrow Agreement for Security Deposits in Lieu of Retention
00700	General Conditions
00750	Site Safety and Health Program
00800	Supplemental Conditions
00810	Insurance Requirements
00811	Insurance Documents and Endorsement

Including Specification Sections and Contract Drawings.

9. Prevailing Wages. Wage rates for the Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Contract and the Contractor stipulates to the provisions contained therein:

- (a) Labor Code Sections 1720, *et seq.*;
- (b) California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapters 3 and 4 (Sections 16000, *et seq.*); and
- (c) The District's Labor Compliance Program.

10. Contractor's License; Department of Industrial Relations Registration. The Contractor must possess throughout the Project a scope appropriate contractor's license and a B license issued by the State of California, which must be current and in good standing. Contractor shall only employ subcontractors who possess the requisite licenses, which must be current and in good standing.

Contractor must also maintain current and valid registration with the Department of Industrial Relations throughout the duration of the Contract. Contractor shall only employ subcontractors who have current, valid registration with the Department of Industrial Relations.

11. Governing Law; Venue. This Contract and the Contract Documents shall be construed in accordance with the laws of the State of California. Venue for any legal action or proceeding relating to this Agreement shall lie exclusively in any state court sitting in the County of Ventura.

12. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

13. Provisions Required by Law. Each and every provision of law and clause required to be inserted into this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any provision is not inserted or is not inserted correctly, then upon application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. Severability. If any term or provision of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent

permitted by law.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by fax or email provided that original executed counterparts are delivered to the recipient on the next business day following the fax or email transmission.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date set forth above.

DISTRICT


RIO SCHOOL DISTRICT
2500 Vineyard Avenue
Oxnard, Ca 93036

By: 

Wael Saleh, *CPA, MBA*
Assistant Superintendent
of Business Services

CONTRACTOR

ROBERT BRANN, INC.
6727 VAREL AVE
CANOGA PARK, CA 91303

By: 

Name: Christopher Collier
Title: C.O.O.

(CORPORATE SEAL)

**Rio School District
Business Services Department
2500 Vineyard Avenue
Oxnard, CA 93036**

**Rio District Office (D.O.) Tenant Improvement Project – Solar Dr.
Project #19-0000-1739**

TABLE OF CONTENTS FOR CONTRACT

Section	Description
00400	Agreement for Construction Services
00405	Labor and Material Payment Bond
00410	Performance Bond
00415	Certificate of Workers' Compensation
00417	Drug-Free Workplace Certification
00418	Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus
00419	Contractor Certification Regarding Background Checks
00800	Supplemental Conditions
00810	Insurance Requirements
00811	Insurance Documents and Endorsement

Bond Number: 4428728
Premium: \$24,188.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in Duplicate

PERFORMANCE BOND

District: Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard CA 93036

Project: Rio District Office Tenant Improvements, RFB #19-0000-1739

Bid Package No. & Title:

Contractor (Insert full legal name): Parker Brown, Inc.

Surety (Insert full legal name): SURETEC INSURANCE COMPANY

Penal Sum: Two Million, Four Hundred Fifty Thousand (\$ 2,450,000.00)

WHEREAS, the Project identified above is a public project in accordance with California law, and the above-referenced District (the "Obligee") awarded to the above-referenced Contractor (the "Principal") a contract providing for completion of work contemplated in the above-referenced Bid Package for the Project (the "Contract"); and

WHEREAS, the Contract requires that the Principal furnish a bond to Obligee that ensures the faithful performance of the Principal's obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract, which bond must have a penal sum equal to one hundred percent (100%) of the total amount payable by Obligee to the Principal pursuant to the Contract;

NOW, THEREFORE, we, the Principal and Surety, agree as follows:

1. Principal and Surety are hereby held and firmly bound to Obligee in an amount of lawful money of the United States of America equal to the above-referenced penal sum, which is sum not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract (the "Penal Sum"), and the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

THE CONDITION OF THE FOREGOING PAYMENT OBLIGATION is as follows:

2. If the Principal (or, to the extent permitted by the Contract, its heirs, executors, administrators, successors or assigns) shall fully perform all of the undertakings, terms, covenants, conditions, agreements and other obligations required of the Principal pursuant to the Contract and any amendments thereto, in full and strict conformance with the requirements thereof, and all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

3. A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by Obligee, the payment obligation of this Performance Bond shall remain in full force and effect, in the Penal Sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Contract (including, but not limited to, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and or faulty workmanship, to pay liquidated damages and or to indemnify Obligee or any other party), and the obligation of Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The obligations of Surety pursuant to this Performance Bond are exclusive of and distinct from any obligations Surety may have pursuant to any labor and materials payment bond applicable to the Project.

4. Whenever Obligeo declares the Principal to be in default of its obligations pursuant to the Contract, Obligeo having performed its obligations thereunder, the Surety, promptly within the time required by the Contract, shall remedy the default or, at Obligeo's discretion, shall: (a) complete the work contemplated under the Bid Package in strict accordance with the terms and conditions of the Contract, including, but not limited to, provisions for the times within which the Surety must act; or (b) obtain, or permit Obligeo to obtain, one or more bids or proposals for any and all work required to complete the work contemplated under the Bid Package in strict accordance with the terms and conditions of the Contract, and upon determination of each lowest responsive and responsible bidder or proposer, arrange for such bidder or proposer and Obligeo to enter into a contract and make available as the work progresses sufficient funds, up to and including a total amount equal to the Penal Sum less the balance of the contract amount, to pay the cost of completing the work contemplated by the Bid Package. The term "balance of the contract amount" shall mean the total amount payable by Obligeo to Principal pursuant to the Contract and any amendments thereto, less the amounts thereof previously paid by Obligeo to the Principal.

5. In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (a) absent the express written consent of Obligeo, the Surety shall neither use the Principal nor accept a bid or proposal from the Principal for purposes of completing the work contemplated under the Bid Package; and (b) Obligeo shall have the right, in its reasonable discretion, to reject any contractor or subcontractor that the Surety may propose to fulfill such obligations. In the event Obligeo provides notice to the Surety that the Principal is in default of its obligations pursuant to the Contract and, therefore, the Surety is required, as provided herein, to complete the work contemplated under the Bid Package or to arrange for Obligeo to contract for completion of such work, and, through no fault of Obligeo, the Surety has exceeded the time permitted pursuant to the Contract for doing so, Obligeo may arrange to use replacement contractor(s) selected and contracted for by Obligeo to complete the work contemplated under the Bid Package and, in such event, the Surety's payment and other obligations pursuant to this Performance Bond shall not be thereby diminished or otherwise limited. Notwithstanding anything to the contrary, in the event Obligeo determines that the Principal has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that Principal's performance does not conform with the requirements of the Contract, Obligeo may notify the Surety. In such event, the Surety must make reasonable attempts to assist the Principal to resolve or avoid the default by the Principal. The Surety and Principal expressly agree that neither the giving of such notice by Obligeo nor the giving of such assistance by the Surety shall be deemed or construed to constitute interference by Obligeo or the Surety with the Contract or the ability of the Principal to obtain any bonds in any amounts from any surety insurers.

6. For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

7. Surety shall complete the Surety Information Form, which is attached hereto and incorporated herein by reference, providing general contact information of the Surety, and contact information of two (2) representatives of Surety who are located in southern California and authorized to accept service of process and other official documentation on behalf of Surety.

8. This bond shall be governed by the laws of the State of California. In the event that suit or other proceeding is brought upon this Bond by the Oblige, the Surety shall pay to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorneys' fees. Moreover, in the event of any litigation, the Surety, Principal and any cosigners shall submit to jurisdiction in the superior courts of the County of Ventura or the federal courts located in the County of Los Angeles, as applicable.

9. In issuing this Performance Bond, the Surety certifies to the Oblige that the Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120 and that Surety possesses a certificate of authority from the California Insurance Commissioner authorizing it to write surety insurance defined in California Insurance Code Section 105, and, as applicable, the Treasury Department's most current list.

10. Each person that signs this Performance Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Performance Bond.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Principal and Surety have executed this Instrument this
14th day of August, 2019 2007 by their duly authorized agents or representatives.

"Principal"

Parker Brown, Inc.
Corporate or Individual Name

(Affix Corporate Seal)

Authorized Representative's Signature

Christopher Collier C.O.O.
Authorized Representative's Printed Name and Title

"Surety"

SURETEC INSURANCE COMPANY
Corporate Name

(Affix Corporate Seal)

Authorized Representative's Signature

William Syrkin, Attorney-In-Fact
Authorized Representative's Printed Name and Title

NOTE: Signatures must be notarized. A certified copy of the power of attorney of the Surety's authorized signatory must be attached to this Performance Bond.

SURETY INFORMATION FORM

This form must be completed and submitted with the Performance Bond. Do not leave any information blank.

1. Any claims under this bond may be addressed to:

Name of Surety: SURETEC INSURANCE COMPANY
Address of Surety: 3131 CAMINO DEL RIO NORTH, SUITE 1450, SAN DIEGO, CA 92108
Telephone Number: 619/400-4100

2. Local contact information (please complete for two agents/representatives located in southern California and authorized to receive service of process and other official documents on behalf of Surety):

Agent/Representative for service of process in CA: Millennium Corporate Solutions, LLC
Business Address of Agent/Representative: 550 North Brand Blvd., Suite 1100
Glendale, CA 91203
Telephone Number of Agent/Representative: (818) 844-4125
Facsimile of Agent/Representative: (949) 336-5083
Email of Agent/Representative: WSYRKIN@MCSINS.COM

Agent/Representative for service of process in CA: _____
Business Address of Agent/Representative: _____
Telephone Number of Agent/Representative: _____
Facsimile of Agent/Representative: _____
Email of Agent/Representative: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Syrkin, Richard Adair, Rebecca Haas-Bates

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 19th day of February, A.D. 2019.

State of Texas
County of Harris

ss:

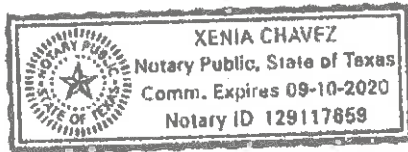


SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., CEO

On this 19th day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of August, 2019, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 6:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

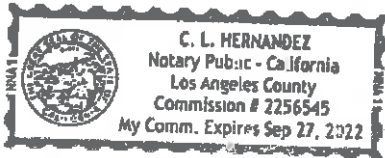
State of California)
County of Los Angeles)

On August 14, 2019 before me, C. L. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared William Syrkin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: SureTec Insurance Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Bond Number: 4428726
Premium Included In Performance Bond
Executed In Duplicate

PAYMENT BOND

District: Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard CA 93036
Project: Rio District Office Tenant Improvements, RFB #19-0000-1739
Bid Package No. & Title: _____
Contractor (insert full legal name): Parker Brown, Inc.
Surety (insert full legal name): SURETEC INSURANCE COMPANY
Penal Sum: Two Million, Four Hundred Fifty Thousand (\$2,450,000.00)

WHEREAS, the Project identified above is a public project in accordance with California law, and the above-referenced District (the "Obligee") awarded to the above-referenced Contractor (the "Principal") a contract providing for completion of work contemplated in the above-referenced Bid Package for the Project (the "Contract"); and

WHEREAS, the Contract and certain provisions set forth in California Civil Code Sections 9550, et seq., require that the Principal furnish a labor and materials payment bond to the District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to pay for materials, labor and other things as required by law, which bond must have a penal sum equal to one hundred percent (100%) of the total amount payable by the District to the Principal pursuant to the Contract (the "Payment Bond"); and

NOW, THEREFORE, we, the Principal and Surety, agree as follows:

1. Principal and Surety are hereby held and firmly bound to Obligee in an amount of lawful money of the United States of America equal to the above-referenced penal sum, which sum is not less than one hundred percent (100%) of the total amount payable by Obligee under the terms of the Contract (the "Penal Sum"), and the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

THE CONDITION OF THIS OBLIGATION is as follows:

2. If the Principal, or any of its heirs, executors, administrators, successors or assigns, or any of its subcontractors, fall in connection with the Project to pay as and when required (a) any of the persons authorized by Civil Code Section 9100 to assert a claim against the Payment Bond, (b) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (c) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Principal or any of its subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the Penal Sum, and also, in case suit is brought upon this Payment Bond, such reasonable attorney's fees as fixed by the court.

3. This Payment Bond shall inure to the benefit of any and all of the persons named in Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

4. Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and Surety shall not be released from its obligations pursuant to this Payment Bond

on account of: (a) any extension of time, change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (b) any rescission or attempted rescission of the Contract or this Payment Bond; (c) any fraud of any person or entity other than fraud of a claimant in making a claim on this Payment Bond; or (d) any breach of any contract by the District, the Principal or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

5. Surety shall complete the Surety Information Form, which is attached hereto and incorporated herein by reference, providing general contact information of the Surety, and contact information of two (2) representatives of Surety who are located in southern California and authorized to accept service of process and other official documentation on behalf of Surety.

6. This bond shall be governed by the laws of the State of California. In the event that suit or other proceeding is brought upon this Bond by the Oblige, the Surety shall pay to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorneys' fees. Moreover, in the event of any litigation, the Surety, Principal and any cosigners shall submit to jurisdiction in the superior courts of the County of Ventura or the federal courts located in the County of Los Angeles, as applicable.

7. In issuing this Performance Bond, the Surety certifies to the Oblige that the Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120 and that Surety possesses a certificate of authority from the California Insurance Commissioner authorizing it to write surety insurance defined in California Insurance Code Section 105, and, as applicable, the Treasury Department's most current list.

8. Each person that signs this Performance Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Performance Bond.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this
14th day of August, 2019, ~~2017~~ by their duly authorized agents or representatives.

"Principal"

Parker Brown, Inc.

Corporate or Individual Name

(Affix Corporate Seal)

Authorized Representative's Signature

Christopher Collier C.O.O.

Authorized Representative's Printed Name and Title

"Surety"

SURETEC INSURANCE COMPANY

Corporate Name

(Affix Corporate Seal)

Authorized Representative's Signature

William Syrkin, Attorney-In-Fact

Authorized Representative's Printed Name and Title

NOTE: Signatures must be notarized. A certified copy of the power of attorney of the Surety's authorized signatory must be attached to this Payment Bond.

SURETY INFORMATION FORM

This form must be completed and submitted with the Payment Bond. Do not leave any information blank.

1. Any claims under this bond may be addressed to:

Name of Surety: SURETEC INSURANCE COMPANY
 Address of Surety: 3131 CAMINO DEL RIO NORTH, SUITE 1450, SAN DIEGO, CA 92108
 Telephone Number: 619/400-4100

2. Local contact information (please complete for two agents/representatives located in southern California and authorized to receive service of process and other official documents):

Agent/Representative for service of process in CA: Millennium Corporate Solutions, LLC
 Business Address of Agent/Representative: 550 North Brand Blvd., Suite 1100
Glendale, CA 91203
 Telephone Number of Agent/Representative: (818) 844-4125
 Facsimile of Agent/Representative: (949) 338-5083
 Email of Agent/Representative: WSYRKIN@MCSINS.COM

Agent/Representative for service of process in CA: _____
 Business Address of Agent/Representative: _____
 Telephone Number of Agent/Representative: _____
 Facsimile of Agent/Representative: _____
 Email of Agent/Representative: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Syrkin, Richard Adair, Rebecca Haas-Bates

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adapted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 19th day of February, A.D. 2019.

State of Texas
County of Harris

ss:

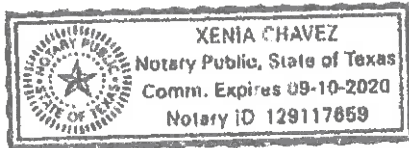


SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., CEO

On this 19th day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of August, 2019, A.D.

M Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

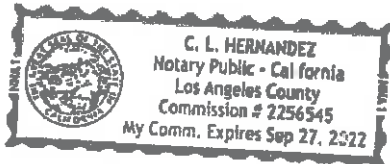
State of California)
County of Los Angeles)

On August 14, 2019 before me, C. L. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared William Syrkin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: SureTec Insurance Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SECTION 00415

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Dennis DeGennaro the Insurance Agent / Broker
(Name) (Title)

of Parker Brown Inc, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700 (a) and (b) provide:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

2. I am aware that the provisions of California Labor Code Section 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

By: 
(Signature)

08/08/2019
(Date)

END OF SECTION

endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: Dennis DeGennaro - Agent
(Title) (Department)
DeGennaro Insurance Inc.
(Company)
516 Pennsfield Place., Ste. 203
(Street Address)
Thousand Oaks CA 91360
(City) (State) (Zip Code)
(805) 379-3899
(Telephone Number)

Date: 08/08/2019

Robert Brown, Inc.
Contractor

By: 
Signature

END OF SECTION

SECTION 00417

DRUG-FREE WORKPLACE CERTIFICATION

I, Christopher Collier, am the C.O.O. of
(Print Name) (Title)

Parker Brown Inc. ("Contractor"). I declare, state and certify to all of the following:

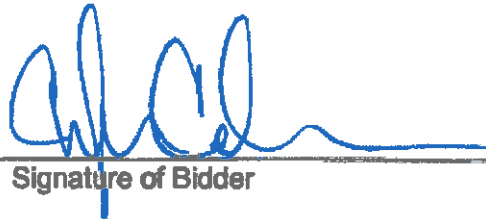
1. I am aware of the provisions and requirements of California Government Code Sections 8350, *et seq.*, the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code Sections 8355, *et seq.*, by, *inter alia*, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and

to implement the requirements of California Government Code Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code Sections 8350, *et seq.*

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code Sections 8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Carson Park, CA this 14th day of August, 2019.
(City and State)



Signature of Bidder

Christopher Collier

Handwritten or Typed Name

END OF SECTION

SECTION 00418

**CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy which prohibits the use and being under the influence of alcoholic beverages and tobacco products at any time on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Date: 8/14/2019

Parker Brown, Inc.
Contractor
By: [Signature]
Signature

END OF SECTION

SECTION 00419

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

Parker Brown, Inc. certifies that it has performed the following:
[Contractor]

Pursuant to Education Code Section 45125.1, the Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to Rio School District, pursuant to the contract/purchase order, dated 8/14/2017, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

AND

Pursuant to Education Code Section 45125.2, the Contractor will ensure the safety of pupils by one or more of the following methods:

- (1) The installation of a physical barrier at the worksite to limit contact with pupils.
- (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: August 14, 2019

Parker Brown, Inc.
[Contractor]
Christopher Collins
By its: C.O.O.

END OF SECTION

SECTION 00800

SUPPLEMENTAL CONDITIONS (revised 8-05-19)

1. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Contractor to Proceed, **August 19th, 2019**, and shall be substantially completed by **December 6th, 2019**. Dates are subject to contractor agreement due to withdrawal of low bidder. (Reference Article 7 of the General Conditions).
2. **Major Milestones.** The following major milestones shall be achieved by the Contractor for: Rio D.O. Renovation (TI) Project #19-0000-1739

Milestone No. 1 - Project Submittals: Submission of any and all non-material and all materials or products Submittals of any kind including: any and all shop drawings and related submittals, hardware submittals and shop drawings, Project schedule, material delivery schedule and other submittals for any item or products being utilized or required on this Project as required or indicated in any or all specification sections to complete the Work along with any submittals required under specification section 00750 Site Safety & Health Plan shall be submitted no later than fourteen (14) calendar days after the Notice of Award for each specification section for submittals as required as a part of this Project. The District reserves the right to terminate the Contract with Contractor if Milestone No. 1 for the submission of major submittals is not submitted by the awarded Contractor within or by the fourteenth (14th) day from the date of the Notice of Award. (Contractor acknowledges the requirements with compliance to Milestone No. 1 upon submission of bid.)

Milestone No. 2 - Approval of Submittals. All Submittals must be approved no later than September 20th, 2019 and all materials must be the delivery to and stored at the site ready for installation no later than September 20th, 2019 to be ready for all Work to begin for the Project.

Milestone No. 3 – Substantial Completion of all Work. Substantial Completion of the Work must be accomplished no later than December 6, 2019

Milestone No. 4 - "Project Close Out." Contractor shall provide all close out documentation including operations and maintenance manuals and any other items required by this Contract. Contractor and District shall conduct a final walk through verifying Project close out and completion and confirmation no punch list or other Contract required items of work remain for the Project no later than December 13, 2019.

3. **Liquidated Damages:** The Contractor shall be subject to the following liquidated damages (reference Article 7.5 of the General Conditions):
 - a. **Delayed Major Milestones.** Liquidated damages for delay in completion of the work on the above-mentioned Milestones are as follow:
 - i. **For Milestone No. 2 – The per diem assessment of Liquidated Damages for Contractor's delay is Five Hundred Dollars (\$500.00) per day for any incomplete submission of any remaining project required submittals not submitted after the date stated in No. 2. Liquidated Damages shall apply beyond the stated date until receipt of all Project submittals has been**

completed and acknowledged and accepted in writing by District for submittal approval.

The per diem assessment of Liquidated Damages for Contractor's delay in material deliveries not delivered by August 19th, 2019 is Five Hundred Dollars (\$500.00) per day per until completed and acknowledged and accepted in writing by District confirming that the delivery of all materials by the Contractor has been acknowledged as received at the Site and is stored and ready for installation in accordance with Contract Documents.

- ii. **For Milestone No. 3** – The per diem assessment of Liquidated Damages for Contractor's delay is an additional **One Thousand Five Hundred Dollars (\$1,500.00) per day per** until acceptance by District for the Project being substantially complete in accordance with Contract Documents.
 - iii. **For Milestone No. 4** – The per diem assessment of Liquidated Damages for Contractor's delay is **Five Hundred Dollars (\$500.00) additional per day per** until acceptance by District for the Project being deemed as completed and closed out in accordance with Contract Documents.
4. **Drawings and Specifications.** The number of sets of the Drawings and Specifications, which the District will provide to the awarded Contractor, pursuant to Article 2.1.2 of the General Conditions, is two (2) sets of specifications with plans to Contractor and one (1) electronic copy for Contractor to make copies for distribution to each listed Subcontractor. The Contractor may procure additional sets of Contract Documents at their discretion. The cost for additional copies of the Contract Documents shall be the Contractor's responsibility to pay.
5. **Insurance.**
- a. **Contractor's Insurance.** (SEE SPECIFICATION SECTION 00810 FOR NEW INSURANCE REQUIREMENTS)
 - b. **Builders' Risk Insurance.** (SEE SPECIFICATION SECTION 00810 FOR NEW INSURANCE REQUIREMENTS) In accordance with Article 6.3 of the General Conditions, coverage shall be provided for the full insurable value of the Work. Coverage for the perils of earthquakes is to be included within the scope of coverage under the builder's risk insurance policy.
 - c. **Certificates of Insurance.** Certificates of insurance shall clearly state that the **Rio School District and the Oxnard Union High School District**, are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
6. **Number of Contract Documents.** The number of original executed copies of the Agreement is two (2), the number of original performance bonds and payment bonds required is two (2).
7. **Working Hours.** Working hours shall be as follows:

Work hours are subject to standard construction hours per the noise ordinance set by the County of Ventura. Contractor is expected to work weekends, evenings and holidays, as necessary, to complete the Work within the specified time of completion without any additional cost to the District. (Reference General Conditions Article 7.2.1 and Specification Section 01010, Article 1.09)

The working hours for this Contract beginning August 19th, 2019 are 7 a.m. to 7 p.m. Monday through Friday and 7 a.m. to 7 p.m. Saturdays & Sundays for the months of August, September, October, and December are 8:00am to 5:00pm. The entire building empty so all work hours are available upon request.

Notice to Contractor:

Upon submission of bid, Contractor agrees to commit and comply with and is fully aware that the Project may require a large workforce and **mandatory overtime and weekend work to complete the Project on time according to the Contract Documents related to meeting the Project close out date per Milestone No. 4 may be required at no cost to the district.**

Bidding/awarded Contractor shall include all costs in their bid for any and all overtime and weekend work required along with any requirement for any increased manpower or workforce to complete the Project on time. No additional costs will be accepted by the District for overtime or weekend work or an increased workforce to complete the Project on time according to Milestone No. 4. Bidding/awarded Contractor agrees upon submission of bid/award to refund to the District a credit/cost of two thousand dollars (\$2,000.00) for each Saturday the Contractor does not have a **full and complete working crew including management** onsite completing the Work to meet Milestone No 4. (Project close out)

No Sunday Work shall be allowed unless approved by the District forty-eight (48) hours in advance.

8. **Security.** In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:
 - a. **Keys.** The Contractor's site supervisor for each work authorization may be issued a key for that Site at the beginning of the Work. The key must not be duplicated, and the Contractor is responsible for returning the key to the District when the Work at the Site is completed. Refer to 00700, Article 4.13 for additional information and security deposit requirements.
 - b. **Project Site Security and Locked Door Policy.** No Site, or building or room on the Site, shall be left unsecured for any period of time when not occupied by the Contractor.

9. **Mark-ups on Changes to the Work.** In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for Contractor's plus Subcontractor's overhead (including home and field office overhead), general conditions costs and profit, shall not exceed twenty-seven percent (27%) of the direct actual costs for performance

of the Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. The foregoing limitation on mark-ups shall apply regardless of the number of Subcontractors, of any tier, performing any portion of such Change to the Work. In addition to the foregoing, Contractor may add a bond premium of no greater than one percent (1%) of the actual direct costs for performance of the Change and the maximum allowable mark-up for overhead, general conditions and profit. Contractor may add an insurance premium fee of no greater than one percent (1%) of the actual direct costs for performance of the Change and the maximum allowable mark-up for overhead, general conditions and profit.

Mark-ups on Change Orders

Net Amount of Each Change Order	Various Types of Change Orders	Combined Contractor and Subcontractor's	
		Overhead & Profit (OH&P)	Bond
Amount > 0	Entire Change Order Additive and Subcontractor performs the Work	15%	1%
	Net Result of Change Order Additive and Subcontractor performs the Work	10% sub 5% GC	
Amount > 0	Entire Change Order Additive and Contractor performs the Work	10%	1%
	Net Result of Change Order Additive and Contractor performs the Work		
Amount < 0	Entire Change Order is Deductive.	None Deducted	1%

10. Allowances

The following allowances are in addition to the scope of the Work as defined in the Contract Documents and the Contractor shall add all allowances to complete the Work and shall include the total Allowances amount in the bid lump sum amount (Refer to Bid Form, Section 00210).

List of Allowances

Item	Description	Amount (\$)
1		None
2		None
Total Allowances		None

The District may utilize the above allowances up to the total amount during the course of construction by issuing a Work order(s) to the Contractor. A deductive Change Order will be issued at the completion of the Work to return the balance of the unused allowances to the District. Upon incorporation of the Work described in each Work order, the Contractor will be paid out of the allowance fund as a line item included in the Contractor's payment application.

11. Catering Trucks. Catering trucks are allowed.

12. **Contractor's Superintendent Assigned to the Project. The Contractor's Superintendent (i.e., project manager/foreman) shall not perform construction labor work. This prohibition is a requirement.** The resume/work qualification of the Contractor's Superintendent must be submitted and approved by the District prior to the start of the Project. The Contractor shall not replace, reassign, or share the Contractor's Superintendent with any other projects until all Work has been completed to the satisfaction of the District. The District reserves the right after notification to deduct a cost from the Contract for the Contractor's Superintendent's absence on the Project/job site in the amount of one thousand five hundred dollars (\$1,500.00) per occurrence. (See Section 00100-Instructions to Bidders, Item #41.) The District also reserves the right to have the Contractor's Superintendent removed and replaced at its discretion due to the individual's lack of performance, knowledge or experience required of such position.
13. **Documents at Site. (Also See Specification Section 00700 General Conditions, 4.12 Maintenance of Documents, Subsections 4.12.1 Documents at site, 4.12.2 Maintenance of Record Documents) (REQUIRED)** The Contractor is to maintain a published copy of Title 24, Part 2 of the California Code of Regulations that applies to the Work of the Project. For Projects which include HVAC, the Contractor shall also maintain a published copy of the latest edition of Sheet Metal and Air Conditioning Contractors National Association Manual (SMACNA) requirements onsite at all times. All other building and other codes that are available through Internet access do not need to be onsite, if, and only if, the Contractor has an Internet connection available onsite. Contractor shall also have onsite at all times an "AS-BUILT SET OF CONTRACT DRAWINGS" showing all changes of any kind to the Contract Documents for review by the District, Architect, and Inspector of Record ("IOR"). Contractor will be required to continuously update the set of drawings each day showing any changes that have been made during the course of construction on the Project. Contractor, District, IOR, and Architect will review the "AS-BUILT SET OF CONTRACT DRAWINGS" prior to the approval of any monthly invoice or application for payment being processed. No monthly application for payment or invoice for Work shall be processed until the "AS-BUILT SET OF CONTRACT DRAWINGS" has been completely updated to the date of the Invoice or application for payment being submitted. There are no exceptions to these requirements.
14. **Lead Paint Removal. N/A**
15. **Roofing.** Any damage to roofing material or structure due to the installation of the 2 condensing units (split-units) are at the contractors responsibility.
16. **District Representative.** Ken Hinge is the District Representative for the Project. All Project communications between the Contractor, the Architect, and the District shall be in writing and through Ken Hinge at kenhinge@kenco-inc.com
17. **Final Survey Certification. N/A**
18. **Weather. N/A**

19. **Overhead Expense Rate:** Upon the District's request, the Contractor shall submit a complete expense report to the District Representative. The report shall include related cost as described in General Condition - Section 00700, Article 7.4.
20. **Daily Extra Work Sheets: (REQUIRED)** For any additional Work performed on a time-and-materials basis ("T&M"), Contractor must complete daily extra work sheets ("DEWS") and have signed by the District Representative on a daily basis. DEWS are to be submitted to the District Representative within twenty-four (24) hours of performance of the Work for review, acceptance and signatures. The District reserves the right to reject DEWS that are not submitted within the allotted time. In order not to delay the Work progress, resulting from unforeseen conditions associated with change order work, Contractor when directed in writing by the District Representative, shall proceed with the T & M work. The Contractor shall notify the IOR and District Representative before beginning, and again upon completion of any and all daily extra work and the end of that day in which the work related to the T & M was performed, Contractor shall obtain the signature of the District Representative on the DEWS within one (1) day (not later than twenty-four (24) hours) after each days extra work is performed. (MANDATORY/REQUIRED)
21. **Trenching Plan:** N/A
22. **Existing Shut-Off Valve Locations: (REQUIRED)** Contractor must submit to the District's Representative, within ten (10) days after the notice to proceed date, a drawing showing the existing shut-off valve locations for gas and water inside the Site. The Contractor must maintain immediate access to shut the valves off in an emergency, which may include the addition of daisy-chain locks, and shall post the approved drawing in the Contractor's onsite construction office.
23. **Completion of the Contractor Punch List: (REQUIRED BY CONTRACTOR PRIOR TO DISTRICT-ISSUED PUNCH LIST)** Prior to achieving Substantial Completion and prior to the District's consultant punch list walk, the Contractor shall prepare a Contractor's punch list of outstanding and corrective work and submit it to the District Representative along with any outstanding payment requests for Work completed up to one hundred percent (100%), less retention. The Contractor shall make repairs and corrections and deliver to the District Representative a signed copy of the Contractor's punch list indicating all Work has been completed. The District may consent to reduce the contract retention withheld to five percent (5%) upon completion of the Contractor's punch list work. No payment requests will be processed without the Contractor's punch list attached.
24. **Completion of the Project Punch List:** Upon receipt of Contractor's signed punch list indicating all Work is complete, the District's consultants and District Representative shall generate and transmit to the Contractor, the Project punch list. A punch list completion walk with the District's consultants and District's Representative shall be scheduled thirty (30) days after the Project punch list is issued to the Contractor. The Contractor has twenty-nine (29) days from the date of receipt of the Project punch list to complete or correct the items noted therein. Failure to complete the Work noted on the Project punch list subjects the District to extended costs from the Architect, Consultants, IOR, and construction management staff. The Contractor shall be liable for all costs

associated with extended Project duration in accordance with General Conditions, Article 7.2.5. All costs accrued by the District resulting from the extended Project duration due to failure of Contractor to diligently work on correcting the Project punch list items shall be back-charged to the Contractor and deducted from the Contractor's final retention funds.

25. **Scheduler Qualification:** Contractor shall submit a resume identifying relevant experience of the proposed scheduler within one (1) week after receipt of the Notice of Award. Contractor shall retain a full-time scheduler who has a minimum of five (5) years direct experience using the latest in automated scheduling systems. Scheduler shall cooperate with the District Representative and be available on a full-time basis for continuously monitoring, maintaining and updating the schedule. The District has the right to disapprove of the proposed scheduler based upon insufficient experience and Contractor shall propose another scheduler meeting the stated experience requirement. The District retains the right to withhold progress payments until Contractor submits a resume for a scheduler meeting the experience requirement stated herein. (See also Specification Section 00700 General Conditions, Section 7.3 Progress Schedule and All Sub Sections from 7.3.1 to 7.3.6.)
26. **Protection from Theft:** Contractor shall protect all items within the boundaries of the Site and within classrooms, office spaces, and storage rooms from theft. Contractor shall be responsible for locking and securing the rooms and site each day. Contractor shall be responsible for the replacement cost of items stolen.
27. **Prevailing Wages:** This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all Subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit (DIR) at least monthly, or within ten (10) days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit. Pursuant to 8 CCR 16463(e), the District may withhold Contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that a Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.
28. **Beneficial Occupancy.** For the purposes of these specifications, "Beneficial Occupancy" is defined as the necessary occupancy of the facility or any portion of the Work by District staff or students, for its intended purpose, whether or not Substantial Completion has occurred. Beneficial Occupancy does not relieve the Contractor of potential or actual liquidated damages if, in the opinion of the Architect, District Inspector, and District Representative, the Work is not substantially complete within the Contract time.

29. **Delivery Order Durations. (This section applies to IQ contracts only.)** Each delivery order shall include the number of calendar days to complete the Work contained within that delivery order. Failure to complete a delivery order within the specified time excluding any District approved time extensions shall subject the Contractor to the assessment of liquidated damages.

30. **Project Reporting and Record Keeping by Awarded Contractor (Mandatory Project Daily Report and Sign In Sheet)** As a part of this Bid and Project, the District has made it a mandatory requirement that the awarded Contractor and their Subcontractors-vendors or specialty trades submit to the District on a daily basis and no later than at the end of each work day (no later than 12 Midnight of that day), a **completed** hard copy original document type **daily report** of that day's Work activities that were performed on Site by the awarded Contractor, any Subcontractors or vendors and specialty trades. (See Specification Section 00100 Instructions to Bidders, Item #41 for Full Description/Requirement)

31. **Mandatory Registration with the Department of Industrial Relations.** Senate Bill 854 requires all contractors and subcontractors submitting bids on public works projects to be registered with the Department of Industrial Relations ("DIR") for purposes of labor compliance. All contractors and subcontractors must submit proof of valid, accurate, and current DIR registration with their bid. Rio School District will not accept bids from any contractors or subcontractors who are not registered with the DIR at the time the bid is submitted. All contractors and subcontractors who submit a bid without demonstrating proof of a valid, accurate, and current DIR registration number at the time of bid will have their bids rejected as non-responsive. All contractors must affirmatively acknowledge their obligation not to hire subcontractors who lack an accurate, valid DIR registration number.

END OF SECTION

SECTION 00810

INSURANCE REQUIREMENTS

(1) General Insurance Requirements

(a) Neither the Contractor¹ nor any Subcontractors shall commence the Work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the Rio School District as to limit, form, and amount, and ***shall be placed with insurers with a current A.M. Best's rating of no less than A:VII Admitted or A:VIII Non-Admitted.***

(b) Any insurance furnished by Contractor hereunder, including, without limitation, all completed operations liability coverage, shall be maintained after completion of the Project for the full guarantee period.

(c) Prior to execution of the Contract, the Contractor shall furnish the District with original endorsements creating or effecting coverage for all policies required by the Contract. The Contractor shall not permit any Subcontractor to commence Work on the Project until such Subcontractor has furnished the District with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms approved by the District. The District may require the Contractor or any Subcontractor to furnish complete certified copies of all insurance policies affecting the coverage required by the Contract within ten (10) business days after request.

(d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

(e) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the District and the Architect.

(f) The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the Contractor's liability arising out of or relating to the performance of the Work or related activities.

(2) Specific Insurance Requirements. The Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance of Work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the District. The maintenance by the Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of this

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.

Contract. The failure of the Contractor or any Subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this contract.

(a) Workers' Compensation and Employers' Liability Insurance. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

Contractor shall procure and maintain, during the life of this Contract, workers' compensation insurance and employers' liability insurance for all of its employees engaged in Work under this Contract, on/or at the Site. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain workers' compensation insurance and employers' liability insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the workers' compensation insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

(b) Commercial General and Automobile Liability Insurance. This insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations of equipment of the Insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence with an aggregate no less than **TWO MILLION DOLLARS (\$2,000,000.00)** as required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles over twenty-five thousand dollars (\$25,000.00) must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

Subcontractors shall be required to carry the same type of insurance identified in the prior paragraph but the amount of Subcontractor insurance coverage shall not be less than **One Million Dollars (\$1,000,000.00)** per occurrence with an aggregate no less than the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three (3).

The commercial general and automobile liability insurance coverage shall also include the following:

(i) Provision or endorsement naming the District, the Architect and its consultants, and each of their officers, officials, employees, and agents, each as additional insureds with respect to any potential liability arising out of the performance of any Work (ongoing or completed operations) under the Contract, and providing that such insurance is primary insurance as respects the interest of the District and Architect, and that any other

insurance, risk pool membership, or other liability protection maintained by the District or maintained by the Architect is excess to the insurance required hereunder, and shall not be called upon to contribute to any loss unless and until all limits available under the contractor's and subcontractor's insurance policy/policies have been paid. Any and all coverage available to the Contractor (named insured) shall be applicable to the District, the Architect and its consultants, and each of their officers, officials, employees, and agents (each additional insureds).

(ii) "Separation of insureds" clause.

(iii) Broad form property damage, personal injury, contractual liability, and completed operations coverages, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.

(iv) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, that set forth in Section 4, Indemnity and Litigation Costs, hereof.

(v) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

(vi) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Commercial Excess or Umbrella Liability Insurance. Contractor may procure and maintain, during the life of the Contract, an excess or umbrella liability insurance policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

All such policies shall be written on an occurrence form. There shall be no difference in coverage conditions between the per occurrence amount of any underlying policy and the start of the coverage under the excess or umbrella liability insurance policy. Any excess or umbrella liability insurance policy shall protect Contractor, District, state, construction manager(s), District Representative, project manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplemental Conditions (if any), and that complies with all requirements for commercial general liability and automobile liability and employers' liability insurance.

(d) Builder's Risk/Deductible Insurance - The Rio District and the Oxnard Union High School District shall maintain and cause to be maintained fire insurance for direct physical loss or damage excluding earthquake, flood and other perils (copy of owner's policy available upon request) on all Work to which the Contract applies for the insurable value thereof with a deductible clause not to exceed the first twenty-five thousand dollars (\$25,000.00) of each loss, including items of labor and materials connected therewith, whether in or adjacent to the structure insured; materials in place or to be used as part of the permanent construction; temporary structures, miscellaneous materials and supplies incidental to the Work. Both

District's property insurance does not cover anything not specifically named above and does not include Contractor's tools, tools owned by mechanics, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor or Subcontractors, the capital value of which is not included in the Work. (Contractors or Subcontractors are responsible for insuring the property until it is accepted for delivery at the Site). Contractor shall be responsible for any damages and shall insure their interest for payment of damages to the Work caused by perils insured by the District, up to the twenty-five thousand dollars (\$25,000.00) deductible, and shall be additionally responsible for any damage to the structure or stored materials if caused by improperly installed or unprotected work of this contract and any damages to the project, the work, the materials, or contractor's tools, equipment, scaffolding, staging, towers and forms not covered by the District's insurance; provided that if such damage is caused by earthquake, and Contractor has installed the damaged work in accordance with applicable building standards and the contract documents, then Contractor's liability shall be limited to five percent (5%) of the amount of this Contract, in accordance with Public Contract Code section 7105.

(e) Pollution Liability Insurance (NOT REQUIRED FOR THIS CONTRACT)

(i) Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State of California, District Representative, and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

(ii) Contractor shall warrant that any retroactive date applicable to coverage under the policy predates the effective date of this Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

(iii) If Contractor is responsible for removing any pollutants from the Site, then Contractor shall ensure that any automobile, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the Site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

(3) **Insurance Policy Limits** - Unless different limits are indicated in the Supplemental Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability (CGL)	General Liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate
	Product Liability and Completed Operations	\$1,000,000 per occurrence; \$2,000,000 separate aggregate
Automobile Liability – Any Auto (AL)	Combined Single Limit	\$1,000,000 each accident
Commercial Excess or Umbrella Liability	Excess Following Form or Broader Umbrella than underlying CGL or AL policy	\$4,000,000 per occurrence and aggregate limit
Workers' Compensation		Statutory limits pursuant to State law
Workers' Compensation -Employers' Liability	BI per accident BI per disease BI by disease	\$1,000,000 per claim \$1,000,000 per accident \$1,000,000 each employee
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability	NOT REQUIRED FOR THIS CONTRACT	\$1,000,000 per claim; \$2,000,000 aggregate

(4) Indemnity and Litigation Costs

(a) To the furthest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the Rio District, keep and hold harmless the District, the Architect, and the Oxnard Union High School District, their consultants and separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and, without limitation, any stop payment notice actions or liens, including liens by the California Department of Industrial Relations.

(b) The Contractor shall give prompt notice to the Rio District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

(c) In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(d) The Rio District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and District Representative have received written agreement from the

Contractor that they will unconditionally defend the District, Architect and District Representative, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

(e) The defense and indemnification obligations hereunder shall survive the completion of the Work, including the warranty/guarantee period, and/or the termination of the Agreement.

(5) Protection of Work

(a) The Contractor shall be responsible for the care of all Work until completion and final acceptance; and the Contractor shall, at its own expense replace non-builder's risk damaged or lost material and repair non-builder's risk damaged parts of the Work or the same may be done at the Contractor's expense by the District and the Contractor and its sureties shall be liable therefor for non-builder's risk damage. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. Sections 1(e) and 1(g)(4) control risks and coverage relating to builder's risk damage. Contractors or Subcontractors are responsible for insuring the property until it is accepted for delivery at the Site.

(b) The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

(c) The wearing of hard hats will be mandatory at all times for all personnel on the Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

(d) Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.

(e) Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

(f) The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

(g) Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

(h) Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where the Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

(i) Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

(j) Contractor shall designate a responsible person from its company on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to the District.

(k) Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

(l) Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

(m) In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

(n) All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by the District.

(o) All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

(p) Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

(q) The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as

required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

(r) Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

(s) Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber the Site or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on the Site.

(t) Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Contractor to permanently remove non-complying persons from the Site.

(u) Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

(v) In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in the adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

(w) The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops, and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times.

Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Architect. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. It shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

(x) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventive measures as directed by the Architect.

(y) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.

(z) The Contractor shall see that the Site is kept drained and free of all standing water and any other water which may impede the progress or execution of the Contract work.

(aa) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

(ab) In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Architect, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under the General Conditions. Should the Architect deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Architect. The decision of the Architect in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under the General Conditions.

(ac) Except as provided by Government Code Section 4215, *et seq.*, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of the General Conditions, if so directed by the Architect and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the Contract Documents, it shall immediately notify the Architect in writing.

(ad) Subject to the provisions of this Section, where the work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

(6) Accidents

(a) The Contractor shall provide and maintain, in accordance with Labor Code Section 6708 and Occupational Safety and Health Administration requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the Work.

(b) The Contractor shall promptly report in writing to the District all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, the accident shall be reported immediately by telephone or messenger to the District and the Architect.

(c) If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

(7) Waiver

No action or failure to act by the District, the Architect, or any other District representative, or by the Contractor, shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

(8) Entire Agreement; Amendment

The Contract Documents represent and constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a writing executed by both parties hereto or by a written Change Order issued in accordance with the terms and provisions hereof or as otherwise expressly provided herein (including, without limitation, by the issuance of an Architect.

END OF SECTION

SECTION 00811

INSURANCE DOCUMENTS AND ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Rio School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 5 of the General Conditions.

1. General Liability Insurance. Certificate of Insurance with all specific insurance coverages set forth in Article 5 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of thirty (30) days' cancellation notice. Bidder shall also provide required additional insured endorsements designating all parties required in Article 5 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85) or ISO CG 20 37 (10/01) or their equivalent as determined by the District.

Incidents and claims are to be reported to the insurer at:

Attn: Dennis DeGennaro - Agent
(Title) (Department)

DeGennaro Insurance Inc
(Company)

516 Pennsfield Place., Ste. 203
(Street Address)

Thousand Oaks, CA. 91360
(City) (State) (Zip Code)

(805) 379-3899
(Telephone Number)

2. Worker's Compensation/Employer's Liability Insurance. Certificate of Worker's Compensation insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of thirty (30) days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance. Certificate of Automobile Insurance meeting the coverage's and requirements set forth in Article 5 of the General Conditions, minimum thirty (30) days' cancellation notice, any applicable

endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: DENNIS DEGENARO - Agent
(Title) (Department)

DEGENARO INSURANCE
(Company)

514 PENNSFIELD PLACE STE 203
(Street Address)

THOUSAND OAKS CA 91360
(City) (State) (Zip Code)

(805) 379-5577
(Telephone Number)

Date: 8/14/19

Parker Brown Inc.
Contractor

By: [Signature]
Signature

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

RECEIVED

AUG 09 2019

DATE (MM/DD/YYYY)
08/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DG Insurance / DeGennaro Insurance Inc. 516 Pennsfield Place, Suite 203 Thousand Oaks, CA 91360 License #: 0G72965 / 0E24624	CONTACT NAME: Dennis DeGennaro	
	PHONE (A/C No. Ext): (805)379-3899	FAX (A/C No): (805)379-2365
	E-MAIL ADDRESS: dennis@dgbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Parker Brown Inc 6727 Variel Ave Canoga Park, CA 91303-2811	INSURER A: Mt. Hawley	
	INSURER B: Mercury	38342
	INSURER C: Cypress Insurance Company	10953
	INSURER D: Tokio Marine Specialty	23880
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000000-1497901 REVISION NUMBER: 48

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSD	WDV		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MGL0189309	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	BA040000032333	03/15/2019	03/15/2020	COMBINED SINGLE LIMIT (Ea Person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$	Y	Y	MXL0425932	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PAWC918432	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractor Pollution			PPK1889453	10/09/2018	10/09/2019	Each Occ / Agg 1M / 2M
D	Prof Liab			PPK1889463	10/09/2018	10/09/2019	Occ / Agg 1M / 2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


When required by written contract, certificate holder and any entities listed are named as additional insured per attached endorsement(s).

30 Written Notice of Cancellation.

Rio School District and The Oxnard Union High School District

CERTIFICATE HOLDER

CANCELLATION

Rio School District and The Oxnard Union High School District 2500 Vineyard Ave. Oxnard, CA 93036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (DJD)
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