

10.2

**Agenda Item Details**

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Special Board Meeting of February 12, 2020
Access	Public
Type	Action (Consent), Minutes

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.



**Rio School District
Minutes
Special Board Meeting
February 12, 2020
District Office
1800 Solar Drive
Oxnard, CA 93036
Closed Session: 5:30 p.m.
Open Session: 6:30 p.m.**

Members present

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

1. Preliminary Business- 5:30 p.m.

1.1 Call to Order-5:30 p.m

President Aguilar convened the meeting a 5:31 p.m.

1.2 Pledge of Allegiance

President Aguilar led the pledge of allegiance.

1.3 Roll Call

Trustee Torres called the roll all present, Trustee Martinez-Cortes arrived at

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections or corrections made to the agenda.

2.2 Approval of the Agenda

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Edith Martinez-Cortes

3. Public Comment-Closed Session

There were no public comments for closed session.

4. Closed Session

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: 1.

4.3 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment.

5. Communications

5.1 Reconvene Open Session and Report of Closed Session

The Governing Board reconvened into open session at 6:40 p.m.

Jacquelyn Ruffin, Legal Counsel, read the following action took place during closed session:

Pursuant to Government Code Section 54957.1, the Board is publicly reporting action taken on items 4.1 and 4.2 of the agenda. These closed session matters concern a dispute between the District and RAN Enterprises, Inc., the HVAC contractor for Phase 1 construction at the Rio delSol Academy. RAN's original contract price was \$1,648,000. At the end of phase 1 of the project, RAN filed a Government Claims Act claim for \$906,250 in rejected change orders. Additionally, the District asserted various claims against RAN. The Board previously approved draft settlement agreement with RAN and directed legal counsel to finalize the settlement agreement. The RAN agreement states that the District will pay RAN \$330,000 in full settlement of the disputed change orders and the District's claims against RAN, with a \$40,000 contribution from the District's architect, Architecture for Education. Tonight, the Board voted to approve a separate agreement with the District's construction manager, Balfour Beatty Construction, whereby the construction manager will contribute \$110,000 to the RAN settlement. Therefore, the District's total liability with respect to this matter is \$180,000.

The Board's vote by roll call was unanimous.

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

Public comments were heard from Richard Solis, Alejandro Sandoval, Alejandro Vargas, and Leonel Carrizales.

6. Information/Action

6.1 Master Plan Workshop

Wael Saleh, Assistant Superintendent of Business Services, began by reviewing the projects that are currently in progress, have been completed or are scheduled to begin. A list of priorities were also presented that were given to Mr. Saleh and Oscar Hernandez, Assistant Superintendent of Educational Services, received when they visited sites and met with staffs.

Discussions continued as to the cost and how the Governing Board would like the board to proceed and provide staff recommendations to the next projects.

6.2 2020 Phase II Project List Approval

The Governing Board began discussion regarding Phase II project list and asked for direction on next steps. Following discussion the Governing Board directed staff to make HVAC throughout the district and develop a plan to begin the process.

7. Adjournment

7.1 Adjournment

President Aguilar adjourned the meeting at 8:32 p.m.

Approved on this 18th day March, 2019.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.3



Agenda Item Details

Meeting Mar 18, 2020 - RSD Regular Board Meeting
Category 10. Consent
Subject 10.3 Minutes of the Regular Board Meeting of February 19, 2020
Access Public
Type Minutes

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



EDUCATING LEARNERS FOR THE 21ST CENTURY

**Rio School District
Minutes
Regular Board Meeting
February 19, 2020
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

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

1. Open Session 5:00 p.m.

1.1 Call to Order

President Aguilar convened the meeting at 5:01 p.m.

1.2 Pledge of Allegiance

President Aguilar led the flag salute.

1.3 Roll Call

Trustee Torres called the roll; Trustee Esquivel and Martinez Cortes arrived late.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

President Aguilar pulled the following items from the agenda:

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

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

4.4 Conference with Real Property Negotiators, pursuant to Government Code 54956.8
Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment.

Trustee Torres tabled the following items from the agenda:

9.1 Approval of Single Plan for Student Achievement for all Nine Rio Schools and 9.4 Approval of the 19/20 School Safety Plans.

2.2 Approval of the Agenda

Staff recommends approval as amended.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar

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

3. Public Comment-Closed Session

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

There were no public comments on closed session items.

President Aguilar adjourned the meeting into closed session at 5:05 p.m.

4. Closed Session

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: 1.

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

4.4 Conference with Real Property Negotiators, pursuant to Government Code 54956.8
Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment.

4.5 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Expulsion of Students 6008720

4.6 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2019/20 and 2020/2021

4.7 Public Employee Discipline/Dismissal/Release [Gov. Code 54947]

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

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

6. Presentations/Recognitions

6.1 Report of Closed Session

President Aguilar reconvened the meeting at 6:37 p.m.

The following action took place during closed session:

On a vote of 5-0, the board took action to non-reelect and to provide notice pursuant to EC 44929.21 to employee numbers: 3562, 3566 and 3563.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

Trustee Torres read an email she received from Carmen Ramirez.

7.2 Board Member Reports

Board member reports were heard from Trustee Torres, Eisenhauer, Esquivel and President Aguilar.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, President of RTA.

7.4 Superintendent Report

Superintendent Puglisi reported on the Trimester One Literacy Report. The Governing Board were provided with copies of each individual sites Literacy Plan.

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

Public comments were heard from Ronnie Miranda.

8. Information

8.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, provided a Transportation Update. Will bring more information to the March board meeting.

8.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented various reports. The first report was in regards to RFEP students that came to our sites and have been reclassified.

Another report presented was the Attendance Report. This reports shows the average on a monthly basis of the district student attendance. Interventions for chronic absenteeism was discussed.

A Math NIC report was also provided.

8.3 Draft Resolution for Issuance of Election 2018, Series C and D Bonds and Refunding Bonds

This is the first reading and will be brought back in March for approval.

9. Discussion/Action

9.1 Approval of Single Plan for Student Achievement for all Nine Rio Schools

This item was tabled to the March board Meeting.

9.2 Approval of the Rio Plaza Dual Immersion Recommendations

Public comments were heard from Patricia Alvarez and Martha Sheppard.

Staff is requesting the Governing Board to recommend one of the options presented to be implemented for the 2020/2021 school year with the addition of collaboration with Rio Real and bilingual intervention teachers.

Motion by Edith Martinez-Cortes, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

No: Eleanor Torres

Abstain: Joe Esquivel

9.3 Rio School District and Rio Teachers' Association Retirement Incentives

Staff recommends approval.

Motion by Felix Eisenhauer, second by Joe Esquivel.

Final Resolution: Motion Carries

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

9.4 Approval of the 19/20 School Safety Plans

This item was tabled.

9.5 Annual Report of the Measure G Citizen's Bond oversight Committee Fiscal Year Ending June 30, 2018

Staff recommends approval of the Annual Report for Measure G Citizen's Bond Oversight Committee Fiscal Year ending June 30, 2019.

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

Final Resolution: Motion Carries

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

9.6 Annual Report of the Measure L Citizen's Bond oversight Committee Fiscal Year Ending June 30, 2019

Staff recommends approval of the Annual Report for Measure L Citizen's Bond Oversight Committee Fiscal Year ending June 30, 2019.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval as amended.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.2 Approval of the Minutes of the Regular Board Meeting of January 15, 2020

10.3 Approval of the Donation Report

10.4 Ratification of the Commercial Warrant

10.5 Approval of the Personnel Report for February 2020

10.6 Approval of Contract for Auditing with Eide Bailly (formally Vavrinek, Trine & Day, CPA's) and preparing financial reports

10.7 Approval to attend AVID Summer Excel Institute

10.8 Approval of Overnight Rio Real 8th Grade Trip to Camp Brandeis Bardin, Simi Valley, CA (parent organization - Wilderness Outdoor Leadership Foundation, Moorpark, CA).

10.9 MOU Between Ventura County Office of Education and Rio School District for Mental Health Services Grant

10.10 Approval of Contract with County for Para Educator Support

10.11 Approval of Change Order from RND Construction

10.12 Approval of Change Order from Monet Construction regarding Rio Lindo Renovation

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: March 19, 2020

12. Adjournment

12.1 Adjournment

President Aguilar adjourned the meeting at 8:56 a.m.

Approved on this 18th day of March, 2020.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.4

**Agenda Item Details**

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Approval of the Minutes of the Special Board Meeting of February 26, 2020.
Access	Public
Type	Action (Consent), Minutes

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

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EDUCATING LEARNERS FOR THE 21ST CENTURY

**Rio School District
Minutes
Special Board Meeting
February 26, 2020
District Office
1800 Solar Drive
Oxnard, CA 93036
Closed Session: 5:30 p.m.
Open Session: 6:30 p.m.**

Members present

Eleanor Torres, Linda Aguilar, Joe Esquivel

1. Preliminary Business- 5:30 p.m.

1.1 Call to Order-5:30 p.m

President Aguilar called the meeting to order at 5:32 p.m.

1.2 Pledge of Allegiance

President Aguilar led the flag salute.

1.3 Roll Call

Trustee Torres called the roll; Trustee Eisenhaure and Martinez-Cortez were absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

No corrections needed.

2.2 Approval of the Agenda

Staff recommends approval.

Motion by Joe Esquivel, second by Eleanor Torres. Vote 3-0. Motion carries.

3. Public Comment-Closed Session

There were no comments on closed session.

4. Closed Session

4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Expulsion of Students 6008720

5. Adjournment

5.1 Reconvene and Report of Closed Session

President Aguilar reconvened the meeting at 6:40 p.m.

The following action took place during closed session:

By a vote of 3-0, the Governing Board took action to approve the Stipulated Expulsion Agreement for Student 6008720.

5.2 Adjournment

President Aguilar adjourned the meeting at 6:41 p.m.

Approved on this 18th day March, 2019.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.5



Agenda Item Details

Meeting Mar 18, 2020 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.5 Approval of the Donation Report

Access Public

Type Action (Consent)

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accepts the following donations:

Site	Donor	Use of Donation	Amount
RRE	Camarillo Ranch	Teacher Incentives	500.00
RL	Life Touch	Teacher Incentives	88.00
RDN	Reyes Coca Cola	Teacher Incentives	35.92
RL	Your Cause	Teacher Incentives	175.00
RL	Your Cause	Teacher Incentives	175.00
RRE	Your Cause	Teacher Incentives	70.00

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10.6



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Ratification of the Commercial Warrant for February 10, 2020 through March 6, 2020.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,991,666.45
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period February 10, 2020, through March 6, 2020.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,991,666.45 which includes processing payments for all funds of the District in the following amounts for the period February 10, 2020 through March 6, 2020:

Fund 010	General Fund	\$1,420,986.49
Fund 130	Cafeteria Fund	\$171,845.21
Fund 211	Building Fund	\$199,137.43
Fund 212	Building Fund Measure L	\$1,137,588.11
Fund 251	Capital Facilities, Residential	\$618,941.96
Fund 252	Capital Facilities, Commercial	\$330,000.00
Fund 402	Special Reserve for Capital Outlay	\$61,281.27
Fund 490	Capital Projects Fund for Blen	\$52,358.57
	Less Unpaid Tax Liability	<u>-\$472.59</u>
	Total:	\$3,991,666.45

[Commercial Warrant for March.pdf \(400 KB\)](#)

Administrative Content

Executive Content

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ReqPay12a

Board Report

Checks Dated 02/10/2020 through 03/06/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036578	02/11/2020	Coronado, Jacqueline S	010	191.92	
5009036579	02/11/2020	Juarez, Sara	010	80.00	
5009036580	02/11/2020	Pearson, Tracey J	010	154.80	
5009036581	02/11/2020	360 Degree Customer Inc.	010	21,827.25	
5009036583	02/11/2020	BARON INDUSTRIES	010	244.84	
5009036584	02/11/2020	CCP Industries	010	1,462.32	
5009036585	02/11/2020	Discount School Supply	010	62.96	
5009036586	02/11/2020	GREATAMERICA FINANCIAL SVCS	010	695.08	
5009036587	02/11/2020	Guitar Planet.us	010	183.00	
5009036589	02/11/2020	New Management, Inc DoorBlok.com	010	8,062.14	
5009036590	02/11/2020	No Excuses University	010	650.00	
5009036591	02/11/2020	PEARSON EDUCATION, INC.	010	955.70	
5009036592	02/11/2020	Pearson Education	010	1,464.17	
5009036593	02/11/2020	PEARSON	010	2,108.70	
5009036594	02/11/2020	PEARSON EDUCATION	010	3,412.36	
5009036595	02/11/2020	Rio School District	010	2,315.40	
5009036596	02/11/2020	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	13,028.00	
5009036597	02/18/2020	Mosqueda, Margarita	010	50.00	
5009036598	02/18/2020	Cruz, Areli G	010	76.48	
5009036599	02/18/2020	Minnis, Krista J	010	29.90	
5009036600	02/18/2020	360 Degree Customer Inc.	010	13,680.00	
5009036602	02/18/2020	C D W GOVERNMENT, INC.	010	31,486.76	
5009036603	02/18/2020	Cheerzone	010	6,570.52	
5009036604	02/18/2020	Stephen Clark	010	350.00	
5009036605	02/18/2020	Collaborative Classroom	010	1,200.00	
5009036606	02/18/2020	CSEA LESLIE SNOW	010	218.00	
5009036608	02/18/2020	Diane DeLaurantis	010	1,400.00	
5009036609	02/18/2020	Durham School Services	010	1,421.52	
5009036610	02/18/2020	Susanne Frank	010	2,261.48	
5009036611	02/18/2020	HAROLD'S FAST ROOTER & PLUMBING	010	1,380.00	
5009036612	02/18/2020	William Venegas Hip Hop Mindset	010	5,180.00	
5009036614	02/18/2020	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	777.09	
5009036615	02/18/2020	KONICA MINOLTA PREMIER FINANCE	010	763.11	
5009036616	02/18/2020	Blaine Kutin	010	824.40	
5009036618	02/18/2020	United of Omaha Life Ins. Co.	010	1,472.46	
5009036620	02/18/2020	Overhead Door	010	230.00	
5009036622	02/18/2020	SAN DIEGO COUNTY SUPT. OF SCHOOLS	010	200.00	
5009036623	02/18/2020	Scentco In.	010	1,243.44	
5009036625	02/18/2020	The Shopper	010	1,328.18	
5009036628	02/18/2020	Vasquez, Andre' J	010	448.22	
5009036631	02/18/2020	Amparan, Naomi A	010	66.07	
5009036632	02/18/2020	Calafati, Crystal E	010	192.88	

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

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Checks Dated 02/10/2020 through 03/06/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036633	02/18/2020	Wheadon, Alexandria A	010	571.80	
5009036634	02/18/2020	Macias, Melissa	010	36.96	
5009036635	02/18/2020	Trammell, Lori L	010	73.26	
5009036636	02/18/2020	Salcedo Arias, Juan Pablo	010	60.38	
5009036637	02/18/2020	360 Degree Customer Inc.	010	6,424.00	
5009036638	02/18/2020	Assistance League School	010	12,650.00	
5009036639	02/18/2020	BARON INDUSTRIES	010	69.47	
5009036640	02/18/2020	California Lutheran University CRLP	010	2,100.00	
5009036642	02/18/2020	CUE CONFERENCE	010	1,107.00	
5009036643	02/18/2020	Employment Dev Dept	010	1,255.55	
5009036644	02/18/2020	Ewing Irrigation Products Inc	010	332.18	
5009036645	02/18/2020	Fence Factory	010	523.98	
5009036646	02/18/2020	FERGUSON FACILITIES SUPPLY	010	1,530.53	
5009036647	02/18/2020	Franklin Covey	010	301.71	
5009036648	02/18/2020	FRANKLIN TRUCK PARTS, INC.	010	191.60	
5009036649	02/18/2020	GIBBS INTERNATIONAL	010	4,916.47	
5009036650	02/18/2020	Carlo Andre Godoy dba Godoy Studios	010	6,375.00	
5009036651	02/18/2020	Grainger	010	2,287.35	
5009036652	02/18/2020	Green Thumb Nursery	010	899.31	
5009036654	02/18/2020	MAXIM STAFFING SOLUTIONS	010	1,585.40	
5009036655	02/18/2020	MWG MESTMAKER & ASSOCIATES	010	160.00	
5009036656	02/18/2020	Moving Minds	010	218.21	
5009036657	02/18/2020	Nee Qualson Sackey	010	3,350.00	
5009036660	02/18/2020	SISC FINANCE	010	616,924.15	
5009036661	02/18/2020	Southwest School & Office Supply	010	1,834.81	
5009036662	02/18/2020	Ventura County Office of Education	010	27,727.00	
5009036664	02/20/2020	Bernal, Carolyn A	010	395.85	
5009036665	02/20/2020	CITY OF OXNARD RECREATION SERVICES	010	180.00	
5009036666	02/20/2020	DISCOVERY EDUCATION, INC.	010	5,200.00	
5009036668	02/20/2020	Dominos Pizza	010	2,618.00	
5009036669	02/20/2020	CITY OF OXNARD	010	129.00	
5009036670	02/20/2020	Homero Chavez	010	876.00	
5009036671	02/20/2020	Long Beach Ice Co	010	1,675.35	
5009036672	02/20/2020	Michael Lorimer	010	4,848.08	
5009036673	02/20/2020	OFFICE DEPOT	010	10,250.75	
5009036674	02/20/2020	Sam's Club Direct	010	2,535.78	
5009036676	02/20/2020	Service Partners, LLC	010	1,072.50	
5009036677	02/20/2020	Ventura County Office of Education	010	2,500.00	
5009036678	02/20/2020	Wellness Together	010	903.94	
5009036679	02/20/2020	WORTHINGTON DIRECT, INC.	010	165.83	
5009036680	02/24/2020	CABE	010	2,250.00	
5009036681	02/24/2020	OFFICE DEPOT	010	17,449.23	
5009036684	02/25/2020	THE GAS COMPANY	010	12,840.37	
5009036685	02/25/2020	HAROLD'S FAST ROOTER & PLUMBING	010	635.00	

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

ESCAPE ONLINE

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ReqPay12a

Board Report

Checks Dated 02/10/2020 through 03/06/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036687	02/25/2020	Treetop Products.com	010	6,940.16	
5009036688	02/25/2020	U.S. Bank Corporate Payment Systems	010	32,137.53	
5009036689	02/27/2020	Henschel, Kenneth J	010	64.46	
5009036691	02/27/2020	Torres, Melissa	010	52.50	
5009036692	02/27/2020	Salazar, Ruth A	010	7.65	
5009036693	02/27/2020	Pollard, Andrea	010	16.97	
5009036698	02/27/2020	AT&T	010	2,036.68	
5009036699	02/27/2020	AT&T	010	232.30	
5009036700	02/27/2020	William M Brown DBA B&B Services	010	546.39	
5009036701	02/27/2020	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010	210,918.68	
5009036702	02/27/2020	California American Water	010	6,556.79	
5009036703	02/27/2020	CALIFORNIA READING AND LITERATURE PROJECT	010	1,600.00	
5009036705	02/27/2020	Demsey, Filiger & Associates	010	500.00	
5009036706	02/27/2020	Dominos Pizza	010	1,232.50	
5009036707	02/27/2020	E J Harrison & Sons	010	105.32	
5009036708	02/27/2020	SOUTHERN CALIF. EDISON	010	32,030.56	
5009036709	02/27/2020	CITY OF OXNARD	010	27,355.40	
5009036710	02/27/2020	Forum Music Festivals	010	200.00	
5009036711	02/27/2020	Frontier Communications	010	693.11	
5009036712	02/27/2020	HARRIS WATER CONDITIONING	010	331.33	
5009036713	02/27/2020	Image Market	010	685.67	
5009036714	02/27/2020	KONICA MINOLTA PREMIER FINANCE	010	743.65	
5009036715	02/27/2020	MAXIM STAFFING SOLUTIONS	010	1,980.78	
5009036716	02/27/2020	MJP COMPUTERS	010	5,236.80	
5009036717	02/27/2020	Graciela Mata Modesto Dba Modesto & Sons Pumping	010	1,500.00	
5009036718	02/27/2020	OXNARD CHAMBER OF COMMERCE	010	840.00	
5009036719	02/27/2020	PDAP of Ventura County	010	550.00	
5009036721	02/27/2020	Tax Deferred Services Corporate Office Suite 209	010	88,700.00	
5009036723	02/27/2020	TIME WARNER CABLE	010	4,568.75	
5009036724	02/27/2020	UNITED WATER CONSERVATION DIST	010	652.17	
5009036725	02/27/2020	Ventura County Office of Education	010	200.00	
5009036726	02/27/2020	VERIZON WIRELESS	010	771.71	
5009036727	02/27/2020	Broadview Networks	010	7,967.53	
5009036728	03/02/2020	Anthony Joseph Barnes	010	400.00	
5009036733	03/02/2020	CITY OF OXNARD RECREATION SERVICES	010	90.00	
5009036734	03/02/2020	Diane DeLaurantle	010	1,250.00	
5009036737	03/02/2020	Luis Gerardo Guillen	010	2,010.00	
5009036738	03/02/2020	Houghton Mifflin Harcourt	010	3,380.00	
5009036739	03/02/2020	M/M Mechanical Inc.	010	1,424.32	

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

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Checks Dated 02/10/2020 through 03/06/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036740	03/02/2020	MAXIM STAFFING SOLUTIONS	010	1,199.33	
5009036741	03/02/2020	OFFICE DEPOT	010	1,538.42	
5009036744	03/02/2020	SYSCO VENTURA, INC.	010	928.20	
5009036745	03/02/2020	David Tausig & Assoc. Inc	010	7,845.74	
5009036747	03/02/2020	VCOE Business	010	500.92	
5009036748	03/02/2020	VCSCA- J. Marquez-Gift treasurer	010	440.00	
5009036749	03/02/2020	Ventura County Office of Education	010	4,944.00	
5009036761	03/02/2020	W.O.L.F.	010	2,360.00	
5009036753	03/05/2020	Duckett, Michelle	010	100.00	
5009036754	03/05/2020	AE Group Mechanical Engineers	010	1,800.00	
5009036755	03/05/2020	AssetGenie, Inc	010	4,093.50	
5009036756	03/05/2020	AVID CENTER	010	9,350.00	
5009036759	03/05/2020	Collaborative Classroom	010	10,533.27	
5009036760	03/05/2020	Diane DeLaurantis	010	3,350.00	
5009036763	03/05/2020	FOOD SHARE, INC	010	240.00	
5009036764	03/05/2020	Luis Gerardo Guillen	010	620.00	
5009036765	03/05/2020	Carlo Andre Godoy dba Godoy Studios	010	6,900.00	
5009036766	03/05/2020	HAROLD'S FAST ROOTER & PLUMBING	010	925.00	
5009036767	03/05/2020	William Venegas Hip Hop Mindset	010	6,580.00	
5009036768	03/05/2020	Laura Walter	010	450.00	
5009036769	03/05/2020	Learning Priority, Inc	010	4,950.00	
5009036770	03/05/2020	Nee Quaison Sackey	010	3,198.46	
5009036771	03/05/2020	Ox Blue	010	599.00	
5009036773	03/05/2020	Hekar Rivera	010	3,350.00	
5009036775	03/05/2020	Steve Sunnarborg	010	4,825.00	
5009036778	03/05/2020	Dr. Elizabeth Yeager	010	2,994.00	
Total Number of Checks			151	1,420,988.49	
5009036602	02/18/2020	C D W GOVERNMENT, INC.	130	4,601.38	
5009036629	02/18/2020	Henschel, Kenneth J	130	50.05	
5009036630	02/18/2020	Martinez, Veronica	130	22.94	
5009036663	02/18/2020	VENTURA REFRIGERATION SALES & SERVICE	130	1,082.98	
5009036668	02/20/2020	Dominos Pizza	130	6,949.25	
5009036681	02/24/2020	OFFICE DEPOT	130	290.75	
5009036688	02/25/2020	U.S. Bank Corporate Payment Systems	130	989.33	
5009036690	02/27/2020	Gutierrez, Rosalzela M	130	21.87	
5009036694	02/27/2020	Barragan, Teresita P	130	150.00	
5009036695	02/27/2020	Mora, Lorena	130	150.00	
5009036696	02/27/2020	The Abundant Table	130	650.00	
5009036698	02/27/2020	AT&T	130	96.74	
5009036720	02/27/2020	Restaurant Success Center	130	278.00	
5009036735	03/02/2020	Driftwood Dairy, Inc.	130	20,011.00	
5009036741	03/02/2020	OFFICE DEPOT	130	11.83	

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

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ReqPay12a

Board Report

Checks Dated 02/10/2020 through 03/06/2020					
Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036742	03/02/2020	P & R Paper Supply Co., Inc.	130	13,426.04	
5009036743	03/02/2020	Tri County Bread Service	130	8,539.44	
5009036744	03/02/2020	SYSCO VENTURA, INC.	130	77,553.76	
5009036746	03/02/2020	THE BERRY MAN, INC.	130	36,444.90	
5009036750	03/02/2020	VENTURA REFRIGERATION SALES & SERVICE	130	524.95	
Total Number of Checks			20	171,846.21	
5009036582	02/11/2020	Anderson Systems	211	109,607.28	
5009036621	02/18/2020	Ran Enterprises, Inc.	211	89,530.15	
Total Number of Checks			2	199,137.43	
5009036588	02/11/2020	KENCO CONSTRUCTION SERVICES	212	32,220.00	
5009036601	02/18/2020	BEST Contracting Service, Inc	212	7,125.00	
5009036602	02/18/2020	C D W GOVERNMENT, INC.	212	20,081.53	
5009036607	02/18/2020	Brannon Inc Smith Electric Service	212	89,656.25	
5009036613	02/18/2020	JPI Development Group Inc.	212	22,800.00	
5009036617	02/18/2020	Monet Cosntruction, Inc.	212	557,586.09	
5009036619	02/18/2020	MVC Enterprises, Inc	212	11,400.00	
5009036624	02/18/2020	Tech-Wall	212	39,680.00	
5009036626	02/18/2020	Venco Electric	212	67,640.00	
5009036641	02/18/2020	C D W GOVERNMENT, INC.	212	22,860.00	
5009036653	02/18/2020	Junior Steel Co.	212	8,381.00	
5009036659	02/18/2020	Pacific OneSource, Inc STS education	212	9,322.68	
5009036687	02/20/2020	DSA-LA Regional Office	212	13,150.00	
5009036688	02/25/2020	U.S. Bank Corporate Payment Systems	212	2,963.41	
5009036697	02/27/2020	ARC	212	207.91	
5009036704	02/27/2020	Environmental Health Division	212	1,253.51	
5009036722	02/27/2020	Tech-Wall	212	12,640.00	
5009036729	03/02/2020	A4E	212	9,537.50	
5009036730	03/02/2020	BALFOUR BEATTY CONSTRUCTION	212	3,838.04	
5009036731	03/02/2020	Benner and Carpenter Inc.	212	2,646.00	
5009036732	03/02/2020	Channel Islands Roofing, Inc.	212	1,548.00	
5009036736	03/02/2020	DIV. OF THE STATE ARCHITECT	212	1,050.00	
5009036739	03/02/2020	M/M Mechanical Inc.	212	2,686.06	
5009036757	03/05/2020	BALFOUR BEATTY CONSTRUCTION	212	119,176.00	
5009036758	03/05/2020	Channel Islands Roofing, Inc.	212	18,810.00	
5009036761	03/05/2020	Earth Systems Consultants	212	20,939.96	
5009036762	03/05/2020	Fence Factory	212	1,374.34	
5009036774	03/05/2020	Signs Plus, New ideas New Technology, Inc	212	35,334.78	
5009036777	03/05/2020	United Site Services	212	1,670.05	
Total Number of Checks			29	1,137,588.11	
5009036658	02/18/2020	Parker Brown Inc.	251	471,463.14	

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

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Checks Dated 02/10/2020 through 03/06/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036676	02/20/2020	Southwest School & Office Supply	251	22,140.53	
5009036679	02/20/2020	WORTHINGTON DIRECT, INC.	251	3,721.53	
5009036683	02/24/2020	Southwest School & Office Supply	251	119,270.09	
5009036688	02/25/2020	U.S. Bank Corporate Payment Systems	251	266.08	
5009036772	03/05/2020	P&K Architecture, Inc.	251	26.44	
5009036776	03/05/2020	ULINE	251	2,054.15	
Total Number of Checks			7	618,941.96	
5009036627	02/18/2020	Salamirad, Morrow, Timpone & Dunn, LLP Client Trust Account	252	330,000.00	
Total Number of Checks			1	330,000.00	
5009036588	02/11/2020	KENCO CONSTRUCTION SERVICES	402	1,080.00	
5009036602	02/18/2020	C D W GOVERNMENT, INC.	402	11,870.42	
5009036661	02/18/2020	Southwest School & Office Supply	402	140.58	
5009036676	02/20/2020	Southwest School & Office Supply	402	1,690.27	
5009036682	02/24/2020	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	402	46,500.00	
Total Number of Checks			5	61,281.27	
5009036582	02/11/2020	Anderson Systems	490	42,508.57	
5009036686	02/25/2020	Pacific West Communities, Inc	490	7,500.00	
5009036752	03/02/2020	ZIONS BANK CORPORATE TRUST DIVISION	490	2,350.00	
Total Number of Checks			3	52,358.57	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	151	1,420,986.49
130	Cafeteria Fund	20	171,845.21
211	Building Fund	2	199,137.43
212	Building Fund Measure L	29	1,137,588.11
251	CAPITAL FACILITIES - RESIDENTI	7	618,941.96
252	CAPITAL FACILITIES COMMERCIAL	1	330,000.00
402	Special Reserve For Capital Ou	5	61,281.27
490	Capital Projects Fund for Blen	3	52,358.57
Total Number of Checks		201	3,992,139.04
Less Unpaid Tax Liability			472.59-
Net (Check Amount)			3,991,666.45

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

10.7



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Personnel Report - March 18, 2020
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the March 2020 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 March 2020 personnel report is presented for approval.

[PERS Report - March 18, 2020.pdf \(57 KB\)](#)

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

March 18, 2020

Certificated Personnel Report

Certificated Ratification of Employment:

Hudson, Jeffery, Middle School Teacher, Rio del Sol, (1.0) FTE, effective 11/12/2019

Certificated Resignation:

Miller, Nicole, Elementary Teacher, Rio Plaza, (1.0) FTE, effective 6/14/2019

Parisi, Amanda, Middle School Teacher, Rio Vista, (1.0) FTE, effective 6/14/2019

Talbert, Jessica, Middle School Teacher, Rio del Valle (1.0) FTE, effective 03/03/2020

Taylor, Natalie, LOA, (1.0) FTE, effective 03/04/2020

Classified Personnel Report

Classified Involuntary Transfer:

Bullock, Yolanda, from Food Service Worker II, (5.5) hrs, Rio Del Mar, to Food Service Worker II, (5.5) hrs, Rio Del Sol, effective 3/23/20

Heller, Dulce, from Food Service Manager, (8) hrs, Rio Del Mar, to Food Service Manager (8) hrs, Rio Del Sol, effective 3/23/20

Rugiero, Mari, from Food Service Manager, (8)hrs, Rio Del Sol to, Food Service Manager (8)hrs, Rio Del Mar, effective 3/23/20

Classified Promotion:

Kuchta, Lynette, from Account Clerk I, (4)hrs, District Office to Risk Management Technician, (8)hrs, District Office, effective 3/1/20

Classified Resignation:

Anchondo, Vincente, Campus Supervision Assistant, (3) hours & 40 mintues, Rio Rosales, effective 3/6/20

10.8



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 CSUCI and RSD Student Teaching Agreement - Early Childhood Studies
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the CSUCI and RSD Student Teaching Agreement for Early Childhood Studies 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: In addition to the existing agreements we have with CSUCI for student teaching services, this is a separate agreement specifically for student teaching services in Early Childhood Education. The current student teaching agreement does not include this specific focus. It is recommended the board approve the agreement as presented.

[ECS MOU RIO_2020.pdf \(764 KB\)](#)

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.

**CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies**

This Agreement entered into between the Trustees of the California State UNIVERSITY on behalf of California State UNIVERSITY Channel Islands, hereafter referred to as "UNIVERSITY," and the Rio School District thereafter referred to as "AGENCY".

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

1. The Term of this Agreement is **March 1, 2020 through June 30, 2022**, with the option to either party to review and terminate the Agreement at the end of each year by providing written notice of termination to the other party on or before June 30 of each year.
2. AGENCY shall provide to the UNIVERSITY students, teaching experience through practice teaching in schools and classes of AGENCY. Such practice teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
3. AGENCY may refuse to accept for practice teaching any student of the UNIVERSITY assigned to practice teaching in AGENCY, and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to practice teaching in the AGENCY.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of AGENCY, in the schools or classrooms in which the practice teaching is provided

4. The UNIVERSITY Department of Education will work with AGENCY to ensure the Student follows and completes the California state's requirement for fingerprinting/background checks prior to student teaching. The UNIVERSITY will also obtain from Student and keep on file a clear TB test for each semester.
5. An assignment of a student of the UNIVERSITY to practice teaching in classes of AGENCY shall be, at the discretion of the UNIVERSITY for approximately 16 weeks of student teaching or for approximately 28 days for full time student teaching courses (ECS 461 & ECS 471). Students enrolled in other ECS Student Observing classes, not considered full time student teaching, will have varying time assignments. A student may be given more than one assignment by the UNIVERSITY to practice teaching in schools or classes.

**CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies**

5.1 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by AGENCY.

6. At no time shall a student be considered or become an employee of AGENCY. The practice teaching is for the benefit of the student, and students do not displace regular employees. The UNIVERSITY shall inform the students that they are not entitled to wages or employee benefits for the time spent at AGENCY in practice teaching. Further, Students are not employees of the UNIVERSITY.

7. **Indemnification:**

The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to person or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising out of performance of this Agreement.

8. **Insurance:**

It is understood and agreed that the UNIVERSITY will maintain insurance (self-group) programs to fund its liabilities under or arising from the Agreement.

The UNIVERSITY agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy with at least One Million Dollars (\$1,000,000) minimum limit for each occurrence and at least Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period; and (2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. AGENCY will be considered an additional insured on the student's general liability policy. The UNIVERSITY agrees that AGENCY shall be an additional named insured under the SPLIP.

9. **Compliance with Laws: Harassment Policy:**

The UNIVERSITY acknowledge and agree that student will comply with all applicable laws and regulations. The UNIVERSITY acknowledges receipt of AGENCY's policy against harassment, including but not limited to sexual harassment, and agrees that student and UNIVERSITY will abide by said policy at all times.

9.1 Before assigning student to AGENCY, the UNIVERSITY will instruct such student on applicable UNIVERSITY and federal laws relating to unlawful discrimination (including harassment).

9.2 The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

**CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies**

10. CSU POLICIES, RULES AND REGULATIONS – TITLE IX

As established under California State UNIVERSITY Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

AGENCY agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 “Systemwide Policy Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide Procedure for Addressing Such Complaints by Employees and Third Parties”

<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 “Systemwide Policy Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide Procedure for Addressing Such Complaints by Students”

<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by AGENCY will result in the immediate termination of this agreement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY’s investigation.

**CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies**

- 11. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- 12. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:
Brian Sevier
Dean, School of Education
(805) 437-2073
brian.sevier@csuci.edu

Agency:
Rio School District

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties as of the date last written below.

For CSU Channel Islands

For AGENCY

Signature

Date

Rhonda Florick
Procurement & Contract Service

Signature

Date

Print Name

10.9



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams quarterly report for January 2020.

Public Content

Speaker: Oscar Hernandez

Rationale:

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

1 - UCP Quartely Report for October 2020.pdf (25 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.

Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2019-10

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: (check one) October 2019 (7/1/19 to 9/30/19)
 January 2020 (10/1/19 to 12/31/19)
 April 2020 (1/1/20 to 3/31/20)
 July 2020 (4/1/20 to 6/30/20)

Date for information to be reported publicly at governing board meeting: October 16, 2019

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
Totals	0	0	0

Name of District Superintendent

Signature of District Superintendent

10.10



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Williams Activity Report for the 2nd Quarter Fiscal Year 2019-2020
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff Recommends approval of activity inspection report.

Public Content

Speaker: Oscar Hernandez

Rationale:

Education Code Section 1240 (c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your district at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 2nd quarter of fiscal year 2019-2020. In summary, we are continuing the annual review of teachers assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9.

The findings of that review will be available sometime prior to July 1, 2020 and reported in the annual Williams Report. In addition, this quarterly report does not comment on our review of the annual school accountability report cards. That review will conclude later in the school year and will be reported on at that time.

[williams activity report 2nd quarter.pdf \(328 KB\)](#)

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.

Ventura County Office of Education
Williams Activity Report for the 2nd Quarter
Fiscal Year 2019-20

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to ensure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2019-20 school year, County Office of Education inspectors visited all "Williams" schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of school facilities. The findings of these visits were summarized on the 1st Quarter Activity Report for your District issued in October of 2019.

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

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

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

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

The results of these reviews will be published in our annual Williams report in November of 2020.

If you have any questions about the Williams Settlement process or the information contained in this 2nd Quarter Activity Report for your District, please call Paula Driscoll, Executive Director of School Business Advisory Services, at 805-383-1981.

10.11



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval of the Memorandum of Understanding with Ventura County Behavioral Health for Additional Behavioral Health Support for Middle Schools
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	Yes
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of County of Ventura MOA.

Public Content

Speaker: Oscar Hernandez

Rationale:

Rio School District and the County of Ventura would like to participate in a educational outreach program as a partnership. Additional services provided by collaborative grant.

Ventura County Behavioral Health (VCBH) will:

1. Provide a primary contact for each school site to establish direct communication with District staff.
2. Provide a parent educational series on mental health issues at least twice per academic year.
3. Work collaboratively with District staff to reduce barriers to identification and treatment of mental illness and provide targeted support to individual communities within District where significant barriers to access are identified.
4. Work in collaboration with District staff in community outreach and awareness activities.
5. Provide information to District staff regarding the treatment of students (consistent with FERPA and HIPAA).
6. Work with District staff to establish target goals for measurement of success by gathering, analyzing and planning in response to these measurements.
7. Work in collaboration with District counseling team to ensure continuity and coordination of behavioral health services.

The parties agree the relationship created by this MOA is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venturer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. VCBH is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind District in any manner. Except for any materials, procedures, or subject matter agreed upon, and reduced to writing herein, between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

The term of this MOA shall commence on July 1, 2019, and terminate on June 30, 2020. However, this MOA may automatically extend by mutual consent in writing for two additional fiscal years, from July 1, 2020 through June 30, 2022, with all other terms of the MOA remaining the same.

There is no financial obligation on the part of District or VCBH to participate in this educational outreach program.

1. El Rio VCBH MOA Logrando 2019 (1).pdf (379 KB)

Administrative Content

Executive Content

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

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF VENTURA AND
THE RIO SCHOOL DISTRICT FOR
EDUCATIONAL SUPPORT SERVICES**

This Memorandum of Agreement (“MOA”) is made and entered into by and between the Rio School District (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”), collectively referred to as the “parties”.

Whereas, District desires to engage VCBH to provide educational support services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this MOA.

NOW THEREFORE, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at District. See Exhibit A.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOA is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venturer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. VCBH is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind District in any manner. Except for any materials, procedures, or subject matter agreed upon, and reduced to writing herein, between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOA creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH are not entitled to coverage under the California workers’ compensation insurance laws, unemployment insurance, health insurance, pension plans, or any other benefits normally offered or conveyed to District employees. VCBH will be responsible for payment of all VCBH employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this MOA.

3. **NON-EXCLUSIVITY.**
 - a. During the term of this MOA VCBH may, independent of its relationship with the District, without breaching this MOU or any duty owed to the District render services for any other entity.
 - b. During the term of this MOA District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to VCBH, contract with other individuals and entities to render the same or similar services to District.
4. **SERVICES.** VCBH shall provide District with the Services described on the "Description of Services" attached hereto at Exhibit A and incorporated herein by this reference.
5. **TIME OF PERFORMANCE.** The term of this MOA shall commence on July 1, 2019, and terminate on June 30, 2020. However, this MOA may automatically extend by mutual consent in writing for two additional fiscal years, from July 1, 2020 through June 30, 2022, with all other terms of the MOA remaining the same.
6. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of District or VCBH to participate in this educational outreach program.
7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH shall not assign, sublet, or transfer this MOA or any rights or interest hereunder without the prior written consent of District, which may be withheld by District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH may deem appropriate to assist in the performance of Services herein, subject to the prior written approval of District. Any attempted assignment, sublease, or transfer in violation of this MOA shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for District, in its sole discretion, to terminate the MOA.
8. **TERMINATION OR AMENDMENT.** This MOA may be terminated or amended in writing at any time by mutual written consent of the parties, and may be terminated by either party for any reason by giving the other party 30 days' advance written notice. The parties to this MOA shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing services due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
9. **NOTICE.** Any notices required or permitted to be given under this MOA shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Nationally recognized overnight express courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express courier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to District and VCBH as follows:

Rio School District
District

Ventura County Behavioral Health
VCBH

Attn: John Puglisi, Ph.D.

Attn: Maryza Seal, Contracts Manager

Jpuglisi@rioschools.org
Email:

Maryza.Seal@Ventura.org
Email

1800 Solar Drive
Street

1911 Williams Drive
Street

Oxnard, CA, 93036
City, State, Zip Code

Oxnard CA, 93036
City, State, Zip Code

- 10. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional manner consistent with the highest industry standards.
- 11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
 - a. A letter outlining the changes shall be forwarded to District by VCBH with an outline of changes in the Description of Services, Exhibit A.
 - b. A written amendment to this MOA shall be prepared by the District and executed by the parties before any performance of additional or different Services.

Any such amendment to the MOA shall not render ineffective or invalidate unaffected portions of this MOA.

- 12. **COMPLIANCE WITH LAWS.** VCBH hereby agrees that its officers, agents, employees, and subcontractors shall obey all applicable local, state, and federal laws and regulations in the performance of this MOA, including, but not limited to, minimum wage laws and/or prohibitions against discrimination.

VCBH and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOA, at VCBH's sole cost and expense, such licenses and

permits as are required by law, in connection with the furnishing of all the Services, and materials or supplies necessary for completion of the Services.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

VCBH represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

- 14. PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191, student records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and the District shall ensure that all activities undertaken under this MOA conform to the requirements of these laws.

- 15. INDEMNIFICATION.** VCBH agrees to defend, indemnify, and hold harmless District, its officers, directors, agents, employees, and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of VCBH or its officers, directors, agents, employees, and/or volunteers whether or not such act or omission is authorized by this MOA. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of District or its officers, directors, agents, employees, volunteers and/or students.

District agrees to defend, indemnify, and hold harmless VCBH, its officers, directors, agents, employees, and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or its officers, directors, agents, employees, and/or volunteers whether or not such act or omission is authorized by this MOA. District assumes no responsibility whatsoever for any property placed on District premises by VCBH, its agents, employees or volunteers. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, directors, agents, employees, or volunteers.

- 16. INSURANCE.** VCBH and District each recognize and accept that the other party is a public agency and is self-insured. Each party will maintain coverages commensurate with its activities under this MOA. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

VCBH will provide District with a certificate of insurance, or a substantially equivalent document, showing evidence of its workers' compensation insurance coverage and general liability insurance coverage.

The District will provide VCBH with a certificate of insurance, or a substantially

equivalent document, showing evidence of District's workers' compensation insurance coverage and general liability insurance coverage.

17. **SAFETY AND SECURITY.** VCBH shall be responsible for ascertaining from District all rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

VCBH and all subcontractors are required to comply with Education Code section 45125.1, fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for District under this MOA.

18. **GOVERNING LAW AND VENUE.** The parties hereby acknowledge and agree that each party is a public entity, which is subject to certain requirements and limitations. This MOA and the obligations of each party hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This MOA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOA, the action shall be brought in state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law. VCBH and District hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. VCBH and District further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

19. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOA only after collaborative efforts have been attempted beginning at the lowest possible level.

By August 1, 2019, and for any extension of this MOA beyond 2020, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- No later than 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.

- The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.
 - The costs for this process shall be shared equally between VCBH and District.
20. **NATURE OF AGREEMENT.** This MOA constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOA represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This MOA may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
21. **BINDING EFFECT.** This MOA shall inure to the benefit and shall be binding upon all of the parties to this MOA, and their respective successors in interest or assigns.
22. **WAIVER.** No claim or right arising out of a breach of this MOA can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
23. **THIRD PARTY RIGHTS.** Nothing in this MOA shall be construed to give any rights or benefits to anyone other than District and VCBH.
24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
25. **PARAGRAPH HEADINGS.** The headings of the paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this MOA or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOA. Each party warrants that the individuals who have signed this MOA have the legal power, right, and authority to make this MOA and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOA as of the date last written below.

RIO SCHOOL DISTRICT
District

COUNTY OF VENTURA
VCBH

By:

Signature

Signature

John Puglisi Ph.D

Name

Sevet Johnson Psy.D

Name

Superintendent

Title

VCBH Director

Title

Date

Date

EXHIBIT A
DESCRIPTION OF SERVICES
RIO SCHOOL DISTRICT AND VCBH MOA

District will:

1. Provide a primary contact for each school site to establish direct communication with VCBH staff.
2. Work with VCBH staff to plan and deliver a parent educational series at targeted school sites to inform the community about behavioral health services available in the County of Ventura.
3. Work collaboratively with VCBH staff to reduce barriers to identification and treatment of mental illness and provide targeted support to individual communities within District where significant barriers to access are identified.
4. Provide access to staff development opportunities to educate faculty/staff/administration on mental health issues and VCBH.
5. Work in collaboration with VCBH staff in community outreach and awareness activities.
6. Work in collaboration with VCBH to serve children and families jointly through a shared model (“pyramid of interventions”) that incorporates the resources of each agency.
7. Provide information to VCBH staff regarding the treatment of students consistent with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
8. Work with VCBH staff to establish target goals for measurement of success by gathering, analyzing and planning in response to these measurements.
9. Provide a confidential space at school site or district for VCBH staff to meet with clients.
10. Provide access to facilities for evening meetings when requested (e.g. staff to unlock and lock meeting room, open and close restrooms and address any issues with facility during meetings).
11. Provide light snacks for parents participating in VCBH parent educational training series.
12. Disseminate MOA to all school site administrator and vested parties.
13. School Administrators and designated staff to attend a Logrando Bienestar 101 presentation.
14. Provide WiFi Access to VCBH staff.

VCBH will:

1. Provide a primary contact for each school site to establish direct communication with District staff.
2. Provide a parent educational series on mental health issues at least twice per academic year.
3. Work collaboratively with District staff to reduce barriers to identification and treatment of mental illness and provide targeted support to individual communities within District where significant barriers to access are identified.
4. Work in collaboration with District staff in community outreach and awareness activities.
5. Provide information to District staff regarding the treatment of students (consistent with FERPA and HIPAA).
6. Work with District staff to establish target goals for measurement of success by gathering, analyzing and planning in response to these measurements.
7. Work in collaboration with District counseling team to ensure continuity and coordination of behavioral health services.

10.12



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approve Authorization for the Superintendent to complete furniture purchase for Building C at Rio Del Sol.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	250,000.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Board give approval to the Superintendent to complete the furniture purchase for Building C at Del Sol.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This agenda item is a Not to Exceed \$250,000 and is for the purchase of furniture for Building C at Rio Del Sol. There are 12 classrooms and the estimate is \$15,000 - \$20,000 per classroom.

The finalized contract was not completed in time for the board meeting but needs to be approved prior to the April board meeting to meet August 2020 timeline.

Administrative Content

Executive Content

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10.13



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Rio del Valle PA system upgrade
Access	Public
Type	Action (Consent)
Preferred Date	Mar 18, 2020
Absolute Date	Mar 18, 2020
Fiscal Impact	Yes
Dollar Amount	51,000.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends upgrading the PA system at Rio del Valle.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker: Jarkko Myllari

Rationale: The PA system at Rio del Valle has become partially non-functional and unstable to the extent that it poses a security and safety risk. The system cannot guarantee clear and effective emergency communications on the campus. In terms of programming and configuring the system, the current equipment also adds unnecessary work and latency when it's the vendor that is required to make site visits to carry out adjustments or re-programming. The proposed upgrade would replace the non-functioning equipment and upgrade the management and programming components to be accessed online by site and district staff.

[95826 Rio Del Valle School TCU 12-9-19.pdf \(43 KB\)](#)

Administrative Content

Executive Content

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PacifiCom

Pacific Coast Sound and Communications
330 N. Wood Rd., Suite L · Camarillo, CA 93010
(805) 987-1351 · (805) 647-2823 · Fax (805) 987-1353
License #529914, DIR# 1000002383

PROPOSAL

No. 95826

PROPOSAL SUBMITTED TO:

DESCRIPTION OF JOB:

Rio School District

Rio Del Valle Middle School

2500 E. Vineyard Avenue

Telecenter U headend replacement

Oxnard, CA 93036

ATTN:
Jarko Mullari

PHONE:

FAX/EMAIL:

DATE:
December 9, 2019

We Hereby Submit specifications and estimates for providing and installing Rauland Borg Telecenter U system headend at Rio Del Valle School.

We will install a site controller, 2-zone page modules, 5-24 port station panels, master station, microphone and telephone inputs. We will reuse amplifiers, equipment rack and wiring. The system will provide paging, intercom to rooms, class pass bells, emergency recording and tone distribution. Bell programming and system setup is web page based.

Our price includes equipment, installation labor, programming and testing. Network configuration provided by district. Rauland Borg equipment is warranted for 5 years.

BREAK OUT PRICE

We Hereby Propose to furnish labor and materials complete in accordance with the above specifications for the of total of the project,

LABOR \$6,822.50

MATERIALS \$41,000.00

With payment to be made as follows:

7.75% SALES TAX \$3,177.50

X Progress billing, based on percentage of completion, Net 30 days.

FREIGHT

TOTAL \$51,000.00

100% upon completion, Net 30 days.

All material is guaranteed to be as specified. Work is to be completed in a workmanlike manner according to standard practices Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements to completion time are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, flood and other necessary insurance. Our workers are fully covered by workers compensation insurance.

AUTHORIZED SIGNATURE:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Title:

Date:

10.14



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 1800 Solar Drive internet service provision
Access	Public
Type	Action (Consent)
Preferred Date	Mar 18, 2020
Absolute Date	Mar 18, 2020
Fiscal Impact	Yes
Dollar Amount	34,560.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends awarding Spectrum the ISP contract for 1800 Solar Dr. The contract is under the eRate program and is based on the proposal in response to the FCC Form 470 #200015874.

Public Content

Speaker: Jarkko Myllari

Rationale: The one-year, 2 GB contract allows the District to continue evaluating the needs for additional bandwidth at 1800 Solar Dr. The District is looking to submit an RFP for a multi-year contract during the eRate funding year 2020-2021.

[02172020 RFP Spectrum RESPONSE Rio USD.pdf \(2,021 KB\)](#)

[Rio_SD_DO_ISP_2020_evaluation_matrix__signed.pdf \(134 KB\)](#)

Administrative Content

Executive Content

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Spectrum Enterprise

Rio Elementary School District

E-Rate Form 470 Filing: 200015874

"RioSD470FY2020-C1 SP"

Presented To:
Jarkko Myllari
Director of Technology
Rio Elementary School District
2500 E. vineyard Avenue
Oxnard, CA 93036
jmyllari@rioschools.org

Presented By:
Gil Dheming
Major Account Manager
Government & Education
20950 Warner Center Lane, Bldg. G3
Woodland Hills, CA 91367
Tele: (818) 304-2342
gil.dheming@charter.com





February 19, 2020

Jarkko Myllari
Director of Technology
Rio Elementary School District
2500 E. vineyard Avenue
Oxnard, CA 93036
jmyllari@rioschools.org

Dear Mr. Myllari,

Spectrum Enterprise ("Spectrum") is pleased to submit the enclosed proposal per your E-Rate Form 470 application. Our proposal demonstrates Spectrum's ability to deliver network solutions that will enable the Rio Elementary School District to meet its current and future student, faculty, and technology needs.

I am looking forward to speaking with you to review the enclosed material. Please do not hesitate to contact me if you have any questions.

Cordially,

Gil Dheming

Major Account Manager
Government & Education
20950 Warner Center Lane, Bldg. G3
Woodland Hills, CA 91367
Tele: (818) 304-2342
gil.dheming@charter.com

LEGAL DISCLAIMER AND SUMMARY

This proposal shall not be considered an acceptance of any offer by Rio Elementary School District or otherwise create a binding contract between Rio Elementary School District and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Rio Elementary School District may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final bid acceptance.

Spectrum E-Rate SPIN and FCCRN

SPIN No. 143050436
FCCRN: 0002526580

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ABOUT US

Spectrum Enterprise, a commercial brand of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio of networking and managed services solutions includes Internet access, Ethernet and Managed Network Services, Voice and TV solutions. Our team of experts' works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 28 million residential and commercial customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 98,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum Enterprise, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).

EXECUTIVE SUMMARY

Bring Advanced and Affordable Technology to Our Schools

Since 1998, Spectrum has worked with thousands of E-rate applicants. We understand the E-rate program and employ a dedicated staff to administer it.

- ▶ Program rules and regulations
- ▶ Funding eligibility, pricing and invoicing protocols

Spectrum's Solution

Spectrum's proposal is based on deploying our industry leading, secure, scalable, and high capacity **Fiber Internet Access (FIA)** service.

Unsurpassed Expertise and Customer Support

The Rio Elementary School District will be supported by a Spectrum team of education/government, technology and service delivery professionals. Spectrum's U.S. based technical support centers are staffed 24x7 by network operations personnel who are augmented in the field by locally based technicians.

- ▶ **Account Manager:** Product and application experts dedicated to providing you with the best solutions.
- ▶ **Client Services:** Unsurpassed post sales customer service for account maintenance activities.
- ▶ **Sales Engineering:** Technologists who customize solutions per your specific requirements.
- ▶ **Project Management:** Customer centric implementation specialists who manage your build and communicate with you every step of the way.
- ▶ **Technical Support:** Teams of technicians available 24/7 to answer questions, address and resolve technical issues.
- ▶ **Network Operations Center (NOC):** Spectrum monitors its network 24x7 from U.S. based NOCs.

Spectrum Enterprise



Dense Fiber Reach Nationwide

- \$2B+ annual revenue
- 32 Metros across 41 States
- 175,000 fiber-lit buildings
- 230,000+ fiber route miles



Next Generation Technology & Expertise

- Fiber, cloud and IT infrastructure solutions and managed services
- 800+ IT Certifications
- 20 years of managed services



Committed to Quality

- One Team = One Experience
- Unparalleled SLAs
- Self-Service online portals
- Network Operations Center



Award Winning Industry Leader

- 2017 Analyst Award winning Ethernet
- 3rd Largest US Ethernet Provider
- CRN Coolest Cloud Vendor

We know that our technology can have a meaningful impact
That's why we are investing \$1B+ to bring opportunity to our cities and communities

Spectrum Enterprise Clients



360+
Libraries



1,400+
School Districts & Consortia



31,000
Physicians Practices



275
Universities & Colleges

230,000+ 
Fiber route miles



175,000+
Fiber-lit Buildings



340
Hospitals



23.6M
K12 Students Supported



15,000+
Hotels



8,500
Clinics

PROPOSAL TERMS

This proposal shall not be considered an acceptance of any offer by Rio Elementary School District or otherwise create a binding contract between Rio Elementary School District and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Rio Elementary School District may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final bid acceptance.

These prices will remain in effect throughout the initial Order Term, subject to the following contingencies:

- Final engineering, design and site visits; and
- Complete Terms & Conditions as provided in the Spectrum Enterprise Service Agreement found at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html>.

Configuration and Pricing

LOCATION ADDRESS	PRODUCTS	BANDWIDTH	TERM (Months)	QUANTITY	MONTHLY RECURRING CHARGE	NON RECURRING CHARGE
1800 Solar Dr., Oxnard, CA*	FIA	2Gbps	12	1	\$2,880.00	\$0.00
1800 Solar Dr., Oxnard, CA**	FIA	5Gbps	12	1	\$4,950.00	\$0.00
1800 Solar Dr., Oxnard, CA**	FIA	10Gbps	12	1	\$6,480.00	\$0.00
1800 Solar Dr., Oxnard, CA	Static IP	N/A		1	\$0.00	\$0.00

* Extending existing service
 ** Upgrade to existing service.

Pricing is provided only for the sites shown in the Pricing Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

In the event a Service Location is under an existing Spectrum Service Agreement, pricing and Service(s) (if different from those currently being provided by Spectrum) proposed under this proposal are not available until the existing Order Term has been fulfilled under the terms of such existing Service Agreement and the applicable Service Order.

APPENDIX

- Form 470
- Spectrum Product Information
- Service Level Agreement
- Link to the Spectrum Enterprise Service Agreement
- Spectrum RLDS Credential



FCC Form 470 Number 200015874
Funding Year 2020

Retrieved from USAC on: 1/22/2020 2:45 PM CST

Applicant:	RIO ELEMENTARY SCHOOL DISTRICT	Application Number:	200015874
Billed Entity Number:	143812	Funding Year:	2020
Nickname:	RioSD470FY2020-C1ISP	Sites:	20
Posted Date:	1/22/2020	Allowable Contract Date:	2/19/2020

Billed Entity Information

Billed Entity

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

Contact Information

Contact Name: Kathryn Aragon
Address: 2500 E VINEYARD AVENUE
OXNARD, CA 93036
Phone: (805) 485-3111
E-mail: karagon@rioschools.org

Consultant Information

Consultant: CSM Consulting Inc.
Address:
Phone: (909) 652-9104
E-mail: kfriends@csmcentral.com

Services

Category One

****FOR ISP Services - LINE #1-4 - Rio School District is requesting quotes for service to provide for multiple scalable Internet Access solutions at a minimum of 1 Gbps to the administration building that will allow for reliable and secure transmissions of voice, data and video. The district is seeking a scalable Internet Access proposal for connectivity to 1800 Solar Drive, Oxnard CA 93030. Please provide pricing for the following bandwidths: 1Gbps, 2Gbps, 5Gbps, and 10Gbps. Please quote for a 12-month term option. The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above. **NOTE that the service types "Lit Fiber Services" are only applicable with the Internet Access solutions offered in as a response to this 470. The District is not soliciting separate bids for Lit Fiber. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.**

Data Transmission and/or Internet Access				
Function:	Leased Lit Fiber (with or without Internet Access)	Entities: 19	Installation and Initial Configuration?	Y
Manufacturer:		Quantity: 1	Maintenance and Technical Support?	N
Minimum Capacity:	1 Gbps	Unit: Circuits	Associated RFPs:	No
Maximum Capacity:	10 Gbps			
Data Transmission and/or Internet Access				
Function:	Internet Access and Transport Bundled	Entities: 19	Installation and Initial Configuration?	Y
Manufacturer:		Quantity: 1	Maintenance and Technical Support?	N
Minimum Capacity:	1 Gbps	Unit: Circuits	Associated RFPs:	No
Maximum Capacity:	10 Gbps			
Data Transmission and/or Internet Access				
Function:	Transport Only - No ISP Service Included	Entities: 19	Installation and Initial Configuration?	Y
Manufacturer:		Quantity: 1	Maintenance and Technical Support?	N
Minimum Capacity:	1 Gbps	Unit: Circuits	Associated RFPs:	No
Maximum Capacity:	10 Gbps			
Data Transmission and/or Internet Access				
Function:	Internet Access: ISP Service Only	Entities: 19	Installation and Initial Configuration?	Y
Manufacturer:		Quantity: 0	Maintenance and Technical Support?	N
Minimum Capacity:	1 Gbps	Unit:	Associated RFPs:	No
Maximum Capacity:	10 Gbps			

RFPs

No RFPs were provided with this Form 470.

Technical Information

State and Local Procurement Restrictions

Applicant may consider multi-year and/or contracts with voluntary extensions. Any voluntary contract extensions must be identified within the awarded contract and must be of a specified number and duration. Contracts with automatic or evergreen contract extension terms will not be considered. Applicant may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth. Service Providers submitting proposals in response to this FCC Form 470 must be in compliance with the rules and orders governed by the Federal Communications Commission. Failure to be in compliance and remain in compliance may result in the denial of discount funding, and/or cancellation of funding commitments, and/or could result in civil or criminal prosecution by law enforcement authorities. Service Providers submitting proposals must do so in good faith of compliance with the Lowest Corresponding Price (LCP) Rule (see 47 CFR Part 54 Section 54.500(f)). Service Providers submitting proposals must be in full compliance with USACs Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. Any offering of free services must be clearly identified in service providers bids. Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC timely, Applicant will only be responsible for paying its non-discounted share. The Service Provider acknowledges that all pricing and technology infrastructure information in its contract shall be considered as public and non-confidential pursuant to CFR Part 54 Section 504 (2)(i)(ii).

Certifications & Signatures

I certify that the applicant includes:

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

Other Certifications

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

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

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

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

Fiber Internet Access (FIA)



Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we guarantee 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product highlights

- **Superior performance** – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- **Scalability and reach** – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- **Business continuity** – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- **End-to-end support** – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- **Cost effective** – FIA delivers value with competitive, straightforward pricing

Key features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics guarantee availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network

Optional managed network services

Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.

- **Managed Security Service** – Reduce the risk of external Internet threats with a comprehensive security service
- **DDoS Protection** – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- **Managed WiFi** – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- **Managed Router Service** – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, noncircuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint
- Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- Fiber access circuit is unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6

About Spectrum Enterprise

Spectrum Enterprise, a part of Charter Communications, Inc., is a national provider of scalable, fiber technology solutions serving America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes networking and managed services solutions: Internet access, Ethernet access and networks, Voice and TV solutions. Spectrum Enterprise's industry-leading team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. More information about Spectrum Enterprise can be found at enterprise.spectrum.com

Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Spectrum Enterprise Service Agreement may be found at:
<https://enterprise.spectrum.com/legal/commercial-terms-of-service.html>



Red Light Display System (RLDS)

Red Light Display System

[FCC](#) | [Fees](#) | [Red Light Display System](#)

[< FCC Site Map](#)

Logged in as FRN: Charter Communications, Inc. (0025646373) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

12/17/2018 4:43 PM

Current Status of FRN 0025646373

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 12/17/2018 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.

E-Rate Bid Assessment Worksheet
Funding Year 2020

District Name Rio School District

Bid # (if applicable) N/A

Form 470# 200015874

Bid Due Date and Time N/A

Allowable Contract Date 2/19/2020

Project or Service	Function	Min Capacity	Max Capacity	Entities	Quantity	Units
Description	Leased Lit Fiber (with or without Internet Access)	1 Gbps	10 Gbps	19	1	Circuits
	Internet Access and Transport Bundled (Non-Fiber)	1 Gbps	10 Gbps	19	1	Circuits
	Transport Only - No ISP Service Included (Non-Fiber)	1 Gbps	10 Gbps	19	1	Circuits
	Internet Access: ISP Service Only (No Transport Circuit Included)	1 Gbps	10 Gbps	19	1	Circuits

NARRATIVE

**FOR ISP Services - LINE #1-4 - Rio School District is requesting quotes for service for multiple scalable Internet Access solutions at a minimum of 1 Gbps to the administration building that will allow for reliable and secure transmissions of voice, data and video. The district is seeking a scalable Internet Access proposal for connectivity to 1800 Solar Drive, Oxnard CA 93030. Please provide pricing for the following bandwidths: 1Gbps, 2Gbps, 5Gbps, and 10Gbps. Please quote for a 12-month term option. The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above. **NOTE that the service types "Lit Fiber Services" are only applicable with the Internet Access solutions offered in as a response to this 470. The District is not soliciting separate bids for Lit Fiber. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

No.	Factor	Cost of E-rate eligible service					Total Points Available
		2.0GB	2.5GB	1GB	5GB	10GB	
1	Cost of eligible goods and services (Must have the most points)	\$ 34,560.00	\$ 149,597.00	\$ 38,201.00	\$ 59,400.00	\$ 160,749.80	\$ 77,760.00
	Total						
	Points Available	Spectrum	Windstream	Windstream	Spectrum	Windstream	Spectrum
		20	5				
	Total Points	20	20	5			

* Total cost can include district man hours for training, transition of services, etc...
**Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

Winning Bidder: Spectrum

Disqualified Bidders and reason for disqualification:
N/A

Vendor Selected: Spectrum
Approved By: Jarkko Mylläri
Title: Director of Technology
Date: 3/3/2020



10.15



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Authorization of Additional Services to Purchase building signs from PK:A
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	61,024.16
Budgeted	Yes
Budget Source	Surplus Property
Recommended Action	It is recommended that the Board approve the Additional Services provided by PK:A

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

PK:A will be providing additional services for a white LED illuminated sign for the top of the District Office Building. The cost of the sign includes an aluminum monument cabinet and metal base. It will also include permits, engineering and installation.

- 5.0" x 5.8" x 5" deep logobox with acrylic lettering and LED illumination, tax
\$42,020.63
- Installation, mounting and reimbursables
\$19,003.53

Total:

\$61,024.16

[PKA Authorization for Additional Services \(3\).pdf \(33 KB\)](#)

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.

AUTHORIZATION FOR ADDITIONAL SERVICES



Project Name: Rio School District Offices – Tenant Improvement
Services for Exterior Building Signage / Monument Signage

To: RIO SCHOOL DISTRICT
2500 E. Vineyard Avenue Suite 100
Oxnard, California 93036

Date: March 9, 2020

Project Architect: Brian Poliquin

Description of Services:

This Authorization for Additional Services is requested as part of PK:A's ongoing design, development and coordination, including permitting, overseeing installation, etc.

Signage for Solar Dr has been coordinated since the RioSD took occupancy and the pending occupancy of the OUHSD.

In order to complete the signage for Solar Dr., PK:A has been coordinating and reviewing various signage concepts for both Districts.

Now that both the RioSD and the OUHSD have selected their respective signage, district and PK:A have selected Southwest Sign Company in order to complete the designs, modeling, Association and City permitting and installation in order to complete the assignment of this task. PK:A, along with Sage Realty Group's oversight, will continue to coordinate with district staff for final installation. Please see attached Southwest Sign Company invoice dated March 9, 2020.

Please Note: The fees herein are for the RioSD signage only. OUHSD will be invoiced separately for their signage specifications.

Compensation for the Services:	Fixed Fee
Fees: <u>Rio School District Signage</u>	<u>\$ 61,024.16</u>
TOTAL	\$ 61,024.16

The fee herein does not include normal reimbursables such as City Fees, project mileage, scanning, plotting, printing and overnight mailing or delivery services. All other terms are as agreed in Original Agreement for this project.

P+K ARCHITECTURE INC.
a California Corporation

Approved by:

Brian R. Poliquin
President

Please sign and return one copy of this Agreement, as we have proceeded with these services.

5126 clareton drive suite 110
agoura hills california 91301
818.584.0057 818.584.0019

pk:architecture.net

10.16



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Approval of Change Order from Standard Drywall, Inc. at STEAM, Bldg. C
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	24,218.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Board approve the change order from Standard Drywall, Inc.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order consists of three components for Building C, Rio Del Sol:

- | | |
|---|-------------|
| • Relocate soffit framing at CB line | \$3,217.00 |
| • Revised framing at Exterior pop-outs on CE line | \$3,234.00 |
| • Provide an added furr wall to the inside of the parapet wall at roofing | \$12,636.00 |
| • Added soffit framing at CE line | \$5,131.00 |

Total: \$24,218.00

Standard Drywall Change Order (R).pdf (84 KB)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 9, 2020

Attn; Dr. Puglisi

Subject: Rio Del Sol, STEAM Academy, Building C
Rio School District
Oxnard, CA

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #4 Metal Framing, Rough Framing, Steel Frames and Doors, Wood Doors and Finish
Hardware
Recommendation to Approve CO #4.1 to Standard Drywall, Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #4.1 to Standard Drywall, Inc. for added scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	BC No.	Description	Reason	Cost/Credit
4.1	1	Added soffit framing at CE line	Soffit framing at CE line had to be added so that the insulated translucent panel upper border is straight instead of at an angle. The roof beam to which the insulated translucent panel attaches to (per plan) runs at an angle for water drainage purposes. This soffit will provide a straight surface for the insulated translucent panel to attach to. Please reference PFI 056R1	\$ 5,131.00
4.3	2	Relocated Soffit Framing at CB Line	Per PFI #079, this cost is to provide the material and labor for added I-beam in fill and EWR trim at 3 exterior soffits on first floor. The soffit was relocated to align with exterior wall causing the top attachment to be moved from the deck to underside of I-beam. Now that the soffit is under the I-beam, added I-beam in fill and a EWR trim is required. The material saved from lowering the top connection would be the material needed to extend the horizontal returns. There was no EWR shown at these locations because the top attachment was at the deck and not at an I-beam.	\$ 3,270.00
4.4	4	Revised Framing at Exterior Pop Outs on CE Line	Per PFI #091 response, this cost is to provide the added labor and material for the revised framing details provided at CE Line exterior pop outs. The charge is for the adding of track at the HSS horizontal (2 added), the added welded clips (2 per full height stud), and the stud gusset at the top at every stud (15" LC)	\$ 3,234.00
4.5	5	Revised Framing at Exterior Pop Outs on CE Line	Per PFI #107 response, contractor is to provide an added 4" fur wall to the inside of the 8" parapet wall (entire length of parapet wall) at roofing along CE gridline to encapsulate the tube steel supports completely. This cost includes labor and material for the 4" fur wall as well as the added pressure treated lumber at the top of the parapet cap. No added costs for sheathing nor plaster.	\$ 12,636.00

Total CO #4.1	\$ 24,297.00
Previous Approved CO's	\$ -
Original Contract	\$ 2,605,454.00
Revised Contract	\$ 2,629,751.00

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

Respectfully,



Jesus Mugerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)
Dennis Kuykendall, Balfour Beatty

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

**CO 4.1
3-9-20**

PROJECT NO: 19-0068-015

CO NO: 4.1

PROJECT NAME: RIO Del Sol, STEAM Academy, Building C

CONTRACTOR: Standard Drywall, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 2,605,454.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 24,218.00
Adjusted Contract Amount	\$ 2,629,672.00

TIME:

Original Contract Completion Date	June 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	June 2020

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

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

RIO SCHOOL DISTRICT

Contractor: Standard Drywall, Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

CO to Contract
Rio Bid 19-0068-015

Rio School District
 Project No 19-0088-015

CO #4.1
 3/9/2020

Rio Del Sol, STEAM Academy, Building C
 BP #4 Metal Framing, Rough Framing, Steel Frames and Doors, Wood Doors and Finish Hardware
 Standard Drywall, Inc. Original Contract

\$ 2,605,454.00

PCO No.	GC No.	Description	Reason	Cost/Credit
4.1	1	Added soffit framing at CE line	Soffit framing at CE line had to be added so that the insulated translucent panel upper border is straight instead of at an angle. The roof beam to which the insulated translucent panel attaches to (per plan) runs at an angle for water drainage purposes. This soffit will provide a straight surface for the insulated translucent panel to attach to. Please reference RFI 056R1.	\$ 5,131.00
4.3	3	Relocated Soffit Framing at CB Line	Per RFI #079, this cost is to provide the material and labor for added I-beam in fill and EWR trim at 3 exterior soffits on first floor. The soffit was relocated to align with exterior wall causing the top attachment to be moved from the deck to underside of I-beam. Now that the soffit is under the I-beam, added I-beam infill and a EWR trim is required. The material saved from lowering the top connection would be the material needed to extend the horizontal returns. There was no EWR shown at these locations because the top attachment was at the deck and not at an I-beam.	\$ 3,217.00
4.4	4	Revised Framing at Exterior Pop Outs on CE Line	Per RFI #091 response, this cost is to provide the added labor and material for the revised framing details provided at CE Line exterior pop outs. The charge is for the adding of track at the HSS horizontals (2 added), the added welded clips (2 per full height stud), and the stud gusset at the top at every stud (16" OC).	\$ 3,234.00
4.5	5	Revised Framing at Exterior Pop Outs on CE Line	Per RFI #107 response, contractor is to provide an added 4" furr wall to the inside of the 8" parapet wall (entire length of parapet wall) at roofing along CE gridline to encapsulate the tube steel supports completely. This cost includes labor and material for the 4" furr wall as well as the added pressure treated lumber at the top of the parapet cap. No added costs for sheathing nor plaster.	\$ 12,636.00

Total CO #4.1	\$ 24,218.00
Previous Approved CO's	\$ -
Original Contract	\$ 2,605,454.00
Revised Contract	\$ 2,629,672.00

10.17



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Approval of Change Order from Venco Electric for STEAM, Building C
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	7,540.03
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the change order from Venco Electric

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order consists of four components:

- | | |
|--|------------|
| • Added Light in Room C115 | \$1,452.22 |
| • Added Power Receptacle In Room C115 | \$775.36 |
| • Added Security Cameras to Building C | \$4,587.47 |
| • Added Wireless Access Point | \$724.98 |

Total: \$7,540.03

[Venco Change Order.pdf \(86 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 6, 2020

Attn: Dr. Puglisi

Subject: Rio Del Sol, STEAM Academy, Building C
Rio School District
Oxnard, CA

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems,
Intercommunication Systems, Computer Networking Systems and Elevator.
Recommendation to Approve CO #14.1 to Venco Electric, Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #14.2 to Venco Electric, Inc. for added scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
14.4	4	Added Light in Room C115	Per RFI 82, this cost is for the added labor and materials to provide (2) Type E1 fixtures and a line voltage occupancy switch in room C115. Plans did not show lights nor switch in this room.	\$ 1,462.22
14.5	5	Added Power Receptacle in Room C115	Per RFI 81, this cost is for the added labor and materials to provide (2) duplex receptacles in room C115. Plans did not show power receptacles in this room.	\$ 775.36
14.6	6	Added Security Cameras to Building Rough In	Similar to Phase 1, security cameras were not part of the contract. This cost is to provide the rough-in for the security cameras to the locations provided in RFI 115	\$ 4,687.47
14.7	7	Added Wireless Access Point	District requires 3 exterior access points installed to the exterior of the building and only two are shown on the plans. This cost is for the added labor and materials to provide rough in and wire to the location marked in the District provided plan sheet. District to provide wireless access point and contractor to install.	\$ 724.98
Total CO #14.2				\$ 7,640.03
Previous Approved CO's				\$11,263.81
Original Contract				\$1,497,000.00
Revised Contract				\$1,515,803.84

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)
Dennis Kuykendall, Balfour Beatty

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

**CO 14.2
3-6-20**

PROJECT NO: 19-0068-015

CO NO: 14.2

PROJECT NAME: RIO Del Sol, STEAM Academy, Building C

CONTRACTOR: Venco Electric, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,497,000.00
Previous Approved Change Orders	\$ 11,263.81
This Change Order	\$ 7,540.03
Adjusted Contract Amount	\$ 1,515,803.84

TIME:

Original Contract Completion Date	June 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	June 2020

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

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

RIO SCHOOL DISTRICT

Contractor: Venco Electric, Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Rio School District

Project No 19-0088-015

Rio Del Sol, STEAM Academy, Building C

BP #14 Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems,

Computer Networking Systems and Elevator

Venco Electric, Inc

Original Contract

CO #14.2

3/8/2020

\$ 1,497,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
14.4	4	Added Light in Room C115	Per RFI 82, this cost is for the added labor and materials to provide (2) Type E1 fixtures and a line voltage occupancy switch in room C115. Plans did not show lights nor switch in this room	\$ 1,452.22
14.5	5	Added Power Receptacle in Room C115	Per RFI 81, this cost is for the added labor and materials to provide (2) duplex receptacles in room C115. Plans did not show power receptacles in this room.	\$ 775.36
14.6	6	Added Security Cameras to Building Rough In	Similar to Phase 1, security cameras were not part of the contract. This cost is to provide the rough-in for the security cameras to the locations provided in RFI 115	\$ 4,587.47
14.7	7	Added Wireless Access Point	District requires 3 exterior access points installed to the exterior of the building and only two are shown on the plans. This cost is for the added labor and materials to provide rough in and wire to the location marked in the District provided plan sheet. District to provide wireless access point and contractor to install.	\$ 724.98

Total CO #14.2

\$ 7,540.03

Previous Approved CO's

\$11,263.81

Original Contract

\$ 1,497,000.00

Revised Contract

\$ 1,515,803.84

10.18



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Approval of Change Order from Parker Brown for additional work at District Office
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	182,046.77
Budgeted	Yes
Budget Source	Surplus Property
Recommended Action	It is recommended that the Board approve the change orders from Parker Brown for the District Office Tenant Improvement Project.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Solar District Office required some changes as part of the District Office Tenant Improvement Project. Attached is a breakdown of 25 components for completion of the District Office. These changes come to \$182,046.77 in total. The Oxnard Union High School District will be reimbursing Rio School District for a portion of the expenses as notated in the attached breakdown.

[Parker Brown Change Order.pdf \(148 KB\)](#)

Administrative Content

Executive Content

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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.



EDUCATING LEARNERS FOR THE 21ST CENTURY

1800 N. Solar Dr. 3rd floor
Oxnard, Ca 93036

Change Order #001

02-17-20

PROJECT NO: 19-0000-1739

PROJECT NAME: RIO District Office – Tenant Improvement

CONTRACTOR: Parker Brown

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 2,450,000.00
Previously Approved Change Orders	\$ 0.00
This Change Order	\$ 182,046.77
Adjusted Contract Amount	\$ 2,632,046.77

TIME:

Original Contract Completion Date	December, 2019
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	30
Adjusted Contract Completion Date	January, 2020

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

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

RIO SCHOOL DISTRICT

By _____

Date _____

District Architect: PK Architect

By  _____

Date 02.18.20

Contractor: Parker Brown

By  _____

Date 02.17.20

District PM; Ken Hinge, Kenco Construction

By **Ken Hinge** Digitally signed by Ken Hinge
DN: cn=Ken Hinge, o=Kenco, ou=DSA,
email=ken.hinge@kenco-dsa.com, c=US _____

Date 2-17-20



DSA INSPECTIONS / MANAGEMENT

PCO to Contract
Rio Bid #19-0000-1739

Rio D.O. Tenant Improvement Project.
 1800 N. Solar Dr. Oxnard, Ca,
 Parker Brown PCO Log

2/3 OUHSD Responsibility

Proposed Change Order (PCO) Spread Sheet

PCO #	Date	Description	PCO Created by:	Amount	Status
#001	9/29/2019	Bulletin #01 & #02, Doors #302 & #42 relocation. 2 window installations. Film at Wool's office #347.	District approved and directed work. Kenco Design Development and Value Engineering.	\$ 22,879.86	Pending Back up
#002	9/29/2019	Value Engineering of Contract	Kenco, PKA, & Parker Brown (Venco)	\$ 2,012.80	PM Approved
#003	9/29/2019	Value Engineering for DDC - Schneider Electric for DDC = \$111,238.00 + 11,545.65 per PCO #018 & 45,000.00 for 3-stair low voltage = 5,250.00	OUHSD (Acco & Red Hawk)	\$ 45,495.84	PM Approved
#004	9/29/2019	Change VCT to Diamond 3D Technology (glass)	District Requested, (Scot)	\$ 1,651.82	District Approved
#005-R	1/31/2020	Room ID signage at all offices, rooms and open area.	District Requested, NIC, Room ID required due to fire alarm amendment.	\$ 20,246.77	District Approved
#006	10/5/2019	Install glass panel at top of reception counter prior to district's decision to remove mail room. See PCO #010 & Bulletin #009.	District directed.	\$ -	VOIDED
#007	11/1/2019	Added fire rated door at north stairs and all demo, network, and repairs. See PCO #027.	District directed and approved. (Jariko)	\$ 11,820.06	District Approved
#008	11/1/2019	Added Vision Lite at door #302 so traffic could see incoming traffic or personnel at storage room doors.	PKA and Kenco directed	\$ 274.54	PM Approved
#009	11/1/2019	Conduit and provisions for added security (card reader) and new door at north stairs. See PCO #007.	District directed and approved.	\$ 918.58	District Approved
#010	11/1/2019	Revision and relocation of the main reception area. Removal of the new mail room. All walls were completed per contract before this direction.	District directed and approved.	\$ 8,040.30	District Approved
#011	11/1/2019	Change existing T-bar ceiling to hard lid at hallway per RR #07. Could not salvage existing ceiling per contract.	PM and PKA directed	\$ 6,275.20	PM Approved
#012	11/14/2019	Change carpet CPT-3A to CPT-3B in conference rooms per district.	District directed and approved.	\$ 2,830.95	District Approved
#013	11/19/2019	PKA requested P-Lam soffits above upper case work at reception area.	PKA directed.	\$ -	VOIDED
#014	11/19/2019	Roof top HVAC curbs per contract was not acceptable due to existing roof. New materials and design was required.	PM directed.	\$ 1,871.75	PM Approved
#015	12/9/2019	Fire Life and Safety required addition to the fire alarm design per the City of Oxnard.	City of Oxnard and Directed. See PCO #028	\$ 11,612.30	PM Approved
#016	12/9/2019	Remove and Replace existing ceiling in existing storage and offices because ceiling were unmanageable.	PM directed.	\$ 4,177.46	PM Approved
#017	12/9/2019	Re-Rout fire sprinkler drain line at north stairs. See PCO #009, a closed door.	District directed and approved.	\$ 1,623.40	District Approved
#018	12/19/2019	Repairs and relocation of existing HVAC system. Coils, VAV boxes, Emergency weekend repairs, and damaged VAV boxes. See PCO #007.	OUHSD (Acco & Red Hawk)	\$ 30,487.83	PM Approved
#019	12/19/2019	Temp door and hardware for stair #3. (see PCO #007) Temp door required for security and fire code requirements.	PCO #007 District Approved	\$ 1,873.02	District Approved
#020-R	12/19/2019	Miscellaneous electrical changes through out project.	PM and District Approved	\$ 11,678.95	PM Approved
#021	12/19/2019	2 existing glass conference rooms at main lobby existing panels. Remove fabric panels, provide drywall finishes, and paint.	PM Directed.	\$ 3,159.50	PM Approved
#022	12/19/2019	Existing VAV heating pipes leakage. OUHSD should be involved since this was existing piping.	PM Directed.	\$ 1,706.60	PM Approved
#023	12/19/2019	Work Directed by the Fire Department during construction.	City of Oxnard Directed. See PCO #015	\$ -	PM Approved
#024	1/5/2020	Jariko directed added backing on NR side of BOD wall. This was due to Board Rm speaker installation in the wrong location. AV contractor should be involved.	District Directed and Approved	\$ 3,948.50	PM Approved
#025	2/10/2020	Credit for painting and floor deletion in 2 electrical/data rooms. Flooring could not be installed due to existing condition.	PM Directed & Reviewed	\$ (2,786.85)	PM Approved
Total Proposed Change Orders (PCO):				\$ 182,046.77	

Original Contract: \$ 2,450,000.00
 Change Orders: \$ 182,046.77
 Total Cost: \$ 2,632,046.77

10.19



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval of Change Order from RND Contractors, Inc. for changes at Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	36,318.86
Budgeted	Yes
Budget Source	Measure L Fund
Recommended Action	It is recommended that the Board approve the Change Order from RND Contractors for changes at Rio Del Sol.

Public Content

Speaker:

Wael Saleh, assistant Superintendent, Business Services

Rationale:

This change order has five components:

- | | |
|--|-------------|
| • Moving of Bent Plate at Gridline CD | \$6,281.75 |
| • Added Wt. Beam at Roof Framing | \$7,314.19 |
| • Added Bent Plate Along Gridline CE | \$9,050.62 |
| • Added HSS posts to Stair 3 Interior Stringer | \$3,079.58 |
| • Added Horizontal HSS at CE Line Pop Outs | \$10,592.72 |

Total: \$36,318.86

[RND Contractors Change Order.pdf \(86 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar Drive
Oxnard, CA 93036

March 6, 2020

Attn: Dr. Puglisi

Subject: Rio Del Sol, STEAM Academy, Building C
Rio School District
Oxnard, CA

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #3 Structural Steel
Recommendation to Approve CO #3.2 to RND Contractors, Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #3.2 to RND Contractors, Inc. for added scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No.	Description	Reason	Cost/Credit
34	4	Moving of Bent Plate at Gridline CD	Bid Set Architectural Plan A2.39 shows the edge of slab (EOS) to be 10'-08" (along southwest corner, gridline CD) and was shown on approval drawings (contractor submittal) as such. Per RND's returned submittal, approval commented (changed) EOS to be 3'-16". RND made the correction as noted and instructed. After bentplate installation PFI 062 moved the EOS to 10'-08". Additional cost are to remove existing bent plates, fabricate and install new bent plates to meet edge of slab distance (10'-08") per PFI 062. Affected D160 2nd floor deck by 2 days	\$ 6,261.75
35	5	Added W12 Beam at Roof Framing	Per PFI 087 and CCD 21 a W12x19 S had to be welded to the underside of the W12x19 roof beam at gridline CD between gridline CE and CC. W12 beam had to be added because the original roof beam is undersized for the roof load. Affected D140 Structural Steel 1 day	\$ 7,314.19
36	6R1	Added Bent Plate Along Gridline CE	Per PFI 088, bent plate had to be installed along CE line to support second floor exterior wall framing. The cost is for the added material, labor and equipment to install the bent plate. Affected D140 Structural Steel 2 days	\$ 8,050.62
37	7	Added HSS Posts to Stair 3 Interior Stringer	Per PFI 078, This cost is for the labor and material to install 4 HSS posts to the interior of stair 3 stringer to support the wall that is to be built on the stringer. Securing the wall with HSS posts creates a stronger wall than stud framing. Affected D140 Structural Steel 1 day	\$ 2,079.98
38	9	Added Horizontal HSS at CE Line Pop Outs	Per PFI 091, this cost is for the labor and material to install 4 HSS posts (subriggers), angles and plates along the two pop-outs of CE line. These subriggers were not shown on the plans and are required to support the wall framing at these pop-outs. Affected D140 Structural Steel 2 days	\$ 10,592.72

Total CO #3.2	\$ 36,318.86
Previous Approved CO's	\$ 532.64
Original Contract	\$ 2,249,000.00
Revised Contract	\$ 2,285,851.50

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)
Dennis Kuykendall, Balfour Beatty

**Rio School District
1800 Solar Drive
Oxnard, Ca 93036**

**CO 3.2
3-6-20**

PROJECT NO: 19-0068-015

CO NO: 3.2

PROJECT NAME: RIO Del Sol, STEAM Academy, Building C

CONTRACTOR: RND Contractors, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 2,249,000.00
Previously Approved Change Orders	\$ 532.64
This Change Order	\$ 36,318.86
Adjusted Contract Amount	\$ 2,285,851.50

TIME:

Original Contract Completion Date	June 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	8
Adjusted Contract Completion Date	June 2020

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

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

RIO SCHOOL DISTRICT

Contractor: RND Contractors, Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Rio School District

Project No 19-0068-016

Rio Del Sol, STEAM Academy, Building C

BP #3 Structural Steel

RND Contractors, Inc

CO #3.2

3/6/2020

Original Contract

\$ 2,249,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
3.4	4	Moving of Bent Plate at Gridline CD	Bid Set Architectural Plan A2.33 shows the edge of slab (EOS) to be 10-5/8" (along southwest corner, gridline CD) and was shown on approval drawings (contractor submittal) as such. Per RND's returned submittal, approver commented (changed) EOS to be 3-1/8". RND made the correction as noted and instructed. After bentplate installation RFI 062 moved the EOS to 10-5/8". Additional cost are to remove existing bent plates, fabricate and install new bent plates to meet edge of slab distance (10-5/8") per RFI 062. Affected D1360 2nd floor deck by 2 days	\$ 6,281.75
3.5	5	Added Wt Beam at Roof Framing	Per RFI 087 and CCD 21 a Wt 5x9.5 had to welded to the underside of the W12x19 roof beam at gridline C9 between gridline CE and CC. Wt beam had to be added because the original roof beam is undersized for the roof load. Affected D1340 Structural Steel 1 day	\$ 7,314.19
3.6	6R1	Added Bent Plate Along Gridline CE	Per RFI 088, bent plate had to be installed along CE line to support second floor exterior wall framing. This cost is for the added material, labor and equipment to install the bent plate. Affected D1340 Structural Steel 2 days	\$ 9,050.62
3.7	7	Added HSS Posts to Stair 3 Interior Stringer	Per RFI 078, This cost is for the labor and material to install 5 HHS posts to the interior of stair #3 stringer to support the wall that is to be built on the stringer. Securing the wall with HSS posts creates a stronger wall than stud framing. Affected D1340 Structural Steel 1 day	\$ 3,079.58
3.8	8	Added Horizontal HSS at CE Line Pop Outs	Per RFI 091, this cost is for the labor and material to install 4 HHS posts (outriggers), angles and plates along the two pop-outs of CE line. These outriggers were not shown on the plans and are required to support the wall framing at these pop-outs. Affected D1340 Structural Steel 2 days	\$ 10,592.72

Total CO #3.2

Previous Approved CO's

Original Contract

Revised Contract

\$ 38,318.86

\$ 532.64

\$ 2,249,000.00

\$ 2,285,851.50

10.20



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval of Change Order from Smith Electric Service for Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,013.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Change Order from Smith Electric Service.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for the re-routing of plumbing inside Building C.

[Smith Electric Change Order.pdf \(64 KB\)](#)

Administrative Content

Executive Content

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

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 6, 2020

Attn: Dr. Puglisi

Subject: Rio Del Sol, STEAM Academy, Building C
Rio School District
Oxnard, CA

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #11 Water Distribution, Sanitary Sewage, Storm Drainage, Plumbing and Natural Gas
for Site and Interior Site Utility Tie-in
Recommendation to Approve CO #11.1 to Brannon, Inc. dba Smith Electric Service

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #11.1 to Brannon, Inc. dba Smith Electric Service for added scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
11.5	5	Re-Routing of Plumbing Inside Building	Per RFI #090, plumbing has to be relocated after pass-through sleeves were already installed (1 gas line and 2 sewage vents). Sleeves were installed prior to second floor concrete placement and were shown to ACR prior to concrete. RFI #90 response came in after concrete was placed. This cost is to re-route the plumbing so that it can be routed up to the roof without clashing with the building infrastructure per the details in the RFI response.	\$ 2,013.00
Total CO #11.1				\$ 2,013.00
Previous Approved CO's				\$ -
Original Contract				\$ 600,176.00
Revised Contract				\$ 602,189.00

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)
Dennis Kuykendall, Balfour Beatty

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

**CO 11.1
3-6-20**

PROJECT NO: 19-0068-015

CO NO: 11.1

PROJECT NAME: RIO Del Sol, STEAM Academy, Building C

CONTRACTOR: Brannon, Inc. dba Smith Electric Service

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 600,176.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 2,013.00
Adjusted Contract Amount	\$ 602,189.00

TIME:

Original Contract Completion Date	June 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	June 2020

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

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

RIO SCHOOL DISTRICT

Contractor: Brannon, Inc. dba Smith Electric Service

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Rio School District

Project No 19-0088-016

Rio Del Sol, STEAM Academy, Building C

BP #11 Water Distribution, Sanitary Sewage, Storm Drainage, Plumbing and Natural Gas for Site and Interior Site Utility

Tie-in

Brannon, Inc. dba Smith Electric Service

Original Contract

CO #11.1

3/8/2020

\$ 600,176.00

PCO No.	GC No.	Description	Reason	Cost/Credit
11.5	5	Re-Routing of Plumbing Inside Building	Per RFI #090, plumbing has to be relocated after pass-through sleeves were already installed (1 gas line and 2 sewage vents). Sleeves were installed prior to second floor concrete placement and were shown to AOR prior to concrete. RFI #90 response came in after concrete was placed. This cost is to re-route the plumbing so that it can be routed up to the roof without clashing with the building infrastructure per the details in the RFI response .	\$ 2,013.00

Total CO #11.1

\$ 2,013.00

Previous Approved CO's

\$ -

Original Contract

\$ 600,176.00

Revised Contract

\$ 602,189.00

10.21



Agenda Item Details

Meeting	Mar 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Approval of Change Order from Monet Construction for Rio Lindo Renovation project
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	31,400.97
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Board approve the Change Order from Monet Construction.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order consists of 9 components:

• Add additional wood Beam and Support Posts to Ceiling	\$1,521.60
• Install depressed slab infill material and slope floor to drain for epoxy floor installation.	\$3,826.84
• Install Vapor Barrier Material for Epoxy Floor Installation	\$8,749.13
• Paint additional wall areas and gates on Building A	\$4,175.19
• Remove old and dying shrubs and plants in planters at Building A	\$5,310.04
• Add exterior and interior light fixtures on Building A	\$2,933.21
• Add 2 required GFCI outlets in kitchen area	\$1,052.23
• Fabricate Equipment curb/pad Cover upon completion of roof reinstall IT Room	\$1,217.88
• Add smoke and heat detectors at various location for proper F/A coverage	\$2,614.85

Total:	\$31,400.97
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[Monet Construction Change Order.pdf \(82 KB\)](#)

Administrative Content

Executive Content

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

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 06, 2020

Attn; Dr. Puglisi

Subject: Rio Lindo Elementary School
Rio School District
Oxnard, CA

Re: Project 50-002 Building A Renovation at Rio Lindo Elementary School
Monet Construction
Recommendation to Approve CO #5 to Monet Construction

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO#5 to Monet Construction, Inc. for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
40	Monet	Add additional wood Beam and Support Posts for Ceiling framing in Receiving	An unforeseen condition with new HVAC Equipment above ceiling required ceiling framing changes in receiving area of kitchen.	\$ 1,521.60
41	Monet	Install depressed slab infill material and slope floor to drain for epoxy floor installation	Depressed slab infill was required to complete epoxy floor installation.	\$ 3,826.84
43	Monet	Install Vapor Barrier Material for Epoxy Floor Installation & Warranty	After moisture tests results were received prior to epoxy floor placement it was discovered that the moisture or water content in the existing concrete was too high requiring a vapor barrier to be installed prior to applying the epoxy floor system or no warranty would be provided.	\$ 8,749.13
44	Monet	Paint additional wall areas & gates to match new work on building A	After reviewing the painting scope of work with the painting subcontractor it was determined that additional walls and gates not in the contract would need to be painted to complete Building A to an acceptable finish at completion.	\$ 4,175.19
45	Monet	Remove old and dying shrubs and plants in planters surrounding Building A and place new soil for future planting. Complete irrigation adjustments at planters.	After reviewing the exterior of Building A and the existing planters and shrubs, it was determined that the existing plants were either dead or dying due to age and location and are in need of replacement. The issue was discussed with Dr. Puglisi and MOT/ grounds in which they asked to remove the "high" maintenance plants and plant new "drought tolerant planting to freshen up the exterior areas of Bldg A.	\$ 5,310.04

47	Monet	Add exterior & interior Light Fixtures on Building A	After walking the interior and exterior of Building A to review lighting, it was determined that 2 exterior and 4 interior lights were needed to be installed/added to properly light the path of travel areas for safe egress	\$ 2,933.21
48	Monet	Add 2 required GFCI (Ground Fault Circuit Interruption) outlets in kitchen area	Upon completing all new wiring in the kitchen area, it was discovered that there was a need for two more GFCI related electrical circuits for power to specific kitchen/food service equipment.	\$ 1,052.23
49	Monet	Fabricate Equipment curb/pad and install new SS Pad Cover upon completion of roof and re-install IT Room Condensing Unit	When Air Conditioning was added to the Bldg A Server room at Rio Lindo the condenser equipment portion of the new AC System was placed directly on the roof with no equipment pad. When the new roofing was installed, the condensing unit had to be properly installed with a roof top equipment curb and pad cover/cap.	\$ 1,217.88
50	Monet	Add smoke and heat detectors at various locations for proper F/A coverage	Upon completing the rough in for the fire alarm system in building A it was discovered that there were some additional areas that were in need of added fire alarm system devices for proper fire prevention coverage not previously identified.	\$ 2,614.85
		Total CO #5		\$ 31,400.97
		Previous Approved CO's #1-4		\$ 220,344.71
		Original Contract		\$ 3,798,000.00
		Revised Contract		\$ 4,049,745.68

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

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

