

11.16



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.16 Renewal of NEWSELA Agreement for 2020-2021
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	47,210.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of NEWSELA Contract.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

[Newsela](#) is an innovative way for students to build reading comprehension with nonfiction that's always relevant: daily news. It features articles written at multiple levels of text complexity and quizzes to test reading comprehension. The district will renew the ELA student licenses and will be adding Social Science and Science licenses in this contract for the 2020-2021 school year.

Newsela helps students climb the staircase of reading complexity from elementary through high school by providing daily news articles written at five levels of difficulty. Newsela adapts to each student's reading ability so they always get just-right content while having the power to stretch themselves. Articles are paired with quizzes aligned to the new Common Core State Standards so teachers can track their students' progress on a daily basis. Teacher tools make it easy to assign articles, review student quizzes and track Common Core mastery.

Rio School District-Quote Q-29501 (1) 1 year.pdf (51 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.



Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No. Q-29501
Newsela Sales Rep: Holly Diestler
Contact Email: holly.diestler@newsela.com
Offer Date: May 28, 2020
Expiration Date: June 30, 2020

To

Rio School District
2500 E Vineyard Ave Ste 100
Oxnard, CA
93036-1372

Billing Information

Billing Frequency:
Payment Terms: Net 30
Billing Schedule:

Qty	Products/Services	List Price
1	Newsela	\$47,210.00
Contract Grand Total		\$47,210.00

The subscription for the Products/Services shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term shall not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services shall not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.
Terms of Use: <https://newsela.com/pages/terms-of-use/>
Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature:
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Appendix

School	Products/Services	License Dates
RIO SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/20 To 06/30/21
RIO DEL MAR	Newsela ELA	07/01/20 To 06/30/21
RIO DEL NORTE	Newsela ELA	07/01/20 To 06/30/21
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela ELA	07/01/20 To 06/30/21
RIO LINDO ELEMENTARY	Newsela ELA	07/01/20 To 06/30/21
RIO PLAZA ELEMENTARY	Newsela ELA	07/01/20 To 06/30/21
RIO REAL ELEMENTARY	Newsela ELA	07/01/20 To 06/30/21
RIO ROSALES	Newsela ELA	07/01/20 To 06/30/21
RIO VISTA MIDDLE SCHOOL	Newsela ELA	07/01/20 To 06/30/21
RIO DEL SOL STEAM ACADEMY	Newsela ELA	07/01/20 To 06/30/21
RIO DEL MAR	Newsela Social Studies	07/01/20 To 06/30/21
RIO DEL NORTE	Newsela Social Studies	07/01/20 To 06/30/21
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Social Studies	07/01/20 To 06/30/21
RIO LINDO ELEMENTARY	Newsela Social Studies	07/01/20 To 06/30/21
RIO PLAZA ELEMENTARY	Newsela Social Studies	07/01/20 To 06/30/21
RIO REAL ELEMENTARY	Newsela Social Studies	07/01/20 To

		06/30/21
RIO ROSALES	Newsela Social Studies	07/01/20 To 06/30/21
RIO VISTA MIDDLE SCHOOL	Newsela Social Studies	07/01/20 To 06/30/21
RIO DEL SOL STEAM ACADEMY	Newsela Social Studies	07/01/20 To 06/30/21
RIO DEL MAR	Newsela Science	07/01/20 To 06/30/21
RIO DEL NORTE	Newsela Science	07/01/20 To 06/30/21
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Science	07/01/20 To 06/30/21
RIO LINDO ELEMENTARY	Newsela Science	07/01/20 To 06/30/21
RIO PLAZA ELEMENTARY	Newsela Science	07/01/20 To 06/30/21
RIO REAL ELEMENTARY	Newsela Science	07/01/20 To 06/30/21
RIO ROSALES	Newsela Science	07/01/20 To 06/30/21
RIO VISTA MIDDLE SCHOOL	Newsela Science	07/01/20 To 06/30/21
RIO DEL SOL STEAM ACADEMY	Newsela Science	07/01/20 To 06/30/21

11.17



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.17 UCSB MESA & Rio School District Partnership MOA
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	30,000.00
Budgeted	Yes
Budget Source	LCAP funds
Recommended Action	Staff recommends board approval of UCSB MESA MOA.

Public Content

Speaker: Oscar Hernandez

Rationale:

The Mathematics, Engineering, Science Achievement (MESA) program has a fifty-year track record of helping first-generation college, low-income and underrepresented students succeed in the STEM fields. The MESA program is successful by focusing on the following goals and outcomes:

1. Student Academic Development in STEM
2. College and STEM Career Preparation
3. Teacher Professional Development Opportunities
4. Parent Education and Involvement

Specifically, the UCSB MESA program has just finished a three-year agreement with the RSD and serves students with innovative academic planning for middle and high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs at local school sites, and/or Saturday Academies and events on a college campus, school campus, or STEM activity site. In addition, MESA students are introduced to study skills training, teamwork and student leadership training, and extracurricular intensives. MESA includes parent academic enrichment, STEM education, and college-support information and involvement opportunities. MESA includes leadership and teamwork opportunities for students. It includes professional development for advisors. In addition to the items listed in the contract, UCSB MESA hosted large RSD school-wide visits to UCSB and are currently helping to support the RSD Summer Science Camp. They remain committed to being strong partners with the RSD.

Through this agreement, the UCSB MESA program will continue to provide the following services:

1. Provide UCSB MESA staff to advise and help coordinate and implement MESA model. This includes consultation about the coordination of academic and enrichment activities, curricular resources, materials and supplies required for official competitions, educational field trips, and oversight of MESA efforts at school sites. Improve student achievement at Rio del Valle Middle School, Rio Vista Middle School and Rio Real A K-8 Dual Immersion School in 6th-8th grade in STEM content areas.

2. Work closely and cooperatively with the MESA Advisors (Rio teachers) to develop and implement the MESA Program.
3. Plan and conduct two annual Advisor Meetings or information sessions.
4. Provide the MESA Advisors with review sessions, trainings and professional development opportunities related to the MESA model, some of which are offered by our California MESA Statewide office.
5. Assist school-site personnel and Advisors with the recruitment, selection, enrollment, and retention of eligible MESA student participants.
6. Maintain and use all student data provided by the school site in strict confidence and solely for the purposes of targeting, selecting, monitoring and guiding MESA participants.
7. Conduct, guide or assist with orientation and recruitment sessions for prospective MESA student participants and their parents, in partnership with the site MESA Advisor.
8. Maintain and submit official MESA enrollment records and reports regularly and to meet deadlines established by MESA Statewide, UCSB, and funding sources.
9. Provide educational and STEM activities for parents of MESA participants, in collaboration with MESA Advisors and school personnel.
10. Work closely with MESA Advisors to provide academic preparation, college knowledge, career information, particularly in STEM fields, for MESA students.
11. Coordinate recurrent MESA events, including MESA Day (preliminary competition at UCSB), and Regional MESA Day.

[RSD MOA with UCSB MESA for 2020-21.pdf \(972 KB\)](#)

Administrative Content

Executive Content

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UNIVERSITY OF CALIFORNIA, SANTA BARBARA



**UCSB MESA & Rio School
District Memorandum of
Agreement (MOA)
Academic Year 2020-21**

RIO SCHOOL DISTRICT INFORMATION

District Name: Rio School District
Mailing Address: 1800 Solar Dr.
Oxnard, CA 93030
Phone: (805) 485-3111

District Superintendent: Dr. John Puglisi
District Representative: Oscar Hernandez,
Assistant Superintendent, Educational Services
District MESA Liaison: Wanda Kelly,
Director, Student and Family Services
Website: www.rioschools.org

SCHOOL INFORMATION

1. School Name (full): Rio del Valle Middle School
Mailing Address: 3100 Rose Ave.
Oxnard, CA 93036
Phone: (805) 485-3119

Principal : Adrienne Peralta
School MESA Liaison: Wanda Kelly
MESA Advisors: Lorene Bacon & Vanessa Acosta
CDS Code: 56 72561 0113977
Website: <https://rioschools.org/riodelvalle/>

2. School Name (full): Rio Vista Middle School
Mailing Address: 3050 Thames River Dr.
Oxnard, CA 93036
Phone: (805) 988-6791

Principal : Ethan Gray
School MESA Liaison: Wanda Kelly
MESA Advisor: Heriberto Rojas
CDS Code: 56 72561 0113977
Website: <https://rioschools.org/riovista/>

3. School Name (full): Rio Real A K-8 Dual Immersion School
Mailing Address: 1140 Kenney St.
Oxnard, CA 93036
Phone: (805) 981-7739

Principal : Dr. Maria Hernandez
School MESA Liaison: Wanda Kelly
MESA Advisor: Kimberly Landberg
CDS Code: 56 72561 6055529
Website: <https://rioschools.org/rioreal/>

MEMORANDUM OF UNDERSTANDING

The Mathematics, Engineering and Science Achievement (MESA) College Prep Program, a part of the University of California Santa Barbara (UCSB) Office of Education Partnerships and the College of Engineering (under contract with the University of California Office of the President), serves educationally disadvantaged students (including students who will be in their families' to attend college and/or who have limited family incomes). To the extent possible by law, MESA emphasizes participation by students from groups with low rates of eligibility for four-year colleges. MESA provides a pipeline of academic services from elementary through university level to increase the number of these students who graduate with baccalaureate degrees in math, science, and engineering.

The MESA Program is offered to designated schools as determined by the UCSB MESA Center based upon specified program criteria and student eligibility, as agreed upon by the University of California Santa Barbara MESA Center and the Rio School District. MESA is an officially registered and approved program with restricted name use, access, criteria, benefits, rights, and curricula.

To accomplish the MESA goals and outcomes, the program consists of four main areas of work:

1. Student Academic Development in STEM
2. College and STEM Career Preparation
3. Teacher Professional Development
4. Parent Education and Involvement

Specifically, UCSB MESA program serves students with innovative academic planning for middle and high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs at local school sites, and/or Saturday Academies and events on a college campus, school campus, or STEM activity site. In addition, MESA students are introduced to study skills training, teamwork and student leadership training, and extracurricular intensives. MESA includes parent academic enrichment, STEM education, and college-support information and involvement opportunities. MESA includes leadership and teamwork opportunities for students. It includes professional development for advisors.

This partnership agreement is made, in consideration of mutual conditions and terms, by and among the SCHOOL DISTRICT, SCHOOLS, MESA ADVISOR, and the UCSB MESA CENTER, hereinafter referred to by these terms. Any party may withdraw from this agreement with proper notice and written communication.

This MOA between the Rio School District (RSD) and the University of California, Santa Barbara (UCSB) has two primary purposes: 1) a MESA Program partnership agreement and 2) data sharing between RSD and the UCSB Office of Education Partnerships that houses the UCSB MESA Program.

Under this agreement, RIO SCHOOL DISTRICT and RIO DEL VALLE MIDDLE SCHOOL, RIO VISTA MIDDLE SCHOOL, AND RIO REAL A K-8 DUAL IMMERSION SCHOOL consent to:

1. Support MESA's philosophy, objectives and **program model**.
2. Support and implement MESA's **targeting policy**. MESA was developed and is supported to serve **educationally disadvantaged, first-generation college-bound, and/or low-income students**. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields. If the targeted student enrollment number is first met and maintained, a minimal number (less than 10%) of non-targeted students may be accepted on a case-by-case basis and at the discretion of the MESA Director in consultation with the Rio District Administrators.

3. Assign certified mathematics or science teacher(s); or certified multi-subject teacher(s) educated in mathematics, science, technology, or pre-engineering; or a trained after-school assistant supervised by a certified supervisor to serve as the school-site MESA Advisor(s), in consultation with and agreement by the MESA Center Director.
4. Provide school facilities and services for MESA Program activities.
5. Provide a cubicle at the Rio School District office for the MESA Program Coordinator along with printer, telephone, internet, supplies and copier access.
6. Provide access to students, student level data, and student academic records, including transcripts, with written parent permission to release student information to UCSB. This access is necessary to select, monitor and guide MESA participants. Sensitive information will be held in strict confidence.
7. Maintain an official student enrollment of approximately 25 eligible students per grade level or per MESA Advisor (1-2 advisors per school site based upon student enrollment and participation in MESA).
8. Support MESA student retention and development of cohorts, middle school through high school graduation. To achieve this, a MESA goal is to serve a comparable distribution of student numbers between different grade levels. Emphasis is placed on enrolling MESA students at the school's earliest grade level, and retaining students through their transition to high school, and through high school to graduation.
9. Provide release time for the MESA Advisor to attend special meetings, trainings, or educational field trips. The school site covers substitute teacher pay. Generally, school-day activities are limited to 2 per year. Most professional development is scheduled after school or on weekends.
10. Compensate MESA Advisor(s) who are fully subscribed and actively participating with a rate determined by the District.
 - a. Generally, fully subscribed and compensated MESA Advisors are involved with MESA students for 6-20 hours monthly depending upon the activity schedule and special events (including MESA Days: mini and pre-MESA Day competitions, MESA Day [Preliminaries]), and Regional MESA Finals) which require additional weekend and evening time.
 - b. Advisors are also expected to participate in MESA and related STEM professional development and training sessions.
11. Provide fiscal and administrative management of Rio School District funds and responsibilities necessary for a Rio District MESA Program, assuming responsibility for daily program operations, data collection, financial reporting, and programmatic reporting to UCSB MESA Program.
12. Acknowledge and agree that Rio District will provide the services described in this Agreement at no cost to the University or MESA Program.
13. Provide bus transportation and travel expenses for Rio District MESA students, advisors, chaperones, and parents for scheduled MESA enrichment events, e.g., STEM field trips, inter-school site trips, college campus tours, MESA Day, MESA Regional Finals, and professional development activities for MESA Advisors. Generally, student and/or parent activities requiring bus transportation are limited to no more than 3 trips per academic year, and are arranged by the Rio District.
14. Provide travel related expenses (e.g., lodging, meals, registration fees, materials) for qualifying students, their advisors and chaperones, and parents for occasional MESA events requiring lengthy trips and overnight stays, or other MESA Day events (including MESA Statewide Championships if students qualify in the National Engineering Competition).
15. Provide regulation materials and equipment for students, advisor/teachers, and parents as needed for official MESA projects, program implementation, advisor needs, and related events (including MESA

Day participation expenses).

16. Extraneous **STEM materials and supplies for supplementary, unofficial, and non-MESA-related project activities** are provided by the school or district, not the MESA Center.
17. Compensate UCSB MESA Program for the **MESA Coordinator support, administrative services, and materials costs not covered by the school site** provided to the Rio District MESA advisors, students, and parents at a cost of **\$10,000 each academic year per school site**.
18. Provide **facilities** at the school site(s) for **parent / family MESA programs** (i.e., trainings, orientations, STEM Education, etc.) on weekends or evenings.
19. Provide **food and related supplies for students and families** during STEM and MESA events, including after-school and weekend activities, Family MESA Nights, field trips, and end-of-year awards celebrations.
20. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center Coordinators to insure that **MESA students complete Algebra I (or Common Core equivalent) by the end of grade 8**.
21. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center to insure that **MESA students complete a 4-Year Academic Plan** that fulfills A-G and college-entry requirements by the end of grade 8.
22. Assist the MESA Center staff in **identifying potential field trip sites, guest speakers, or other enrichment opportunities** that foster program objectives.
23. Keep the **MESA Center and staff informed** about school policies, administrative changes, course options and proceedings (e.g., student/parent handbooks, new course descriptions, academy developments, newsletters, and curriculum advancement, general school program information sessions, and include the MESA Program on the community partners' mailing list and district / school program websites).
24. Defend, indemnify and hold **University of California**, its officers, employees and agents harmless from and against any and all **liability, loss, expense** (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, agents or employees.
25. Insure, at its sole cost and expense, its activities in connection with this agreement and obtain, keep in force, and **maintain insurance** as follows:

A. COMMERCIAL FORM GENERAL LIABILITY (contractual liability included) with minimum limits as follows:

1. General Aggregate	\$2,000,000
2. Products/Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. BUSINESS AUTOMOBILE LIABILITY

For District owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than dollars \$1,000,000 per occurrence.

- C. **WORKERS' COMPENSATION** as required under California State law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of University and Provider against other insurable risks relating to performance.
- E. **ADDITIONAL REQUIREMENTS:**
1. It shall be expressly understood that the coverages required under Subparagraphs A. and B. shall not limit the liability of the School District.
 2. The coverages referred to under Subparagraph A. and B. shall be endorsed to include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured. A copy of the endorsement evidencing that The Regents of the University of California has been added as a named additional insured on the policies must be attached to the certificate of insurance.
 3. The Certificate of Insurance CERTIFICATE HOLDER shall be named as follows: REGENTS OF THE UNIVERSITY OF CALIFORNIA
Contracts and Property Office
3203 SAASB Bldg.
University of California
Santa Barbara, CA
93106
 4. Certificates shall provide for advance written notice to University in accordance with policy provisions of any modification, change, or cancellation of any component of the insurance coverage.

Under this agreement, the MESA Advisor(s) consent(s) to:

1. **Support the terms** outlined above in the District / Schools' section of this agreement.
2. Serve as the **facilitator for the MESA Program at the school site**, and work closely and cooperatively with MESA Center staff to ensure the program's suitable implementation.
3. **Attend, participate, and supervise MESA-sponsored activities**, including: regular student activity sessions, STEM education field trips, college campus tours, MESA Academies, Preliminary MESA Day Competitions, Regional MESA Day Competitions, Statewide and National MESA Challenges if students qualify to compete, MESA Awards Celebration, student leadership sessions, and related MESA activities.
4. **Participate in professional development**, including periodic MESA Advisor meetings, advisor training(s), webinars, and related special extracurricular activities. Usually, school-day activities are limited to 3 per year. MESA Advisor meetings are typically held after hours, 2 times a year, and attendance is required. On-site meetings with MESA Coordinator(s) are held as needed and requested by the Advisor and/or MESA staff. MESA Advisor professional development opportunities are typically held in the summer, but may be throughout the school year.
5. Coordinate the **identification and recruitment of eligible students** for the school site program within the established guidelines, per the School's section of agreement which reads as follows: *Support and implement MESA's targeting policy. MESA was developed and is funded to serve educationally disadvantaged, first-generation college-bound and low-income students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and*

mathematics (STEM) fields.

6. **Meet deadlines for MESA deliverables**, including: student enrollment, students' sign-up, communications' response, data submission, permission forms.
7. Review or proper completion and required signatures, and submit to the MESA staff required **Student Enrollment** documents and Waivers by the associated deadline(s), *which will be November 1st of each academic year.*
8. **Maintain and submit monthly, accurate, clear and detailed Student Activity Records.**
9. Convene MESA students and **conduct hands-on mathematics/science enrichment activities** after-school, or during a designated additional time period, for at least 1-2 hour per week. Activities should be focused on MESA Day events, and help promote related academic concepts, engineering design approach, and potential college and career opportunities. Collaborate with MESA Coordinator(s) to present **academic preparation, college awareness and STEM career information to students.**
10. **Implement**, not necessarily exclusively, the **curricular resources provided by the MESA Center and MESA Statewide.**
11. **Collaborate** with MESA staff and school personnel to provide academic preparation, college readiness, and **STEM career information for parents** of MESA participants.
12. **Communicate regularly and promptly** with the MESA Program Director, MESA Coordinator, and MESA Center Staff, particularly with respect to program progress, needs, concerns or special requests.
13. Promote **academic preparation and college motivation information** with students, and assist MESA staff with academic preparation exercises for students.
14. **Assist the MESA Center in identifying** potential field trip sites, guest speakers, related STEM and academic preparation programs, or other enrichment opportunities that foster program objectives and student achievement.
15. Assist the MESA Center in **identifying** potential field trip sites, guest speakers, other **enrichment opportunities, and resources** that foster program objectives.
16. **Inform the MESA Center staff** as soon as possible about any concerns or projected changes regarding MESA Advisors.
17. **Complete** Surveys and provide the MESA Center with **feedback** on experiences and how to improve the program's operation, success, efficiency, and curricular resources.
18. Maintain and submit accurate, clear and detailed **receipts** – within a short period of time - for any materials purchases that, previously, were requested and approved in writing by either the MESA Center Director or school site administrator.

Under this agreement, and subject to available funding, the *University of California, Santa Barbara MESA Schools Program* consents to:

1. Provide **personnel to advise about the coordination and implementation of the MESA model.** This includes consultation about the coordination of academic and enrichment activities, curricular resources, materials and supplies required for official competitions, educational field trips, and oversight of MESA efforts at school sites.
2. **Work closely and cooperatively with the MESA Advisor(s) to develop and implement the MESA Program.**
3. Assign a coordinator or mentor to make regular site visits during MESA class periods and activities

to assist the MESA Advisor(s) with MESA Day project preparation, academics, pre-competitions, and STEM activities.

4. Be informed, and involved as needed, in the selection of the MESA Advisor(s), in consultation with the School Site Administrator, and to be reviewed at the start of each new academic year.
5. Plan and conduct two annual Advisor Meetings or information sessions.
6. Provide the MESA Advisor(s) with review sessions, trainings and professional development opportunities related to the MESA model.
7. Assist school-site personnel and Advisor(s) with the recruitment, selection, enrollment, and retention of eligible MESA student participants.
8. Maintain and use all student data provided by the school site in strict confidence and solely for the purposes of targeting, selecting, monitoring and guiding MESA participants.
9. Conduct, guide or assist with orientation and recruitment sessions for prospective MESA student participants and their parents, in partnership with the site MESA Advisor.
10. Maintain and submit official MESA enrollment records and reports regularly and to meet deadlines established by MESA Statewide, UCSB, and funding sources.
11. Provide educational and STEM activities for parents of MESA participants, in collaboration with MESA Advisor(s) and school personnel.
12. Work closely with MESA Advisor(s) to provide academic preparation, college knowledge, career information, particularly in STEM fields, for MESA students.
13. Coordinate recurrent MESA events, including MESA Day (preliminary competition at UCSB), and Regional MESA Day.
14. Provide facilities at UCSB or affiliated local college sites for special MESA activities.
15. Act as the liaison between the district, school sites and the Statewide MESA Office and affiliated MESA Centers.
16. Manage the administrative responsibilities of the program.
17. Order and deliver regulation MESA competition rules, materials and supplies as needed for students' MESA activities and events, and invoice the district for payment.
18. University shall defend, indemnify and hold School District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Under this agreement, the RIO SCHOOL DISTRICT and RIO DEL VALLE MIDDLE SCHOOL, RIO VISTA MIDDLE SCHOOL, AND RIO REAL A K-8 DUAL IMMERSION SCHOOL consents to the following data sharing:

This agreement states the conditions under which the Rio School District (hereinafter referred to as "SCHOOL DISTRICT") may release personally identifiable student information to the University of California, Santa Barbara and their Authorized Users (hereinafter referred to as "UCSB Authorized Users - UCSB administrators, program directors and staff") in the Office of Educational Partnerships (OEP) (listed in Section 2.3). The primary purpose

of releasing the personally identifiable information is to allow UCSB's Authorized Users to provide direct educational program services to RSD students through OEP and to conduct institutional and program evaluation of these services to identify appropriate academic and policy-related interventions related to enhancing student achievement. This agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

1. Statement of Work

1.1 Responsibilities of the University. OEP's work focuses on increasing college going rates, in particular, improving academic preparation, college awareness and planning, and enhancing parental leadership and school involvement. Our Mathematics, Engineering, Science Achievement (MESA) program deliver services that are targeted to students with the greatest need. Students with the greatest need are determined by their overall academic performance, in particular, performance in key content areas (English, math, and science) as well as standardized tests such as the CAASPP. OEP is funded by state funds to serve educationally disadvantaged, first-generation college-bound, and/or low-income students.

1.2 Responsibilities of RSD.

- Provide access to MESA student education records pursuant to the terms in sections 2 and 3 of this agreement
- Communicate regularly and promptly with OEP staff, particularly with respect to changes, concerns or special requests
- Provide timely responses to communication

2. Parties

- 2.1** The University's performance hereunder shall be under the direction of Mr. Mario Castellanos (herein the "Representative"). In the event that the Representative becomes unable or is unwilling to continue work under this Agreement the University shall work with RSD to appoint a mutually agreed upon Representative for the duration of this Agreement.
- 2.2** The University's Representative may also be represented by other persons associated with the University and Representative to assist in any phase of the programs services effort. If applicable, this includes Dr. Micaela Morgan, OEP K-12 Programs Director and Dr. Lisa Rodriguez, OEP Evaluator.
- 2.3** The University's Authorized Users - UCSB administrators, program directors and staff are limited exclusively to the following program staff positions (not individuals regardless of position): OEP Executive Director, OEP Evaluator, K-12 Programs Director, MESA Director, and MESA Coordinator. Qualified UCSB Authorized Users shall be proficient and experienced in managing confidential data.
Dr. Micaela Morgan – OEP K-12 Programs Director (MESA Director)
Mayra Villanueva – MESA Program Coordinator
Enrique Guzman – MESA Program Coordinator
Mario Castellanos – OEP Executive Director
Dr. Lisa Rodriguez – OEP Evaluation Coordinator
- 2.4** The RSD Representative is Oscar Hernandez, Assistant Superintendent of Educational Services, who will coordinate the approval of all evaluation research and data disclosure. The RSD Representative will monitor the evaluation research and data use to ensure that it is being conducted as proposed and meets the obligations of this agreement.

2.5 The RSD Sponsor is Dr. John Puglisi, District Superintendent. The RSD Sponsor will be the primary point person for RSD, and will monitor the program services to ensure that they are being conducted as proposed and meet the obligations of this agreement.

3. Disclosure of Student Records Data and Compliance with FERPA

3.1 The University will adhere to all legal requirements, including but not limited to the provisions of the Federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g). For the purposes of this agreement, the University will use data collected by the University and disclosed by SCHOOL DISTRICT in the performance of this agreement for a purpose other than those authorized under §99.31 of Title 34, therefore the University shall obtain parental consent for disclosure of student records using the SBUSD form in Exhibit A. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, the University will not disclose any data contained under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.

3.2 The University will abide by information re-disclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students' education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students. In no event will any personally identifiable information be released to any person or organization other than the UCSB's Authorized Users listed in Section 2.3 and SCHOOL DISTRICT;

3.3 The University shall destroy or return to the RSD Representative all data obtained under this agreement upon the earlier of i) termination of this agreement, or ii) when data are no longer needed for the purposes for which the agreement is drawn. In any event, return or destruction of data shall not occur later than 7 years after the child reaches the age of maturity (18 in California).

3.4 The University's single authorized Representative to request student and/or employee records data, if applicable, is the OEP Evaluator. This request will be sent via an email from the OEP Evaluator to the RSD Representative.

3.5 RSD agrees to temporarily release student records for the duration of this agreement to University subject to FERPA and RSD policies and procedures. RSD agrees to do so by creating secure single-user accounts in the student information system to disclose the following student records data and Personally Identifying Information to the UCSB Authorized Users listed in Section 2.3 as the representative(s) of the University:

- Student Name
- Student Local ID
- CA State ID
- Gender
- Ethnicity
- Home Phone
- Email and Mailing Address
- Date of Birth
- Parent Education Level
- Free and Reduced Lunch Status
- Language Classification
- CA Assessment of Student Performance and Progress Tests Data
- California English Language Development Test Data
- PSAT and ACT/SAT Scores and Reports
- Course schedule and Course Grades
- GPA

- Internal Benchmark/Assessment Data
 - Enrollment History
 - Current Enrollment Site and Grade Level
 - Attendance
 - Course requests
 - Participation in Other Academic Preparation programs (e.g., EAOP, AVID, Upward Bound)
- 3.6 University's Representative(s) is permitted to disclose student records and Personally Identifying Information to other UCSB project personnel, but only to the extent this information is required by project personnel to meet their obligations to the performance of this agreement.
- 3.7 The University's Representative(s) will not use any information in the student's record for any purpose other than those required or specifically permitted by the contract.
- 3.8 A description of the procedures by which a parent, legal guardian, or eligible student may review personally identifiable information in the student's records and correct erroneous information will be provided by the University Representative(s).
- 3.9 A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.
- 3.10 A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced.
- 3.11 The University Representative(s) will not use any personally identifiable information in student records to engage in targeted advertising.
- 3.12 The SCHOOL DISTRICT reserves the right to withhold personally identifiable student data from UCSB's Authorized Users at any time.
- 3.13 The SCHOOL DISTRICT and The University agree to hold the data in strict confidence. The University shall retain data furnished by the school/district and in a place physically secure from access by unauthorized persons. Data in electronic format – including, but not limited to, hard drives, CDs or diskettes – shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The SCHOOL DISTRICT and the University agrees that any computer on which the data reside will be password-protected at all times. All data shall be sent via a security encrypted site.

4. Reports

- 4.1 The University shall provide RSD with an interim technical report by June 30 annually to the RSD Representative. A final technical report (herein the "Report") of program outcomes is due within ninety (90) days after the end date of this Agreement to the RSD Representative. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified.
- 4.2 The University and RSD acknowledge and agree that RSD may not and will not disclose to the UCSB Representative any personally identifiable information (PII) from student and/or employee records unless as specified under Section 7 of this Agreement. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified, unless the report is for

internal RSD staff use only.

5. Performance Period

5.1 The period of performance and the term of this Agreement will commence on July 1, 2020 and will conclude on August 30, 2021; it may be renewed next year by a modification to this agreement pursuant to section 13.

6. Cost

6.1 The DISTRICT shall compensate the UNIVERSITY towards a portion of the cost of the MESA Program Coordinator, administrative services and materials not covered by the school site or district at a rate of \$10,000 per school site per year, which is \$30,000 for the academic year (see summary of expenses in Appendix A).

6.2 The cost of fingerprinting and TB testing will be borne by UCSB; RSD will not provide reimbursement but will need to provide UCSB with an invoice if they incur the cost.

7. Publication

7.1 RSD does not permit that the University use the information and the data collected by or provided to the University in connection with this Agreement for research purposes such as academic research conferences or scientific publications.

8. Governing Law

8.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California, and without regard to the conflict of laws provisions thereof.

9. Notice

9.1 Whenever any notice is to be given hereunder, it will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

If to the University: **Mr. Mario Castellanos
Executive Director, Office of Education Partnerships
1501 South Hall
University of California, Santa Barbara
Santa Barbara, CA 93106-3011**

If to RSD: **Dr. John Puglisi
Superintendent
Rio School District
1800 Solar Dr.
Oxnard, CA 93030**

With a copy to: **Oscar Hernandez, Assistant Superintendent of Educational Services and
Wanda Kelly, Director and Student and Family Services
Rio School District
1800 Solar Dr.
Oxnard, CA 93030**

10. Termination

10.1 Either the University or RSD may terminate this Agreement without cause and without liability to the non-terminating party by giving at least thirty (30) days written notice to the other party.

11. Publicity

11.1 Neither party shall use the name, trade name, trademark, or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party.

12. Indemnification

12.1 RSD shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RSD, its officers, agents or employees.

12.2 The University shall defend, indemnify, and hold RSD, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents or employees.

13. Entire Agreement and Modification

13.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed by an authorized signatory of each party hereto.

This agreement is acknowledged by all parties with the signatures below, and expires on June 30, 2021.

Under this agreement, Rio School District and the University of California Santa Barbara MESA Schools Program consent to the following:

1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

This agreement is acknowledged by all parties with the signatures below, and expires on June 30, 2021. Under this agreement, Rio District and the University of California Santa Barbara MESA Schools Program consents to the following:

1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

APPROVAL SIGNATURES

Dr. John Puglisi, Superintendent of the Rio School District

Date

Rio Board Approval Date

Please print two copies. Send both original documents with appropriate signatures to this address:

UC Santa Barbara
MESA Program
c/o Office of Education Partnerships
1501 South Hall – M.C.
3011 Santa Barbara, CA
93106

TEL: 805.893.8347
FAX: 805.893.3871

When all signatures and Board approval are received, RSD and UCSB MESA will each receive an original copy.

Dr. Micaela Morgan, UCSB Office of Education Partnerships
UCSB K-12 Programs Director (MESA Director)

Date

Mario Castellanos, UCSB Office of Education Partnerships
Executive Director and UCSB MESA Co-Principal Investigator

Date

Glenn Beltz, UCSB College of Engineering Associate Dean
and UCSB MESA Principal Investigator

Date

APPENDIX A:

Below is an example of the UCSB MESA invoice for the 2020-21 academic year.

Summary of Rio School District & MESA Annual Expenses for 2020-21	
<i>Annual RSD Reimbursements & Compensation Expenses Paid Directly to UCSB OEP include the following:</i>	
	<i>Not to exceed (amounts):</i>
<ul style="list-style-type: none"> • Running of MESA Program at Rio del Valle Middle School • Running of MESA Program at Rio Vista Middle School • Running of MESA Program at Rio Real A K-8 Dual Immersion School 	<ul style="list-style-type: none"> \$ 10,000.00 \$ 10,000.00 \$ 10,000.00
<p>The UCSB MESA Program will provide MESA Program Coordinator support and administrative services specific to the Rio School District: MESA staff involvement with teacher-advisors, including training; students, parents; etc. Supply materials needed for student activities, projects and competitions (not provided by the district), STEM/MESA events, and MESA advisor training and supplies.</p>	
Total Paid to UCSB MESA Program	\$ 30,000.00
<i>Annual RSD Direct Contributions to UCSB MESA program:</i>	
<ul style="list-style-type: none"> • A cubicle at the district office for the MESA Program Coordinator with access to a printer, telephone, internet, supplies and copier. • Space to conduct small group meetings and/or workshops • MESA Class Period • Access to student data • A designated school-site MESA Advisor at each school 	

11.18



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.18 Master Contract with Maxim Healthcare Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	80,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends board approval of Maxim Healthcare Services Contract.

Public Content

Speaker: Rebecca Rocha

Rationale:

Maxim Healthcare services provides school districts with supplemental staffing services for areas of high need. These areas include school nursing, physical therapy, occupational therapy, and behavior support, among others. The staff contracted through Maxim Healthcare are highly qualified and typically have experience working in Ventura County so they are familiar with educational programs and procedures that are standard throughout the different districts served by VCOE and the Ventura County SELPA.

Although every attempt is made to hire directly, occasionally the district has a need to contract both short term and long term substitutes for employees in areas for which we do not have a regular substitute pool. Maxim is able to provide qualified substitutes on short notice. The district has used Maxim in the past for school nursing support and occupational therapy support with positive results.

This current contract includes the full time support of an LVN to help with health and nursing in the district as the district has not had any applicants in this area and cannot complete the work required with only one district nurse.

[Nursing Contract 20_21 Maxim.pdf \(280 KB\)](#)

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.



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 10th day of June, 2020, by and between Rio School District located at 1800 Solar Dr. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr. #660 Oxnard, CA 93036 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.
- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION'S specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for four (4) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any

reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Rio School District
1800 Solar Dr.
Oxnard, CA 93030**

ATTN: Accounts Payable

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4** **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5** **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of

receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Rio School District
1800 Solar Dr.
Oxnard, CA 93030
ATTN: Rebecca Rocha

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
500 Esplanade Dr. #660
Oxnard, CA 93036
ATTN: **Matt Amerault**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA /HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

RIO SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.,:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
Rio School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective July 1st 2020:

Service	Rate
Para Educator	\$32.00
LVN	\$48.00
RN	\$60.00
School Cred RN	\$70.00
OT	\$77.00- \$87.00
PT	\$77.00- \$87.00
COTA	\$65.00
SLP	\$82.00- \$92.00
SLPA	\$65.00
Special Education Teacher	\$70.00- \$80.00
MFT	\$68.00
Psychologist	\$87.00- \$97.00
Audiologist	\$60.00
BCBA	\$100.00
BT/ RBT	\$50.00
Midlevel	\$75.00

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$.545 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

RIO SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

11.19



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.19 Library Support Service Contract with VCOE
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	10,560.00
Budgeted	Yes
Budget Source	Title I funds
Recommended Action	Staff recommends board approval of library support services contract.

Public Content

Speaker: Oscar Hernandez

Rationale:

According to the criteria set forth in California Education Code library clerks must be supervised by a certificated librarian. Per guidelines, Rio School District should continue to use the library support services of the Ventura County Office of Education and Rene Hohls, VCOE Library Services Specialist, a certificated librarian, in order for Rio School District to be in compliance with California Education Code Section 18100.

The following criteria would be established through the proposed three-year MOU between VCOE and Rio SD as follows:

1. VCOE will provide library support services pursuant to Section 18100 of the California Education Code to the school sites of Rio School District.
2. VCOE will provide support in implementing State Standards and aligning individual school site library services with the California Model School Library Standards to include the following:
 - a. Provide direct support in the selection and cataloging of library materials to correlate with site needs and support standards-based curriculum
 - b. Provide professional development and training for library staff regarding library materials use, organization, programming, collection development, and standard library procedure and use
 - c. Provide professional development training for library staff to support efforts to integrate information literacy and technology skills into all areas of learning
 - d. Assist in site-specific inventory and assessment of library materials, programming and student/teacher needs
 - e. Provide professional development training for library staff on repair, weeding, and disposal of obsolete materials that conform to approved district policies and procedures to maintain a healthy library collection
 - f. Provide distance-based support on an as-needed basis (via telephone, teleconference, video conference, e-mail or other platform)
3. Assist in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code.

Ms. Hohls provides continuing professional development through distance learning and support for all site library technicians on the following library services priorities as indicated by the district:

- Priority 1: Primary Library Skills Instruction
- Priority 2: Inventory and Weeding
- Priority 3: Collection Development and Analysis Tools
- Priority 4: Programming and Student Engagement
- Priority 5: Media and Information Literacy
- Priority 6: Digital Citizenship and Intellectual Freedom
- Priority 7: Grants and Library Funding Opportunities

Ms. Hohls also continues to work closely with Rio SD library staff on the summer reading program development which will also include access to the Ventura County Public Library ebook collection and other age-appropriate online resources.

Ms. Hohls is working to plan a 5th grade specific summer reading club to further assist elementary students moving up to middle school curriculum and content. Ms. Hohls is also working closely with library staff to provide guidance and resources to assist in the development of a library service plan for programming options aligned with health and safety guidelines from the CDC and CDE for returning staff and students, along with contingencies for campuses and specific library spaces.

[2020-23 3-Yr MOU Rio Library Services \(1\).pdf \(22 KB\)](#)

Administrative Content

Executive Content

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

**AGREEMENT BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION, CURRICULUM AND INSTRUCTION
AND
RIO SCHOOL DISTRICT
FOR
LIBRARY SERVICES**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in providing Rio School District, hereafter called "the District." The purpose is to support staff and students by providing regular and effective library services as follows:

1. Provide library support services pursuant to Section 18100 of the California Education Code to the school sites of Rio School District.
2. Provide support in implementing State Standards and aligning individual school site library services with the California Model School Library Standards to include the following:
 - a. Provide direct support in the selection and cataloging of library materials to correlate with site needs and support standards-based curriculum
 - b. Provide professional development and training for library staff regarding library materials use, organization, programming, collection development, and standard library procedure and use
 - c. Provide professional development training for library staff to support efforts to integrate information literacy and technology skills into all areas of learning
 - d. Assist in site-specific inventory and assessment of library materials, programming and student/teacher needs
 - e. Provide professional development training for library staff on repair, weeding, and disposal of obsolete materials that conform to approved district policies and procedures to maintain a healthy library collection
 - f. Provide distance-based support on an as-needed basis (via telephone or e-mail)
3. Assist in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the District" and the Ventura County Office of Education will work together toward promoting effective library services. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing these services for the purpose of this agreement.

1. **Ventura County Office of Education, Curriculum and Instruction, agrees to:**
 - a. Provide four full days of library services and support on dates to be mutually determined between August 2020 through June 2021. Library services to be provided by VCOE Learning Resource Specialist at a rate of \$880.00 per day. Total cost for library services not to exceed \$3,520.00.
 - b. Provide four full days of library services and support on dates to be mutually determined between August 2021 through June 2022. Library services to be provided by VCOE Learning Resource Specialist at a rate of \$880.00 per day. Total cost for library services not to exceed \$3,520.00.
 - c. Provide four full days of library services and support on dates to be mutually determined between August 2022 through June 2023. Library services to be provided by VCOE Learning Resource Specialist at a rate of \$880.00 per day. Total cost for library services not to exceed \$3,520.00.

1. The District agrees to:

- a. Pay Ventura County Office of Education for Learning Resource Specialist for services, not to exceed \$3,520.00 for services and support between August 2020 through June 2021.
- b. Pay Ventura County Office of Education for Learning Resource Specialist for services, not to exceed \$3,520.00 for services and support between August 2021 through June 2022.
- c. Pay Ventura County Office of Education for Learning Resource Specialist for services, not to exceed \$3,520.00 for services and support between August 2022 through June 2023.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented from July 1, 2020 until June 30, 2023.

For the Rio School District

Carolyn Bernal, Director of Human Resources

Date

For the Ventura County Office of Education, Curriculum and Instruction

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Director of Business Services

Date

11.20



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.20 Approval of STEM Scope Science Licenses
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,291.10
Budgeted	Yes
Budget Source	LCAP funds
Recommended Action	Staff recommends board approval of science licenses for all middle school students.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

STEMscopes Next Generation State Standards provides teachers with rigorous, scaffolded, and differentiated lessons. Intensive hands-on activities, scientific investigations, Engineering Solutions, Project Based Learnings, and technology integrations coupled with step-by-step guides with embedded videos and numerous cross-curricular connections enable teachers to unwrap science standards in a manner that ensures a clear understanding of student performance.

Lesson planning is made simple through the use an intuitive "drag and drop" system that automatically triggers assignments and assessments as teachers move through a suggested scope and sequence. Underpinning all activities is a sophisticated analytics system that provides insight on how to group students, what objectives are strong or weak, and suggestions for how to adapt lessons to better reach under-served students.

STEMscopes Next Generation Science Standards helps students become tomorrow's STEM leaders and innovators by letting them authentically experience science. As students dive in, they learn to the standards with a program that was built from the ground up to NGSS Disciplinary Core Ideas, Performance Expectations, Cross Cutting Concepts, Science and Engineering Practices, and Common Core Math & ELA/Literacy standards. Through a custom built curriculum aligned to DCIs (vs. direct correlation to Performance Expectations) and the easy to use IDEA model, students are able to develop their own contexts and meanings for the scientific concepts they are learning.

[STEM Scope License quote.pdf \(2.67 KB\)](#)

Administrative Content**Executive Content**

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Accelerate Learning Inc

STEMscopes Quote

Quote/Invoice Number: 00048624
 Account Name: Rio School District
 Shipping Address: 1800 Solar Dr # 3
 Oxnard, California 93030-2655
 United States
 Contact Name: Lucila Arceo
 Email: larceo@rioschools.org
 Phone: (805) 485-3111

MAIL PO & CHECKS TO:
 Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464
 Fax: (281) 833-4510
 Phone: (800) 531-0864

Created Date: 6/15/2020 Start Date: 6/30/2020
 Prepared By: Lloyd Martinez

The quantity below represents the total number of students for each grade level.

Product	ISBN	Grade	Quantity	Years	Sales Price	Total Price
PD Webinar Science: Free Trial implementation Training	978-1-64305-811-5		4.00	1 Year	\$0.00	\$0.00
CA NGSS 3D Grade 6 Online	978-1-64304-491-0	Grade 6	614.00	1 Year	\$5.95	\$3,653.30
CA NGSS 3D Grade 7 Online	978-1-64304-492-7	Grade 7	589.00	1 Year	\$5.95	\$3,504.55
CA NGSS 3D Grade 8 Online	978-1-64304-493-4	Grade 8	606.00	1 Year	\$5.95	\$3,605.70
CA NGSS 3D Assessment Package Grades MS Online	978-1-64306-564-9	MS	1,809.00	1 Year	\$0.00	\$0.00
BBC STEMscopes Streaming Student Online	978-1-64306-077-4		1,809.00	1 Year	\$1.95	\$3,527.55

Subtotal: \$14,291.10
 Shipping: \$0.00
 Tax: \$0.00
 Order Total w Tax: \$14,291.10



STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes ("ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

Product Returns/Exchanges: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor.

User Information: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

Term: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

Payment Terms: Payment is due net 30 days after receipt of invoice.

11.21



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.21 Renewal of EADMS/IO Education assessment platform
Access	Public
Type	Action (Consent)
Preferred Date	Jun 24, 2020
Absolute Date	Jul 01, 2020
Fiscal Impact	Yes
Dollar Amount	30,399.27
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends renewing the District assessment platform contract.

Public Content

Speaker: Jarkko Myllari

Rationale: To continue performing online testing and collecting longitudinal, formative data the District should continue on the same platform that was used during the previous years.

[Rio SD IO Assessment Renewal 20-21.pdf \(434 KB\)](#)

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.



Client Order

Q-72796

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 4/2/2020
Valid Through: 6/30/2021

Prepared By: Kevin Mannion

Start Date: 7/1/2020
End Date: 6/30/2021
Quote Term: 12

Customer: Rio Elementary
Address: 2500 E Vineyard Ave
Oxnard, California 93036-1239

Contact: Jarkko Myllari
Phone: (805)485-3111

20/21 School Year

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,386	IO Assessment, Software License	IO Assessment Annual License	\$3.37	\$18,150.82
5,386	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$1.70	\$9,156.20
4,123	Quick Checks	Access to KDS Quick Checks assessments bundle.	\$0.75	\$3,092.25
20/21 School Year TOTAL:				\$30,399.27

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

(a). **“Client Order”** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). **“Documentation”** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **“Licensed Product(s)”** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **“Services”** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **“Software”** means the Illuminate software programs described in the applicable Client Order.

(f). **“Subscription Period”** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“Termination”).

(g). **“Third Party Software”** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms

included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is

necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("Confidential Information"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 10 ("Confidential Information"), Section 11 ("Disclaimers"), Section 12 ("Limitation of Liabilities"), Section 14(c) ("Survival"), and Section 15 ("General Provisions"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all

expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: _____

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Dick Davidson

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

11.22



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.22 RSD and CLU Student Teaching Agreement - Renewal
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the renewal contract for student teaching services with Cal Lutheran University.
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 contract for student teaching services with Cal Lutheran University has expired. The renewal contract has been submitted for approval. The approval will be good for five years. Cal Lutheran is one of our many university partners with whom we engage in services for student teacher placements. It is recommended the contract be approved for renewal.

[2020 RSD and CLU Student Teaching contract - Renewal.pdf \(512 KB\)](#)

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 Lutheran
UNIVERSITY

STUDENT TEACHING CONTRACT

This Agreement is made between California Lutheran University ("CLU") and Rio School District ("Facility").

RECITALS

A. CLU has established an approved program of special training entitled the Student Teacher Program, to provide initial teaching experience through supervised teaching to students enrolled in teacher training curricula (the "Program"); multiple and single subject and educational specialist initial credentials.

B. Program requires supervision and facilities where students can obtain the clinical learning experience required in the curriculum; and

C. Facility has the clinical setting, supervision, and equipment needed by Program trainees as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and Facility agree as follows:

1.0 Obligations of Facility.

1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with CLU's academic calendar. Clinical learning experience shall include supervised teaching in schools and classes of the Facility, not to exceed ten (10) semester units of supervised student teaching for up to 75 full time individual students during the academic year, and/or up to ten (10) CLU students possessing valid internship credentials and enrolled with CLU for supervised teaching in schools or classes of the Facility, and under the direct supervision and instruction of Facility's employees as agreed upon by duly authorized representatives of Facility and CLU. Professional development schools are exempt from the unit limitation.

1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. This will involve working with CLU faculty and staff to assign students to specific clinical cases and experiences, and include the students in selected conferences, clinics, courses, and programs conducted under the direction of Facility. "Supervised teaching" as used in the contract means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of Facility holding valid professional clear credentials, authorizing them

to serve as classroom teachers in the school or classes in which the supervised teaching is provided. It is understood that in no case shall students in learning situations replace regular staff. CLU students enrolled in the clinical experience shall receive a minimum of fifteen (15) weeks of supervision, in conformity with Title 5, California Administrative Code, Sections 6130 (f) (2) and 6160 (f) (2). The clinical experience shall commence on the date the student presents the assignment card and attendant CLU documents to the designated Facility employee.

1.3 Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.4 Facility shall provide to the teacher candidate appropriate access to student records, including CELDT scores, IEP goals and objectives, and other student demographic data as required by CalTPA.

1.5 Facility will assist the teacher candidate in obtaining parent permission to use student work and the videotaping of lessons for the express purpose of CalTPA requirements.

1.6 Facility will recommend to CLU the withdrawal of a Program student if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation at Facility, or (2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist CLU, if necessary, in implementing this recommendation.

1.7 Facility reserves the right, exercisable in its discretion after consultation with CLU, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

1.8 Facility shall provide all equipment and supplies needed for clinical instruction at Facility.

1.9 Facility shall arrange for emergency care in case of illness or accident to any participating student.

2.0 Obligations of CLU.

2.1 CLU will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.

2.2 CLU will withdraw a student from the clinical program at Facility if, after consultation with Facility personnel, CLU determines such action to be warranted.

2.3 CLU will prohibit the publication by the students, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.4 CLU, through Office of the Dean of the Graduate School of Education or Coordinator of Candidate Placement, after consultation with Facility, shall plan and oversee the educational program for student clinical experiences.

2.5 CLU will ensure that all candidates have passed subject matter competency, have been fingerprinted and issued a Certificate of Clearance, and have passed all state and university requirements prior to being placed in the classroom.

2.6 CLU will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility, and the academic calendar of CLU.

2.7 Instructors and students at CLU will abide by the rules and policies of Facility while using its facilities.

3.0 Term.

3.1 This agreement will commence on August 1, 2020 and is valid for five years.

4.0 Application of Facility's Rules.

CLU students, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules directly relate to clinical training. CLU students will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and Facility each reserve the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to render a certificate of liability insurance to Facility indicating coverage of CLU and its agents, employees, and students for their acts, failure to act, or negligence arising out of or caused by the activity which is the subject of this Agreement.

6.2 Facility agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of

Facility, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 Facility and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national origin, disability, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 Facility agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

8.0 Remuneration.

8.1 CLU shall pay Facility's supervising teachers for the performance of all services required to be performed under this contract at the rate indicated on the annual cooperating teacher agreement (see Appendix A).

8.2 Facility will not provide remuneration either in the form of pay or in kind to any employees of CLU for any services performed or activity required in connection with matters associated with this Agreement.

9.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.

10.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except that if CLU terminates this agreement based on lack of funding, the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

11.0 Non-Assignment and Subcontracting.

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

12.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

13.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

14.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

15.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

16.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, _____.

California Lutheran University:

Facility:Rio School District

By: 
(Signature)

By: _____
(Signature)

Karen Davis
(Printed Name)

(Printed Name)

V.P. for Administration & Finance
(Title)

(Title)

Appendix A

California
Lutheran
University

Cooperating Teacher Agreement

60 W. Olsen Road #4100
Thousand Oaks, CA 91360

Have you been paid by Californian Lutheran University as a Cooperating Teacher in the past?

Click this link → [W-9 IRS fileable form](#) ← to complete a W9 form.

Note this will take you to the IRS official site to complete a W-9. You will need to complete, print, physically sign, and scan the form to your computer so that you can attach it to this form. Closing the IRS TAB will return you to this form.

Do not use the back arrow on the IRS site. Do not close the tab that you are using to complete this form. If you close the Cooperating Teacher Request Form tab, you will need to start over.

You must print and physically sign the W-9 form. The Business Office cannot accept an E-Signature on a W-9 form. Once you have printed and signed the W-9 form, you can either scan and save it to your computer and attach the file here or send the signed paper W-9 form to The California Lutheran University Graduate School of Education Administrative Assistant, Clarisse Lincir. The fax number and mailing address will be sent to you in an email after you submit this form.

W-9 Form:

Cooperating Teacher Name: _____ Semester: Please Select Year: _____
Name of School: Please Select Grade: _____
District: _____ CLU-Trained* Please Select

*Attended CLU Cooperating
Teacher orientation training

I agree to provide supervision of teacher candidates. I have reviewed the Cooperating Teacher Handbook on the CLU website at <http://www.calutheran.edu/education/faculty/learning-and-teaching/>

I understand that the Teacher Candidate needs experience with many aspects of classroom organization, management, and curriculum, including (but not limited to) the following:

- Student assessment in reading, writing, math and science or IEP/504 plan (multiple subject)
- Student assessment in reading and content area or IEP/504 plan (single subject)
- Instruction based on state content standards
- Opportunity to use technology in instruction
- Access to both English learning and special needs students to complete State and university requirements and assignments
- Access to focus students' cumulative files in order to complete credential requirements
- Lesson planning in all curricular areas including integration of subjects
- Grouping students for skill, heterogeneity, interest, level, or IEP/504
- Differentiating lesson plans and assessments to meet the needs of all students
- Manipulative and resource materials for reading, math, science, or special materials for adaptations and accommodations listed in IEP/504 plans
- Classroom library organization including leveled readers, age appropriate, culturally diverse literature in a variety of genres, and expository texts
- Resources of school: resource, reading lab, computer lab, etc.
- Grade level, faculty meetings, in-service, parent conferences, and IEP/504 meetings when appropriate
- Allow the video taping of a lesson in order to complete State credential requirements (Permission forms will be obtained from parents if students are included in the video.)

By checking this box I affirm that I Agree and Understand the requirements for cooperating teacher participation listed above.

Semester - Please Select - Year: _____ Methods Full Time Student Teaching

Student Name: _____

Supervisor: _____

Cooperating Teacher: _____ Soc. Sec.# _____

REQUIRED FOR STIPEND PAYMENT

Home Address: _____

City: _____ State: _____ Zip: _____

Previous Address: _____

Home Phone: _____ Work Phone: _____

E-mail address: _____

Education: Degree Major _____ University _____ Date _____

Degree Major _____ University _____ Date _____

Other _____

Have you ever attended Cal Lutheran? - Please Select -

Credential(s) Held: Elementary Secondary Ed. Spec

Other subjects: _____

School Name: _____

School Address: _____

City: _____ Zip: _____

Principal: _____ School Phone: _____

Stipend: _____

Cooperating Teacher Signature _____ Date: _____

**California
Lutheran
University**

Cooperating Teacher Information and Stipend Form

60 W. Olsen Road #4100
Thousand Oaks, CA 91360

In order to provide better service to cooperating teachers, this form is required and for internal use only. For questions, please contact the Department of Learning and Teaching at (805) 493-1473

11.23



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.23 Food Service Vending Contract with the Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center)
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve the Food Service Vending Contract with the Boys and Girls Club.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio School District has been servicing the Boys and Girls Club at the Nyeland Acres Community Center for the past twelve years. This annual contract reflects the servicing agreement between both parties. Rio School District will be claiming the meals served at the center, which will offset the expense. Approval of this contract allows Rio Food Services to provide BGCOP at the Nyeland Acres Community Center with Supper meals.

[Nyeland Center Contract 2020-2021.pdf \(86 KB\)](#)

Administrative Content

Executive Content

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**FOOD SERVICES VENDOR AGREEMENT FOR 2020-2021
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES
AND THE BOYS AND GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME**

This AGREEMENT is entered by and between Rio School District, hereinafter referred to as "RSD"; and The Boys and Girls Club of Greater Oxnard and Port Hueneme, hereinafter referred to as "BGCOP". This agreement is made for the purpose of preparing meals which meet the National School Lunch, Breakfast Program meal requirements, and Child and Adult Care Program. This agreement will be for the period of August 1, 2020 through June 30th, 2021.

WHEREAS, RSD has the capability of providing such service; and,

WHEREAS, BGCOP has the present need for reimbursable meals at the Nyeland Acres Community Center, located at 3334 Santa Clara Ave., Oxnard, CA 93036; and,

WHEREAS, RSD is willing to provide Child and Adult Care Program meals to BGCOP at no charge for the 2020-2021 school year.

WHEREAS, BGCOP will pick up Child and Adult Care Program meals from Rio Del Valle Middle School daily, located at 3100 Rose Ave., Oxnard, CA 93036.

Now THEREFORE, the parties hereto agree as follows:

Effective the August 1, 2020,

RSD SHALL:

1. Prepare meals which meet the nutritional standards of the Child and Adult Care Program as established by the United States Department of Agriculture each day that Rio is in session and include a copy of the school year calendar with this contract. Eating utensils, straws, and napkins will be provided.
2. Be responsible for the temperature and quality of meals at the time meals are picked up.
3. Have no responsibility for the condition or care of said meals after BGCOP accepts receipt.
4. The number of lunches prepared and delivered by RSD shall be equal to the number of meals requested by BGCOP the day before pick up or delivery.

FOOD SERVICES VENDOR AGREEMENT

**RIO SCHOOL DISTRICT – THE BOYS AND GIRLS CLUB OF GREATER OXNARD AND
PORT HUENEME**

Page 2

5. Provide BGCOP Center a monthly menu covering the meals to be served for the following month. The menu is subject to change without notice, but will always meet the nutritional standards.
6. RSD will represent BGCOP and include the meal participation as part of the Child and Adult Care Program in the process of claiming reimbursement from the State Department of Education. When the reimbursement is received, it will be retained by Rio School District.
7. Submit BGCOP by the 15th of the following month an itemized invoice for any meals over and above what was claimed. This invoice will reflect any adult meals consumed and the difference between meals requested by BGCOP versus meals claimed.
8. RSD will allow BGCOP a five meal variance per day before charging the difference between meals requested versus what was claimed. At which time, BGCOP will be charged \$3.41* for any meal over the five meal variance.

**Price is subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP).*

9. RSD will comply with all rules and regulations pertaining to the Child and Adult Care Program as outlined by the state and federal authorities, subject to audit. Notify BGCOP of the current RSD contact information 30 days prior to the start of this contract.
10. Provide general liability and workers' compensation insurance covering services to be provided under this agreement, or to self-insure such services. The level of insurance shall be equal to the requirements of Insurance Service Office GL002; Certificate of Insurance attesting to coverage shall be attached.

BGCOP SHALL:

1. Provide RSD with the calendar of BGCOP operating days 30 days in advance of the start of the new school year service.
2. Request the number of reimbursable meals needed for each day of service at least (24) twenty-four hours in advance written on the daily count form at the time of the previous day's

pick-up or via email to the preparation site manager. Any changes needs to be called or emailed to RSD per instructions, no later than 7 a.m. for the following day.

3. A BGCOP designee shall sign for receipt of the meals. BGCOP is obligated to accept and be charged for the number of meals requested over a 5 meal variance. BGCOP is required to distribute the reimbursable meals to the students at the appropriate meal time.

**FOOD SERVICES VENDOR AGREEMENT
RIO SCHOOL DISTRICT – THE BOYS AND GIRLS CLUB OF GREATER OXNARD AND
PORT HUENEME**

Page 3

4. Return to RSD any and all property owned by RSD on a daily basis.
5. Be responsible for maintaining the proper temperature of the meals until they are consumed.
6. Provide the personnel necessary to serve and supervise the consumption of the meals. If BGCOP chooses to contract a RSD employee, BGCOP will be billed an additional thirty-four dollars per day for two hours of labor. This cost will be added to the monthly invoices.
7. Should BGCOP request to have meals delivered by an RSD employee, BGCOP will be charged a delivery fee of \$100 per month.
8. Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy pupils and keep accurate records of the number of meals consumed daily.
9. BGCOP will record daily meals consumed on a meal count form provided by RSD. Meal count forms will be returned to a designated RSD employee, the following day.
10. Submit payment to the RSD, with a copy of the invoice provided, on or before 15 days following receipt of said invoice for meals charged for the prior month.
11. Direct all business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, to the Food Services Supervisor, Rio School District.

JOINT OBLIGATIONS:

1. RSD and BGCOP shall comply with all applicable federal, state, and local statutes and regulations which regard to the preparation and consumption of meals which meet the Child and Adult Care Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of meals, and non-discrimination. All records maintained by the RSD and BGCOP shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulations.

**FOOD SERVICES VENDOR AGREEMENT
RIO SCHOOL DISTRICT – THE BOYS AND GIRLS CLUB OF GREATER OXNARD AND
PORT HUENEME**

Page 4

2. Either party may terminate this agreement by giving thirty (30) working days written notice.
3. Each party to this agreement, RSD and BGCOP shall indemnify and hold harmless the other party from all independent acts committed by that other party which give rise to any form of claim for liability arising out of such independent act.

TERM

This agreement shall become effective the 1st day of August, 2020, and will continue until June 30, 2021, at which time it will be renewed for additional 12 month terms if both parties agree.

IN WITNESS WHEREOF, the representatives of RSD and BGCOP have executed this agreement as of the date indicated below.

**RIO SCHOOL
DISTRICT**

**THE BOYS AND GIRLS CLUB OF
GREATER OXNARD AND PORT HUENEME**

By _____

By _____

Date _____

Date _____

11.24



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.24 Food Service Vending Contract with Child Development Resources (CDR)
Access	Public
Type	Action (Consent)
Budget Source	Cafeteria Fund
Recommended Action	Administration recommends approval of the contract for CDR as submitted.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio School District's Food Services has provided meals to CDR for the past 12 years. This is the annual contract update to reflect the new pricing structure for the 2020/2021 school year.

Approval of this contract allows Rio Food Services to provide all CDR preschool programs operating within RSD with breakfast, lunch, and snack.

[CDR Food Service Contract 2020-2021.pdf \(85 KB\)](#)

Administrative Content

Executive Content

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Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.25 Food Service Vending Contract with Child Development Resources (CDR)
Access	Public
Type	Action (Consent)
Budget Source	Cafeteria Fund
Recommended Action	Administration recommends approval of the contract for CDR as submitted.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio School District's Food Services has provided meals to CDR for the past 12 years. This is the annual contract update to reflect the new pricing structure for the 2020/2021 school year.

Approval of this contract allows Rio Food Services to provide all CDR preschool programs operating within RSD with breakfast, lunch, and snack.

[CDR Food Service Contract 2020-2021.pdf \(85 KB\)](#)

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.

**STANDARD AGREEMENT FOR FOOD
SERVICE/VENDING
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES
AND CHILD DEVELOPMENT RESOURCES**

This AGREEMENT is entered into on this 1st day of August 2020, by and between Child Development Resources (CDR) of Ventura County, hereinafter referred to as the "Agency", and Rio School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary straws, utensils, and napkins for CDR located at, Rio Lindo School, 2131 Snow Ave, Oxnard, Ca., Rio Plaza School, 600 Simon Way Oxnard, Ca., Rio Rosales School 1001 Kohala St Oxnard, Ca in accordance with the number of meals requested and at the cost(s) per meal listed below.

Breakfast	<u>*\$1.84 each</u>	Lunch	<u>*\$3.41 each</u>
Supplement/Snack	<u>* \$.94 each</u>	Supper	<u>\$ N/A each</u>

**Prices are subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP).*

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.
3. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used

to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

4. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
5. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
6. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick up time.
7. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the Child and Adult Care Food Program meal requirements for field trips when requested by the Agency at least 10 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rates
8. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
9. Operate in accordance with current CACFP requirements.
10. Retain all required records for a period of five (5) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for Audit or administrative review at a reasonable time and place.
11. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
12. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

13. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
14. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (pick-up) site, at the specified time on each specified (pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFR Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing August 1st 2020, and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature

Agency Official Signature

Official Name (please type)

Agency Official Name (please type)

Title

Title

Telephone

Telephone

Date

Date

11.25



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.25 Food Service Vending Contract with Continuing Development Incorporated (CDI)
Access	Public
Type	Action (Consent)
Budget Source	Cafeteria Fund
Recommended Action	Staff recommends approval of the Vendor Agreement between Rio School District (RSD) Food Services and Continuing Development Incorporated (CDI). RSD is currently offering meals to similar programs such as Child Development Resources (CDR) on other Rio Campuses.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This annual contract reflects the new pricing structure for the 2020/2021 school year, which will offset the expense. Approval of this contract allows Rio Food Services to provide all CDI preschool programs operating within RSD with breakfast, lunch, and snack.

[CDI Food Service Contract 2020-2021.pdf \(85 KB\)](#)

Administrative Content

Executive Content

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**STANDARD AGREEMENT FOR FOOD
SERVICE/VENDING
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES
AND CONTINUING DEVELOPMENT INCORPORATED**

This AGREEMENT is entered into on this 1st day of August 2020, by and between Continuing Development Incorporated (CDI) of Ventura County, hereinafter referred to as the "Agency", and Rio School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary straws, utensils, and napkins for CDI located at, Rio Del Norte School at 2500 Lobela Ave., Rio Real 1140 Kenney Street in Oxnard, and Rio Del Mar School 3150 Thames River Dr. in accordance with the number of meals requested and at the cost(s) per meal listed below.

Breakfast	<u>*\$1.84 each</u>	Lunch	<u>*\$3.41 each</u>
Supplement/Snack	<u>* \$.94 each</u>	Supper	<u>\$ N/A each</u>

**Prices are subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP).*

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.
3. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used

to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

4. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
5. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
6. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick up time.
7. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the Child and Adult Care Food Program meal requirements for field trips when requested by the Agency at least 10 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rates
8. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
9. Operate in accordance with current CACFP requirements.
10. Retain all required records for a period of five (5) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for Audit or administrative review at a reasonable time and place.
11. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
12. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

13. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
14. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (pick-up) site, at the specified time on each specified (pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFR Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing August 1st 2020, and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature

Agency Official Signature

Official Name (please type)

Agency Official Name (please type)

Title

Title

Telephone

Telephone

Date

Date

11.26



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.26 Blanket Authorization for disposal of Obsolete Property by Director of Facilities for the 2020/2021 School Year.
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended that the blanket authorization to dispose of obsolete property be approved for the 2020/2021 school year.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Director of Facilities accumulates obsolete property on an ongoing basis. Property is deemed obsolete when it is irreparable, beyond economical repair, or obsolete for District use. District staff must evaluate obsolete property and sell, recycle, donate or dispose of the property in the best interest of the District, in keeping with guidelines of the California Education Code. The Director of Facilities is seeking a "blanket" authorization to recycle property on an "as needed" basis without having to have a new board agenda item for each disposal effort. Disposal of obsolete property is an ongoing process throughout the year, waiting for an upcoming Board meeting can delay the process by 2-4 weeks. Education Code Section(s) 17545 and 17546 allow the Governing Board to sell surplus or obsolete property through public sale, private sale, or to donate such property to a charitable organization, or to dispose of such property at a public dump.

Administrative Content

Executive Content

11.27



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.27 Approval of bid from Tech Wall for installation at Rio Del Valle gymnasium.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	72,408.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the bid from Tech Wall for the installation of a tech wall at Rio Del Valle gymnasium.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

For the safety of the students, a site-fabricated acoustical wall treatment is needed in the gymnasium at Rio Del Valle to prevent injuries when students are playing sports.

Tech Wall RDV (2).pdf (141 KB)

Administrative Content

Executive Content

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*Acoustical / Tackable
SPECIALISTS
Since 1989*

Updated Date June 12th, 2020

TECH-WALL proposes to furnish the necessary labor and materials on the following project:

Rio Del Valle Gymnasium

Site-Fabricated Acoustical Wall Treatment

Bid: \$ 72,408**

Scope of work: Provide Fabric-Covered Acoustical Wall Treatment over CMU surfaces from above door height to the ceiling*. As comparison this represents 7,100 sq. ft. coverage at Rio Del Valle – There was 3,900 sq. ft. coverage at Rio Del Sol.

Supply & Install Acoustical Panels in 1" thickness covered in Guilford "FR701" selected color Silver Papier.

Notes: * Not all surfaces can be covered in some areas such as where wall surfaces are inaccessible due to HVAC and some conduit mountings. We will cover as much area as possible to make it visibly appealing and consistent.

***We recommend that the Tackable Wall Coverage discussed earlier from door jamb height down *not be done*. Since the panels are covered in fabric they might be confused as Gym Pads and could potentially cause student injury if run into. That scope of work is not included in this Bid.**

****Per request made June 11 the adjusted Bid price includes the 2% Bond noted in our "footer".**

We are a UNION company

We are Small Business Certified

Small Business Certified #36116

License # 599057

DIR # 1000004150

Addendum's noted

Alternates affecting this bid - None

For bond add 2% to bid

Bid price good for 30 days

Plan Revision

TW Job #

This bid sheet is to be included in the contract

www.tech-wall.com

4564 Telephone Rd Suite 802 Ventura, CA 93003 (805) 642-7600 FAX (805) 642-0330

11.28

**Agenda Item Details**

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.28 Approval of the Proposal with Pacificom from Rio del Valle Middle Gym Sound System
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	44,900.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends approval of the Proposal with Pacificom for installation of a sound system at Rio del Valle Gym.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Pacificom will install a sound system in the Rio del Valle Gymnasium to improve the acoustical sound.

[Pacificom RdV.pdf \(64 KB\)](#)

Administrative Content**Executive Content**

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# 100002383

Page No. 1 of 2 Pages

PROPOSAL

No. 95834

PROPOSAL SUBMITTED TO:**DESCRIPTION OF JOB**

Rio School District

Rio Del Valle Elementary School

2500 E. Vineyard Avenue

Gym Sound System

Oxnard, CA 93036

ATTN: Keith Henderson

PHONE:

FAX/EMAIL:

DATE: January 7, 2020

We Hereby Submit specifications and estimates for providing and install a sound system in the gym. We will install two premium wall mount speakers on each side of the gym aimed at the audience area. We will provide a microphone input plate on each side of the gym. The two amplifiers, signal processor, media player, hearing impaired system and two wireless microphone systems will be installed in an equipment rack in the custodial room. All wire will be installed in EMT conduit.

Our price includes equipment, cable, conduit, installation labor, lift rental, programming, testing and sales tax. AC power wiring provided by others.

QTY	MANUFACTURER	MODEL	DESCRIPTION
1	QSC	CMX500VA	Amplifier
1	QSC	Core110F	Signal Processor
2	QSC	TSC7W	Touch Screen Panel
2	Electrovoice	EVF1122D-96	Wall Mount Speaker
2	Shure	SM58LC	Handheld Microphone
2	Shure	ULXS4-G3	Wireless Microphone Receiver
1	Shure	ULX2/SM58-G3	Handheld Microphone System
1	Shure	ULX1-G3	Bodypack Transmitter
1	Shure	WL185	Lavalier Microphone
1	Shure	UA506	Rack Mount Kit
1	D Link	DGS1210-10P	Switch
a/r	West Penn Wire	25225	Speaker Cable
a/r	West Penn Wire	25291	Microphone Cable
1	Listen Technologies	LT800-72	Hearing Assistance Transmitter
1	Listen Technologies	LA122	Antenna
1	Listen Technologies	LA326	Rack Mount Kit
10	Listen Technologies	LA5200-72	Receiver
10	Listen Technologies	LA430	Neck Loop
10	Listen Technologies	LA401	Ear Speaker
10	Listen Technologies	LA402	Headphones
10	Listen Technologies	LA365	Battery
1	Listen Technologies	LA380	Charger
1	Listen Technologies	LA304	ADA Kit
2	Polar Focus	WMV-2226-250-X	Wall Bracket
2	Polar Focus	ZBH-15-300-X	Pan Control
2	Polar Focus	TCK-X-250	Tilt Kit
4	HOSA	HMIC-050	Microphone Cable, 50 ft.
1	Middle Atlantic	UPS2200R-8-IP	UPS
1	Middle Atlantic	BGR-38SA-27	Rack
1	Middle Atlantic	D2LK	Drawer
2	Middle Atlantic	D3LK	Drawer
1	Middle Atlantic	D4LK	Drawer

1	Middle Atlantic	D5LK	Drawer
4	Middle Atlantic	FI-X	Drawer Inserts
1	Middle Atlantic	VARIOUS SIZES	Blanks
1	Middle Atlantic	MPRSEQ	Power Sequencer
4	Middle Atlantic	RLM15A	Power Outlet
1	Middle Atlantic	MPR-3A	Raceway
1	Middle Atlantic	RLM20A	Switched Outlet

BREAK OUT PRICE			We Hereby Propose to furnish labor, materials, freight, and sales tax to complete in accordance with the above specifications for the of total of the project,	
LABOR	\$12,467.25	With payment to be made as follows:		
MATERIALS	\$30,100.00			X
7.75%	SALES TAX	\$2,332.75	Progress billing, based on percentage of completion, Net 30 days.	
FREIGHT			100% upon completion, Net 30 days.	
TOTAL		\$44,900.00		

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:

Paul Vacca

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:

11.29



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.29 Approval of bid from KBZ for the architecture of shade covers at Rio Plaza, Rio Lindo, and Rio Del Norte
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	24,000.00
Budgeted	Yes
Recommended Action	It is recommended that the bid from KBZ be approved for the architecture of shade covers at Rio Plaza, Rio Lindo, and Rio Del Norte.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The project concept is to provide an approximately 30'x100' shade structure at each of three sites:

Rio Plaza, Rio Lindo, and Rio Del Norte.

The primary intention for these structures is for use as outdoor teaching space as part of a larger response to the COVID-19 epidemic.

KBZ will process applications for each of the three sites through the Division of the State Architect (DSA) under their Bulletin BU-20-01 "DSA Assistance During the COVID-19 Pandemic for Emergency School Facilities."

[RSD Shade Structures at 3 Sites Proposal-Agreement.pdf \(75 KB\)](#)

Administrative Content

Executive Content

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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
Shade Structures at 3 Sites
Proposal – Agreement**

16 June 2020

Rio School District
Attn. Dr. Puglisi & Wael Saleh
1800 Solar Dr.
Oxnard, CA 93036

Re: **Shade Structures at 3 Sites**

Dear Dr. Puglisi & Mr. Saleh,

Kruger Bensen Ziemer Architects is pleased to propose professional services for the above noted project.

We understand the project concept is to provide an approximately 30'x100' shade structure at each of three sites: Rio Plaza, Rio Lindo, and Rio Del Norte. The primary intention for these structures is for use as outdoor teaching space as part of a larger response to the COVID-19 epidemic. As such, we will process applications for each of the three sites through the Division of the State Architect (DSA) under their Bulletin BU-20-01 "DSA Assistance During the COVID-19 Pandemic for Emergency School Facilities." Under this Bulletin, the shade structures will be classified as permanent structures so that the structures may be used for more than three years, and DSA will waive the customary 6-week minimum requirement before projects can be submitted for review as soon as possible.

This proposal is based upon the District selecting a DSA Pre-Check (PC) Approved shade structure from a qualified vendor and KBZ preparing a site-specific adaptation drawing and processing an application package through DSA for each of the three project sites. KBZ has advised the District that all three sites are in seismic hazard zones subject to liquefaction and we understand that the District is pursuing the required geotechnical investigations and seismic hazard reports. The results of these reports may affect the ability to use a PC-approved design.

KBZ will serve as a prime vendor to the District. This project will be submitted to DSA for review and approval. Following is an outline of services that will be provided by KBZ and our direct consultants:

OUTLINE OF SERVICES:

1. **Construction Documents / DSA Approvals:**
 - Site investigation of typical DSA-required improvements (accessible restrooms, accessible parking space, path of travel).
 - Site design/placement of the shade structure, including grading plan/concrete slab placement at two of the sites. At Rio Real, the structure is anticipated to be placed over existing asphalt.
 - Permit processing through Division of the State Architect (DSA), including (1) remote OTC session with DSA for project back-check review and project approval for each site.
2. **Construction Administration Support**
 - KBZ will attend the pre-construction conference meeting.
 - KBZ will answer RFI's, review submittals and pay applications, and otherwise support construction administration efforts.
 - KBZ will participate in one punch list walk at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services on a T&M basis.
4. **Closeout:**
 - KBZ will process end-of-project documentation through DSA for project certification.
 - KBZ will verify punch list items are complete per above.

PROPOSED FEE: \$24,000.00

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

District shall be responsible for any additional topographic and/or boundary survey work, agency review and permit fees, hazardous material testing, and geotechnical investigations.



**Rio School District
Shade Structures at 3 Sites
Proposal – Agreement**

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

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

Very truly yours,

Todd A Jespersen AIA, LEED AP_{BD+C}
Principal Architect & CFO
California License #C25839

Agreed:

Signature

Printed name

Date

11.30



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.30 Approval of Proposal from NV5 for the Geotechnical Study at Rio Lindo, Rio Plaza and Rio del Norte School Sites Elementary.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	43,200.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Proposal from NV5 be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Proposal for Preliminary Geotechnical Study for the three proposed 30 ft x 100 ft Shade Structures at: - Rio Plaza Elementary School - Rio Lindo Elementary School - Rio Del Norte Elementary School.

[NV5 Proposal - RSD 3 Shade Structures Geotech.pdf \(3,380 KB\)](#)

Administrative Content

Executive Content

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June 12, 2020

Rio School District
c/o Balfour Beatty
300 E. Esplanade Drive, # 1120
Oxnard, CA 93036

Proposal No: 2020.06.0107

ATTENTION: Keith Henderson

Subject: Proposal for Preliminary Geotechnical Study
Three Proposed 30 ft x 100 ft Shade Structures at:

- Rio Plaza Elementary School
- Rio Lindo Elementary School
- Rio Del Norte Elementary School

NV5 is pleased to provide this proposal to perform a preliminary geotechnical study for the three proposed new shade structures at the listed campuses. This proposal summarizes our understanding of the project and presents NV5's proposed scope of services with the associated estimated costs. In addition, a brief summary of our qualifications is provided.

The purpose of the proposed geotechnical study is to evaluate the geotechnical site conditions as they relate to the proposed improvements, and to provide geotechnical recommendations for the currently proposed development.

Project Understanding

Our project understanding is based upon review of an email request for proposal from Keith Henderson, dated 6/08/2020. In addition, preliminary site plans were provided via email on 6/10/2020. We understand that the District is planning on construction of a single, 30 foot by 100 foot Hip-type, all-steel shade structure at each of the three listed campuses.

The three campuses are all located within a State-designated Liquefaction Hazard zone. The campuses are NOT located within Earthquake-Induced Landslide Hazard or Earthquake Fault zone zones. According to regional geologic maps, the sites are underlain by quaternary alluvium. Local areas of engineered fill may be present.

We understand that the ~3,000 ft² shade structures will require full, DSA-compliant Geohazard studies in conformance with DSA IR A-4-13, DSA IR PC-4_Iss_03-27-20, and CGS Note 48-2019.

The project is subject to Prevailing Wage law.

Summary of NV5 Qualifications

NV5 presents a uniquely-qualified team delivering a diverse spectrum of professional services across five integrated service lines from 24 offices in California and 100 offices nationwide:



Our local Ventura office was founded in 1959 as BTC LABS and specializes in design and construction services for schools, hospitals and public agencies, including:

- ✦ Geotechnical Design Investigations
- ✦ Construction Materials Testing
- ✦ Environmental Consulting
- ✦ Pavement Engineering & Evaluation
- ✦ Concrete, Prestressing, Masonry Inspection
- ✦ Welding, Bolting, Fireproofing Inspection
- ✦ Public Works / DSA / OSHPD Inspection
- ✦ Forensic Studies / Failure Analysis

In addition, NV5’s Ventura office provides comprehensive survey services, including:

- ✦ Construction Surveying
- ✦ Land Surveying & Land Management
- ✦ Aerial & Conventional Topographic Survey
- ✦ High Definition Scanning, LiDAR, Ortho Photography
- ✦ Public Agency Map Checking & 3rd Party Support
- ✦ Easement & Right-of-Way Acquisition

A fliersheet summarizing NV5’s various services is included following this proposal.

NV5’s Ventura **Geotechnical and Materials Laboratory** is recognized as one of the oldest and most sophisticated in California, certified by the agencies listed below:



As one of the oldest and largest inspection and testing labs in California, NV5 Ventura has completed thousands of successful geotechnical and CoMET projects for school, hospital, public works infrastructure, commercial, and industrial clients. NV5’s DSA Laboratory is LEA #14, one of the 5 lowest (i.e. oldest) labs currently active in the State. NV5 has been providing Geotechnical Engineering services to California K-12 public school districts for over 50 years, with extensive local geotechnical experience providing similar geotechnical investigation and construction quality assurance services on thousands of projects for school districts, colleges, hospitals and public infrastructure throughout Southern California.

NV5’s highly experienced **Project Team** will consist of the following lead individuals:

- **Scott Moors, PG, CEG, CHg; Project Principal:** Mr. Moors has 30 years of directly-related geotechnical, materials and pavement engineering, and environmental experience and will be responsible for overall project quality, timely project delivery, and client communication.
- **Shaun Simon, PE, PG, CEG, QSD, QSP; Engineering Manager:** Mr. Simon has 17 years of directly-related experience and will be in charge of project engineering and project management.
- **Bruce Smith, PE, GE; Geotechnical Engineer:** Mr. Smith has 30 years of geotechnical expertise with extensive experience in seismic hazard evaluation, deep foundation design, DSA school projects, and Caltrans bridge-design studies.
- **Engineers & Geologists:** NV5 is fully staffed with Professional Engineers (PE), Geotechnical Engineers (GE), Professional Geologists (PG), Certified Engineering Geologists (CEG), Hydrogeologists (CHg).
- **Inspectors & Technicians:** NV5 maintains the largest staff of licensed and certified deputy special inspectors, engineering technicians, public works inspectors, engineers and geologists in the region.
- **Land Surveyors:** NV5 Ventura’s survey staff includes civil engineers, Professional Land Surveyors (PLS), survey technician, CADD support, and project managers,



SCOPE OF SERVICES

NV5's proposed scope of services is intended to comply with the requirements of the California Building Code (§1803A) and the California Geological Survey (Note 48). In order to prepare the geotechnical report, NV5 proposes the following scope of services:

Task 1 – Project Preparation and Documentation Review: Review existing site geotechnical reports, review plans, and research the available geologic and geotechnical data pertinent to the site.

Reconnoiter the 3 sites to assess the site conditions, mark the proposed borings locations, and coordinate with Underground Service Alert (USA) as required per State mandatory protocol.

Notice Regarding Underground Utilities: Please note that USA does not locate utilities within private property. It is the Client's responsibility to provide NV5 with any available information on locations for all utilities and utility easements situated within the site at least 5 working days before the start of our field investigation. Penetrating the site subsurface is inherently risky. It is impossible to determine with certainty the precise location of all underground structures. NV5's fee is not adequate to compensate for both the performance of the services described herein and the assumption of the risk associated with damaging underground structures. Disruption of utilities or damage to underground structures will be the responsibility of the Client.

Exploration Permits: Boring permits are not anticipated to be required for this project. It is assumed that if permits are required that the client will provide those.

Task 2 – Field Exploration: Drill, sample, and log up to two exploratory hollow stem auger borings on each of five campuses at locations distributed throughout the work area. Based on CGS Note 48, and considering the proposed structure footprint, NV5 understands that two borings will be sufficient to appropriately characterize the subsurface conditions in the area of the proposed improvements, and satisfy CGS Note 48. The exploratory borings will be excavated to depths ranging from approximately 30 to 50 feet below ground surface. Actual depths will be determined based upon field conditions encountered during drilling.

Relatively undisturbed soil samples and bulk samples will be obtained from the borings at selected depths. An NV5 engineer or geologist will excavate the exploratory borings and log the underlying materials based on visual observation of cuttings and soil samples.

The ground surface at the proposed boring locations consists of grass playfields. NV5 is not responsible for damage to landscape irrigation pipes not previously marked by District staff.

Borings will be backfilled with bentonite/cement slurry and/or bentonite chips. Drill cuttings will be drummed and disposed offsite. Drums will be temporarily



stored onsite in a District approved location pending environmental characterization and pickup for offsite disposal. The District will be required to site disposal manifests for investigation-derived waste.

Fieldwork Hours: Field exploration is planned for normal business hours, Monday through Friday. If field exploration is required during off-hours, additional fees will apply.

Hazardous Materials: In the event that suspected hazardous materials are encountered during drilling, as indicated by odor or visually, impacted exploratory excavations will be terminated and arrangements will be made to backfill such excavations with cement grout. NV5 will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added costs incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the site investigation in accordance with our current fee schedule.

Task 3 – Laboratory Testing: Selected soil samples will be tested to evaluate the engineering characteristics and classify the on-site soil materials. Laboratory tests will be determined based upon the results of the field exploration. Tests will include:

- In-situ moisture and dry density
- Grain-size distribution
- Liquid and Plastic Limits
- Maximum Dry Density and Optimum Moisture
- Shear strength (direct shear)
- Consolidation Potential
- Expansion Index
- Corrosion Potential

Task 4 – Engineering Analysis: Site-specific engineering analyses for each campus will be based on the available research, findings from the field exploration, and laboratory test data. Engineering Analysis will include evaluation of:

- Soil profile and classification
- Suitability of foundation material
- Suitability of backfill material
- Seismic Shaking Potential
- Expansion Potential
- Liquefaction potential
- Settlement potential
- Spread footing recommendations
- Pile Foundation Recommendations
- Site Boundary Conditions and Constraints

Notice Regarding Site-Specific Ground Motion Study: NV5 anticipates that the proposed improvements will be designed following the 2019 California Building Code (CBC). Based on our preliminary seismic analysis, the project may require a site-specific ground motion analysis in accordance with Section 11.4.8 of ASCE 7-16 because the mapped one-second period spectral acceleration is greater than 0.2. However, based on Section 11.4.8, exemption 3 of ASCE 7-16, the site-specific ground motion evaluation may be omitted pending evaluation from the project's structural engineer. Based on our experience, utilizing this exemption may result in a more conservative structural seismic design. We will coordinate with the design team to determine if utilizing this exemption will provide an overall cost savings for the project. This proposal assumes the exemption will be utilized and a site-specific ground motion study is not included in this scope of services.



Task 5 – Geotechnical Report(s): NV5 will prepare three geotechnical reports, one for each campus, presenting a summary of our findings, laboratory analyses, and preliminary geotechnical recommendations for design and construction. The geotechnical reports will include:

- Site & Project Description
- Site Location Map, Seismic Hazard Map, Regional Geologic Map, Geotechnical Site Plan
- Logs of Exploratory Borings, and field investigation procedures
- Laboratory test results and summary of laboratory testing procedures
- Summary of earth materials encountered during exploration
- Discussion of groundwater conditions
- Discussion of seismic hazards including liquefaction, earthquake-induced landslide hazard, fault rupture hazard, strong ground shaking evaluation and peak horizontal ground acceleration based on USGS calculator
- Static and seismic settlement analysis
- Expansive soil potential
- Foundation recommendations
- Recommended allowable active & passive pressures & friction coefficient
- Recommendations for grading and earthwork
- Recommendations for utility trench excavation, excavation stability and backfill requirements
- Site Drainage Considerations
- Soil Corrosion Potential
- Discussion of general project conditions and constraints
- Recommendations for pavement section thicknesses
- Recommendations for construction observation and testing

Task 6 – Project Management: Management of the project includes coordination of the various tasks of the study including field exploration, laboratory testing and report preparation.

The listed scope of services and the associated fee do not include response to geotechnical review comments, if provided by CGS.

Excluded Services: Services not included within the scope of this proposal and agreement include the following tasks. These services are generally available for an additional fee at the client's request on a time and material basis.

- Project meetings away from our office.
- Post-report consultation or response to regulatory review comments.
- Evaluation or testing for hazardous materials or contamination in soil or groundwater.
- Evaluation or testing for site-specific radon gas.

SCHEDULE

NV5 understands that time is of the essence in completing this project. Our anticipated project schedule is summarized below, subject to availability of access to site and drillers, and weather delays.



COST ESTIMATE

Based on our current understanding of the proposed project site conditions, NV5 proposes to provide the proposed geotechnical scope of services for the lump sum fee of Forty Three Thousand Two Hundred dollars (\$43,200) [*\$14,400 per site*]. The cost breakdown structures detailed below are for information only. Our fee assumes Prevailing Wage rates apply.

Task	Estimated Schedule (Working Days)	Estimated Cost
Task 1: Data Review & Site Recon	10	\$ 1,500
Task 2: Field Exploration	2	\$ 17,850
Task 3: Laboratory Testing	15	\$ 7,800
Task 4: Engineering Analysis	8	\$ 7,650
Task 5: Report	5	\$ 6,600
Task 6: Project Management	0	\$ 1,800
TOTAL LUMP SUM FEE – 3 CAMPUSES	40	\$ 43,200

ASSUMPTIONS AND LIMITATIONS

This proposal has been prepared for the exclusive use of the addressee (client) for the services described herein and is valid for 120 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

The proposed scope and corresponding fees represent NV5's view of the optimal and most cost-effective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

- NV5's fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.
- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.
- Additional costs resulting from delays in fieldwork due to weather or other factors beyond NV5's control are not included.
- The proposed scope of work is limited to the characterization of the subsurface soils of the proposed site and does not include a detailed study of groundwater conditions, or geologic hazards not listed above. No evaluation for the presence of hazardous



materials, radon or methane gas, naturally-occurring asbestos, or mold is included in the scope of work for this project. These items can be provided as a separate scope of work if requested.

- o NV5 will not be responsible for the excavation, sampling, handling, identification or disposal of any hazardous materials that may be discovered at the site. In the event such materials are encountered, a separate proposal for environmental services will be prepared if requested.

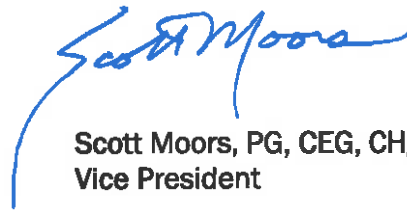
To authorize this work, please execute the attached Work Authorization and Agreement Form or issue a Task Order for the work referencing this proposal.

NV5 appreciates the opportunity to present this proposal and we are excited at the prospect of working with you on this project. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted,
NV5 WEST, Inc.



Shaun Simon, PG, CEG, RCE 82610
Engineering Manager



Scott Moors, PG, CEG, CHG
Vice President

Attachments: *Work Authorization and Agreement Form*
 NV5 2020 Fee Schedule
 NV5 Services Dashboard

**AGREEMENT FOR CONSULTING &
RELATED CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES**

THIS AGREEMENT is by and between: Rio School District c/o Balfour Beatty, 300 E. Esplanade Drive, Suite 1120, Oxnard, CA 93036, Attn: Keith Henderson, Email: khenderson@balfourbeattyus.com, Phone: (805) 616-8552; hereinafter called CLIENT and NV5 West, Inc., 1868 Palma Drive, Suite A, Ventura, CA 93003; (805) 656-6074; hereinafter called CONSULTANT, who agree as follows:

1. **DECLARATIONS.** CLIENT desires to engage CONSULTANT to provide services described in Section 2 (below) in connection with CLIENT's project ("PROJECT") described as follows: Preliminary Geotechnical Study, Proposed 30 ft x 100 ft Shade Structure at 3 Sites – Rio Plaza Elementary School, Rio Lindo Elementary School, Rio Del Norte Elementary School, Oxnard, California
2. **SCOPE OF SERVICES.** CONSULTANT shall provide the services described below in accordance with the accompanying "TERMS and CONDITIONS" made a part of this agreement.
 - See attached NV5 Proposal 2020.06.0107, dated 6/12/2020
3. **FEES FOR SERVICES.** Fee and payment terms as indicated:
 - TIME & MATERIALS:** CONSULTANT will provide services described in '2' above on a Time and Materials Basis in conformance with the attached Fee Schedule and Terms and Conditions.
 - TIME & MATERIALS – Estimate with Deposit:** CONSULTANT will provide services described in Section 2 above on a Time and Materials Basis in conformance with the attached Fee Schedule and Terms and Conditions. A COD deposit is required in the amount of: \$ _____
 - LUMP SUM:** CONSULTANT will provide Services indicated above for a Lump Sum Fee of Forty Three Thousand Two Hundred dollars (\$ 43,200) in conformance with the attached Terms and Conditions. Additional services shall be provided in accordance with the attached Fee Schedule. A deposit is required in the amount of: \$ 0.
4. **PAYMENT TERMS:** Payment terms shall be as indicated below and consistent with the attached Terms.
 - COD:** Client shall pay the amount indicated above prior to initiation of services.
 - Net 30 Days:** Client shall pay in accordance with Section 19 of the attached Terms & Conditions.
 - Retainer:** Client shall pay in advance a retainer/deposit of: _____
5. **PREVAILING WAGE REQUIREMENT:**
 - REQUIRED:** California Prevailing Wages are REQUIRED for this project.
 - NOT REQUIRED:** California Prevailing Wages are NOT required for this project. *If a subsequent requirement for payment of Prevailing Wages is determined, CLIENT will indemnify and reimburse CONSULTANT for all additional related costs.*

EXECUTED THIS _____ day of _____, 2020.

Please sign both original copies of this agreement and return by mail. If your project is to be scheduled within 2 weeks, please FAX one signed copy to our office ASAP (Fax: 805-650-6264). This signed agreement must be received at NV5 West prior to services being rendered.

By: NV5 West, Inc.

CLIENT

D. Scott Moors
Vice President

Date

Signature

Date

Print Name and Business Title

Attachments: [2020 Fee Schedule](#)
NV5 Standard Terms and Conditions [2011 NV5, Inc.]

STANDARD TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

6. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

7. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

8. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Client agrees that all reports, or other material furnished to Client or its agents for which Client has not paid will be returned upon demand and will not be used by Client or others for any purpose whatsoever. Unless otherwise required by law, Consultant will retain all pertinent records relating to the Services performed for a period not exceeding (10) ten years after final payment, during which period the records will be made available to Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

9. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

10. Indemnity. Consultant shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses for property damage and bodily injury (including reasonable attorney's fees), to the extent directly and proximately arising from Consultant's negligent performance of services or breach of warranty under this Agreement. Client shall defend, indemnify and hold harmless Consultant, its employees, directors, officers, and agents, from and against any and all claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused in any way by, the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by Consultant for which Consultant is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

11. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for services provided under this Agreement, or the total amount of \$50,000.00, whichever is less. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant

and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

13. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

14. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements.

15. Resolution of Disputes. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement. Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

16. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

17. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

18. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

19. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

20. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

21. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

22. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

23. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

24. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

25. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

26. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that as part of the scope of Consultant services is incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

2020 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

Turn-Around-Time - Standard TAT indicated in superscript.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

Project Setup - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Any cancellation after field personnel have been dispatched.

Minimum Charges - A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour.

Overtime Rates - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

Travel - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

Per Diem - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be included for scheduling, management, report review, and data evaluation.

Outside Services / Drillers-CPT / Subcontractors - Cost plus 15%.

Prevailing Wage - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of predetermined wage requirements.

Sample Disposition - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

Certified Payroll - A \$55 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>). Updated Fee Schedules will be published annually and become effective January 1.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

A. Professional Staff		Standard
Principal Engineer/Geologist/Consultant		\$ 195
Senior Engineer/Geologist/Consultant (PE, CEG)		\$ 170
Project Engineer/Geologist/Consultant		\$ 150
Sr. Staff Engineer/Geologist/Consultant		\$ 130
Staff Engineer/Geologist/Consultant		\$ 120
Project Manager		\$ 130
B. Technical Staff		Prevailing Wage Standard
ICC Special Inspector* I / Soil-Asphalt-ACI Technician I	\$ 105	\$ 75
ICC Special Inspector* II / Soil-Asphalt-ACI Technician II	\$ 110	\$ 85
ICC Special Inspector* III / Soil-Asphalt-ACI Technician III	\$ 115	\$ 95
* Concrete, P/T Concrete, Masonry, Structural Steel, Bolting, Fireproofing, Pile Driving		
AWS Certified Welding Inspector I	\$ 110	\$ 85
AWS Certified Welding Inspector II	\$ 115	\$ 100
Roofing/Waterproofing Inspector I	\$ 105	\$ 94
Roofing/Waterproofing Inspector II	\$ 110	\$ 94
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 110	\$ 95
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 120	\$ 100
C. Public Works/DSA/OSPHD Inspection		Prevailing Wage Standard
Project Inspector / OSHPD IOR C, DSA PI III	\$ 110	\$ 95
Project Inspector / OSHPD IOR B, DSA PI II	\$ 115	\$ 110
Project Inspector / OSHPD IOR A, DSA PI I	\$ 125	\$ 120
DSA Masonry / Shotcrete Inspection I	\$ 115	\$ 95
DSA Masonry / Shotcrete Inspection II	\$ 120	\$ 110
D. Sample Pickup, Delivery, Storage & Mileage		Standard
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price		\$ 65/hr
Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)		\$ 98/hr
Mileage / Trip Charge - Field Vehicle (\$30/day minimum charge)		\$ 0.65/mi
Mileage - Coring Truck		\$ 0.75/mi
Vehicle - Field Truck		\$ 55/day
E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)		Standard
Machine, truck & 1 operator (accessible flatwork only)	\$ 220/hr	\$ 190/hr
Machine, truck & operator & helper	\$ 325/hr	\$ 280/hr
Coring Bit Charge		\$ 3.50/in

F. Support Staff & Special Services		Standard
Laboratory Technician		\$ 120/hr
Certified Payroll Admin. (0.5 hr min./wk)		\$ 70/hr
Court Appearance and Depositions (4 hr min)		\$ 295/hr
Clerical		\$ 60/hr
Special Inspection Verified Report (SIVR/VR)		\$ 245 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test only)		\$ 425 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)		\$ 585 (min.) ea.
DSA 5 SI (Inspector Qualifications)		\$ 75 ea.

II. MATERIALS AND EQUIPMENT

A. Equipment		Rate
1. Air Meter (Concrete)		\$ 50/dy
2. Asphalt Patch (cold patch / cutback) - per bag		\$ 45/dy
3. Calibrated Ram (Pull test)		\$ 95/dy
4. Ceiling Wire Dead-Weight Equip.		\$ 160/dy
5. Coating Thickness Gauge		\$ 95/dy
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)		\$ 75/ea
7. Floor Flatness (plus labor - 4hr min)		\$ 575/dy
8. Durometer Gauge (Shore A/D)		\$ 55/dy
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)		\$ 495/dy
10. Generator (Portable)		\$ 95/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)		\$ 400/dy
12. Hardness Gauge (Brinell, Rockwell)		\$ 115/dy
13. Non-Shrink High-Strength Grout (per bag)		\$ 45/dy
14. Nuclear Gauge		\$ 35/dy
15. Pachometer (Rebar) Survey Equipment		\$ 95/dy
16. Portable Generator		\$ 90/dy
17. Scaffold - Portable		\$ 105/dy
18. Schmidt Hammer		\$ 65/dy
19. Skidmore Wilhelm, per day		\$ 195/dy
20. Torque Wrench (Large, >100 ft-lb), per day		\$ 85/dy
21. Torque Wrench (Small), per day		\$ 25/dy
22. Ultrasonic / Mag. Particle Equipment & Consumables		\$ 75/dy

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 200
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^B	\$ 340
3. Collapse – ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 65
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 300
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 250
7. Expansion Index – ASTM D4829 ^B	\$ 200
8. Moisture & Dry Density (ring samples) ^A	\$ 22
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 ^D	\$ 445
10. pH (soil) – ASTM D4972 ^C	\$ 35
11. Resistivity – ASTM G57 ^C	\$ 60
12. Resistivity (Minimum), includes pH – CTM 643 ^C	\$ 155
13. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 45
14. Soluble Chloride (soils) ^C	\$ 80
15. Soluble Sulfate (soils) ^C	\$ 80
16. Unconfined compression on prepared specimens	\$ 140

B Particle Size Analysis

1. Sand equivalent (ASTM D2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 85
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 95
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 210

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 185
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 295
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 75
5. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C	\$ 410
4. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 115
5. Cleanness Test – ASTM D4740, CTM 227 ^A	\$ 130
6. Crushed particles, per primary size ^C	\$ 165
7. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 215
8. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 190
9. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 400
10. Moisture determination (aggregate samples) ^A	\$ 35
11. Mortar making properties of Sand ASTM C87 ^D	\$ 380
12. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 80
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^B	\$ 450
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^B	\$ 850
15. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^B	\$ 785
Each additional month	\$ 118
17. Potential Reactivity Test ASTM C1260 Rapid Method ^B	\$ 625
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^B	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
19. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^B	\$ 760
20. 'R' Value - ASTM D2844, CT 301 (Treated material by quote) ^B	\$ 315
21. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
22. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 365
24. Thermal Resistivity of Soil (including 1 proctor curve)	\$ 1000
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 175
26. Unit weight – ASTM C29	\$ 72

E Soil-Cement / CTB Tests

1. Lime Treatment: pH by Eades & Grim – ASTM D62676 ^B	\$ 345
2. Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 ^B	\$ 425
3. Lime Treatment: Compressive Strength (ea) – ASTM D5102 ^B	\$ 105
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed ^B	\$ 395
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed ^C	\$ 295
6. Soil Cement – Wet-Dry Durability – ASTM D559 ^B	\$ 940
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 ^B	\$ 1100
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 ^A	\$ 125
9. Soil Cement – Compressive Strength - ea sample – ASTM D1633 ^A	\$ 115
10. Cement Treated Base (CTB), compact & cure ^B	\$ 425
11. Cement Treated Base – Compression (ea)	\$ 105
12. Cement Treated Base – Stability (3)	\$ 525

F Rip Rap / Rock Slope Protection / Dimensional Stone Tests

1. Rock Gradation ^D	hourly engineering charge (per quote)
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 ^D	\$ 125
3. Durability – CTM 229 ^D	\$ 265
4. Percentage Wear – ASTM C131 ^D	\$ 225
5. Compressive Strength – ASTM C170 ^D	\$ 125
6. Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 65
7. Modulus of Rupture – ASTM C99 ^D	\$ 115
8. Flexural Strength – ASTM C880 ^D	\$ 130
9. Sulfate Soundness – ASTM D5240 (5 cycle) ^B	\$ 425
10. Sample Preparation (cutting/crushing/processing – 1 hr min)	\$ 225/hr
<i>(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & i to rift)</i>	
<i>(All prices are for prepared samples. Cutting and machining charges are extra.)</i>	

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
2. Compression Test – High Strength Grout 2" cube – ASTM C109	\$ 45

B Concrete

1. Concrete compression: 6x12 cylinder – ASTM C39 ^A	\$ 26
2. Concrete compression: 4x8 cylinder – ASTM C39 ^A	\$ 24
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 15
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 12
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test – ASTM C42 ^C	\$ 55
7. Concrete Trial Batch (includes 6 compression tests)	\$ 765
8. Concrete Mix Design Review (excludes testing & revisions)	\$ 230
9. Concrete mix proportion revision	\$ 150
10. Density of concrete cylinder (unit weight) ^C	\$ 64
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^B	\$ 495
12. End preparation of cores, diamond sawing, per cut	\$ 20
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 40
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$ 80
15. Shotcrete/Gunite core compression test (not including coring)	\$ 35
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 50
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 65
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$ 65
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 95
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$ 215
22. Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	\$ 45
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) ^B	\$ 950
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
25. Splitting tensile – ASTM C496 ^D	\$ 175
26. Thermal Resistivity – Concrete - FTB	\$ 1000

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 60
3. Compression, brick, 5 required – ASTM C67 ^D	\$ 50
4. Compression - masonry core ^C	\$ 50
5. Compression - masonry prisms 8"x 8" – ASTM C1314	\$ 155
6. Compression - masonry unit, 3 required – ASTM C140 ^D	\$ 90
<i>(requires absorption/unit weight tests for net area)</i>	
7. Dimensions – masonry unit, 3 required ^D	\$ 55
8. Compression test, grout specimens	\$ 40
9. Compression test, mortar specimens	\$ 40
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence	\$ 285
12. Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^B	\$ 485
13. Masonry Prism Pickup (ea.)	\$ 75
14. Masonry Unit Acceptance Tests – ASTM C140 ^D	\$ 595
<i>(includes absorption, compression, dimensions, unit weight)</i>	
15. Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 345
16. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 95
17. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 50
18. Relative Mortar Strength - CTM 515 ^D	\$ 420
19. Shear test on masonry core – CBC 2105A.4 ^B	\$ 115
20. Tensile test on masonry block	\$ 295
21. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 55
22. Visual Examination & Photo-Document Core – CBC 2105A.4 ^B	\$ 50

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinnell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$215

B Reinforcing Steel

1. Deformation, reinforcing steel ^C	\$60
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) ^C	\$50
5. Tensile test (rebar), up to & including #8 ^C	\$55
6. Tensile test (rebar) #9, #10, #11 ^D	\$95
7. Tensile test (rebar) #14, #18 ^D	\$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$215

C Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

*Tensile and yield by percent offset, add \$85

D High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 335
2. Bolts – proof load (non-DSA) ^D	\$ 45
Bolts – ultimate load ^D	\$ 65
Bolts – hardness ^D	\$ 35
3. Nuts – proof load ^D	\$ 45
Nuts – hardness ^D	\$ 35
4. Washers – hardness ^D	\$ 35

E Welding Procedure and Welder Qualification Tests

	<i>Coupon thickness (mild steel only)</i>	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
3. Free bend			\$65
4. Nick break	\$45 ea.		\$35
5. Side, face or root bend	\$28 ea.		\$35
6. Tensile	\$40 ea.		\$50
7. Welder Qualification Records			\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$225
8. Ground Rod Test (plus travel)	\$175

VII. ASPHALT & ASPHALTIC CONCRETE

A Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion – ASTM D3910 (prep. not included) ^A	\$270

B Asphaltic Concrete Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method – CTM 382, 202 ^A	\$235
Solvent Extraction Method – ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method – CTM 382 ^A	\$155
Solvent Extraction Method – ASTM 2172 ^B	\$305
5. Film stripping – CTM 302 ^C	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track – AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor – CTM 382 ^B	\$650
10. Marshall – Preparation & Compaction ^A	\$205
11. Marshall - Stability and flow (core) – ASTM D6927 ^A	\$125
12. Marshall - Stability and flow (bulk) – ASTM D6927 ^B	\$325
13. Marshall - Specific Gravity – ASTM D2926 ^A	\$225
14. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^B	\$3,700
15. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^B	\$3,500
16. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A	\$200
17. Moisture content – ASTM D-1461 ^A	\$115
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of core – ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample – CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion – CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage – T-283 ^D	\$2,650
24. Resistance to Moisture Induced Damage – CT 371 ^D	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

^{A,B,C,D,E} Standard Turn-Around-Times: (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

NV5 provides engineering and consulting services to public and private sectors, delivering solutions through five business verticals: Construction Quality Assurance, Infrastructure, Energy, Program Management, and Environmental. With offices nationwide and abroad, NV5 helps clients plan, design, build, test, certify, and operate projects that improve the communities where we live and work.

BUSINESS VERTICALS

CONSTRUCTION
QUALITY ASSURANCE

INFRASTRUCTURE

PROGRAM
MANAGEMENT

ENVIRONMENTAL

ENERGY

OUR MISSION

To become the leader in our industry in each of our market segments and key geographic areas.

We anticipate our clients' future needs and provide those services in the most professional and efficient manner.

We utilize employees who maintain the highest level of integrity and expertise through education and personal development.

OUR VALUES

Clients must succeed for us to succeed.

People are our strength and our future

Safety is our focus and responsibility.

Collaboration leads to successful projects.

Innovative thought brings about better solutions.

Accountability is the platform for our actions.

Sustainability is our commitment to future generations.

MARKETS

NV5 serves diverse markets in public and private infrastructure supporting innovative design, effective project delivery, construction quality, and sustainable development in 50 states and around the world.



MILESTONES

Recent newsworthy NV5 rankings and milestones.

100 LOCATIONS WORLDWIDE
2,000 EMPLOYEES
1,300 PROFESSIONAL LICENSES

ENR Engineering News-Record
#34
2019 Top 500 DESIGN FIRMS

2015	2016	2017	2018
#154	#75	#54	#45

2019 CK GIANTS Top 20
#7

2019 MEP GIANTS Top 200
#17

Top Ranked
#1

2019 **HOT FIRM**
ZWEIG GROUP

#1 2016 | #1 2017 | #1 2018

FORTUNE
#13 Design Services Companies 2019

#1 Top 20 Firms Engineering Firms 2017

ENR Engineering News-Record

#25
Top 100 Pure Designers 2019

ENR Engineering News-Record

SERVICES

NV5 provides the expertise to plan, design and build the infrastructure that links our communities. We talk with our public and private sector clients and, more importantly, we listen. As a result, our clients trust us to provide the integrated engineering, consulting and management solutions that enable their success – regardless of project size or complexity.



- Architecture
- Landscape Architect.
- Acoustics
- Audiovisual Design
- Information & Communication Tech. Design
- Security & Surveillance Design
- Mechanical / Electrical / Plumbing Engring
- Fire Protection Engineering
- Commissioning & Retro-Commissioning
- Energy Optimization
- Sustainable Design & LEED Certification
- Community Planning & Urban Design
- Geotechnical & Foundation Engineering



- ALTA Surveys
- Design Engineering & Cost Estimates
- Due Diligence Investigations
- Entitlements & Permitting
- Environmental Compliance
- Geographic Information Systems (GIS)
- Master Planning Infrastructure & Utilities
- Mining
- Public Works Engineering
- Real Estate Development Services
- Sustainable Development



- Geotechnical Engineering
- Engineering Geology / Hydrogeology
- Construction Material Engineering & Testing
- Special Inspection
- Public Works / DSA / OSHPD Inspection
- Code Compliance & Plan Review
- Construction Oversight
- Delegate Chief Building Official Services
- Construction Claims Resolution
- Failure Analysis / Forensic Engineering
- Pavement Engineering



- Substation Engineering Design
- Transmission Overhead Engineering Design
- Transmission Underground Engineering Design
- Distribution Engineering Design
- Gas Transmission & Distribution
- Renewable Energy Facilities Siting & Design
- Owner Services
- SCADA, Automation & Communications
- EPC Services
- Right-of-Way Acquisition



- Permitting, NEPA, & CEQA
- Compliance Monitoring
- Natural & Cultural Resources
- Remediation
- Industrial Hygiene
- Occupational Safety
- Indoor Air Quality
- Environmental Laboratory Consulting
- Disaster Recovery
- Radiation Safety
- Training



- Facilities Program Management
- Civil Program Management
- Owner's Representation Services
- Construction Services for Public Facilities
- Community Relations & Public Outreach
- Construction Oversight
- Cost Estimating
- Construction Claims Resolution
- Project Controls
- Scheduling



- Boundary Surveys
- ALTA Surveys
- Plat & Legal Description Preparation
- Right-of-Way Surveys
- Aerial Photogrammetry
- High Definition Scanning (HDS)
- Geographic Information System (GIS)
- Construction Surveying
- Building Information Modeling (BIM)
- Land-based & Aerial LIDAR Surveys
- Underground Utility Location & Coord.
- Design & Topographic Survey Mapping.



- Air, Land, and Sea Port Planning & Design
- Active Transport Facilities & Complete Strts
- Bridge Design & Inspection Services
- Community Relations & Public Outreach
- Highway Interchng. / Corridor Plan & Design
- Grant Funding Assistance
- Landscape & Streetscape Design
- Pavement Evaluation and Design
- Right-of-Way Engineering
- Intermodal Facilities
- Drainage Design
- Traffic Engineering
- Utility Coordination



- Community Relations & Public Outreach
- Flood Control & Drainage
- Erosion Control & Scour Analysis
- Stormwater/Water Quality
- Wastewater Collection & Conveyance
- Water Master Planning
- Wastewater Treatment
- Water Distribution & Transmission
- Hydrogeology
- Hydraulic Modeling
- Permitting
- Funding
- Water Reuse
- Energy Efficiency

11.31



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.31 Ratification of work by MM Mechanical, Inc. for Touchless Fixtures at Rio Lindo
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	62,985.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the ratification from MM Mechanical, Inc. for touchless fixtures at Rio Lindo.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This is for the touchless fixture that is Covid 19 Compliant, repair and replacement, at Rio Lindo Elementary School. MM Mechanical will remove existing manual flush valves, lavatory faucets, and classroom sink faucets and replace with new touchless fixtures.

[rio lindo touchless quote \(rev.\).pdf \(30 KB\)](#)

Administrative Content

Executive Content

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MECHANICAL, INC.
 PLUMBING AND PIPING CONTRACTORS

CA DIR Public Works Registration #1000004518

Bid Proposal

Date: 6/16/20

Project: Touchless Fixture (Covid 19 Compliance Repair & Replacement.)

Bid To: El Rio U.S.D

Location: Rio Lindo, El Rio Ca

Phone:

Bid Date: 6/16/20

Fax / e-mail:

Bid Time: -

Attention: Keith Henderson

Addenda Noted: None.

Scope: Cost to remove existing manual flush valves, lavatory faucets, and classroom sink faucets and replace with new. MM will also change toilet seats and install self-cleaning toilet seat covers. Multiple fixture angle stops will be nonoperational, MM will replace all broken angle stops via t and materials. Bubblers on classroom sinks will be removed and properly capped. New supply lines from stops to faucets will be installed. Bid is composed of the following qty's taken during onsite job walk.

25 classroom sinks	\$13,011.00
8 lav faucets 4"	\$2,711.00
11 lav single hole	\$3,539.00
4 urinals retro	\$734.00
24 wc retro	\$4,524.00
Labor	\$24,000.00
Tax 7.25%	\$1,776.00
Bond	\$1,008.00
OH&P 15%	\$7,693.00
Total Base Bid	\$58,985.00

Angle stop Budget \$4,000.00 budget for replacement of broken angle stops, not included in base bid.

This bid is good for 30 calendar days from 6/16/20.

Exclusions: Permits, Bond, Meters, Fees, Engineering, Engineering Fees, Parking and Parking Fees, Fire Protection, Foundation Drains, Coring, X-Ray, Cutting, Removal and Patching of Concrete or Asphalt, Demolition, Excavation of Rock or Other Unknown Material, Dumpster costs, Hazardous Materials Testing, Abatement or Removal, Painting, Temp. Water, Temp. Power, Temp Sanitary Facilities, Sheet Lead, Sheet Metal, Architectural Downspouts, Splash Blocks, Spoils Removal, Electrical, Controls and Control Valves, VFD's, Motor Starters, Cathodic Protection, Survey/Staking, Structural Straps, Secondary/Specialty Roof Flashings, Formed and Poured Concrete, Equipment Pads, Bathroom Accessories, Erosion Control, De-Watering, Boring, Electronic or Reproducible As-Built's, BIM or 3-D Coordination Drawings, Additional insurance beyond our Standard Coverage and Incidental Damages/Costs arising from the presence of naturally occurring organisms (mold etc...)

Any contract initiated by this proposal shall include and be controlled by this proposal.

Acceptance of this proposal shall be only by signature below.

Accepted: _____ Date: _____

Bid Submitted by:
Steven Vior

11.32



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.32 Approval of bid received for asphalt for storage containers.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	198,828.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the bid received for asphalt for storage containers

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Please find attached to this agenda item, a letter of recommendation for the Board to approve and award Finish Line Paving' bid for RSD project 20-0041-015 Asphalt for Storage Area at Rio Del Sol STEAM Academy. This bid was received June 15, 2020 at 10:00 A.M.

[20-0041-015 Asphalt for Storage Area - Recommendation to Board Approve Bid - 6-15-20.pdf \(207 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036
Attn; Dr. John Puglisi, Superintendent

June 15, 2020

Subject: Project 20-0041-015 Asphalt for Storage Area at Rio Del Sol STEAM Academy
Re: Recommendation to Award Bid to the Lowest Responsible and Responsive Bidder

Dear Dr. Puglisi,

The District received bids for Project 20-0041-015 Asphalt for Storage Area at Rio Del Sol STEAM Academy on June 15th, 2020. The following company submitted a bid in accordance with the provisions of the California Uniform Public Construction Cost Accounting Act (CUPCAA) program.

<u>Contractor</u>	<u>Total Bid</u>
Finish Line Paving, Inc.	\$198,828.00

Balfour Beatty has reviewed the bid package and confirmed the submitted proposal is responsible and responsive as required by contract documents.

It is our recommendation that Board of Education authorize the District staff to proceed with issuance of a Notice of Award and Agreement to Finish Line Paving, Inc. for the above referenced project.

Should you have any questions or require any additional information, please contact me at anytime.

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty Construction

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty Construction

Balfour Beatty Construction



SCHOOL DISTRICT

RSD Project 20-004.1-015 Asphalt for Storage Area at Rio Del Sol STEAM Academy
 Project Location: Rio Del Sol

Bid Results Sheet

Bid Date: 6/15/2020
 Bid Time: 10:00 AM

Measure L Projects

Contractor	Base Bid Amount	Bid Form	Designation Of Subcontractors	Registration Certification (DIR)	Non-collusion Affidavit	Cert. of Prevailing Wage	Statement Of Experience	Acknowledgement of Bidding Practices	Job Walk
Finish Line Paving, Inc.	\$ 198,828.00	V	V	V	V	V	V	V	V

Bid Results for Asphalt for Storage Area at Rio Del Sol STEAM Academy Bids Received on 6/15/20 at 10:00 A.M

11.33



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.33 Approval of CREDIT Change Order from Painting & Decor
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-2,500.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit Change Order from Painting & Decor

Public Content

Speaker:
Wael Saleh, Asst. Superintendent, Business Services

Rationale:
This credit change order is for a water truck that was not used during work being done at Rio Del Sol that controlled the dust.

[Painting & Decor Change Order06132020120107.pdf \(202 KB\)](#)

Administrative Content

Executive Content

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Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.34 Approval of CREDIT Change Order from Painting & Decor
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-2,500.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit Change Order from Painting & Decor

Public Content

Speaker:

Wael Saleh, Asst. Superintendent, Business Services

Rationale:

This credit change order is for a water truck that was not used during work being done at Rio Del Sol that controlled the dust.

[Painting & Decor Change Order06132020120107.pdf \(202 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036

June 11, 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 #9 Specialties
Recommendation to Approve CO #9.1 to Painting & Décor, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #9.1 to Painting & Décor, Inc. for the deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No	GC No.	Description	Reason	Cost/Credit
9.1	1	Credit for Water Truck	All contractors were required to provide 3 weeks worth of watering the site for dust control purposes (compliance with environmental requirements) in an effort to save the District money, when possible. Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used.	\$ (2,500.00)
Total CO #9.1				\$ (2,500.00)
Previous Approved CO's				\$.
Original Contract				\$ 497,300.00
Revised Contract				\$ 494,800.00

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

11.34



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.34 Approval of CREDIT Change Order with Painting and Decor
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-5,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Credit Change Order from Painting & Decor be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

All contractors are required to provide 3 weeks worth of watering the site for dust control purposes. This is a credit for the dust control that was not used at Rio Del Sol.

[Painting & Decor Change Order, 206132020120513.pdf \(551 KB\)](#)

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.

**Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, Ca 93036**

**CO 8.1
6-11-20**

PROJECT NO: 19-0068-015

CO NO: 8.1

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

CONTRACTOR: Painting & Décor, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 549,000.00
Previously Approved Change Orders	\$ 0.00
This Change Order	\$ (5,000.00)
Adjusted Contract Amount	\$ 544,000.00

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: Channel Islands Roofing Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Balfour Beatty Construction

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036

June 11, 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 #8 Painting
Recommendation to Approve CO #8.1 to Painting & Décor, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #8.1 to Painting & Décor, Inc. for the deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No.	Description	Reason	Cost/Credit
8.1	1	Credit for Water Truck	All contractors were required to provide 3 weeks' worth of watering the site for dust control purposes (compliance with environmental requirements). In an effort to save the District money, when possible, Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used.	\$ (5,000.00)
Total CO #8.1				\$ (5,000.00)
Previous Approved CO's				\$
Original Contract				\$ 549,000.00
Revised Contract				\$ 544,000.00

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

11.35



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.35 Approval of Change Order from Best Contracting Services, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	12,565.28
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Change Order from Best Contracting Services be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order is for the upgrade to concealed door closers for all storefront doors which is a value add to the project.

[Best Change Order06132020122909.pdf \(682 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036

June 11, 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 #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door
Hardware
Recommendation to Approve CO #7.1 to Best Contracting Services, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #7.1 to Best Contracting Services, Inc. for the 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
7.1	1	Norton Closers for Storefront Doors	Contract documents call for concealed door closers for all storefront doors. During the submittal review, the District expressed that the Arcadia concealed closers are not acceptable and that the District standard should be installed. This would be a value add to the project.	\$ 12,565.28
Total CO #7.1				\$ 12,565.28
Previous Approved CO's				\$ -
Original Contract				\$ 1,141,250.00
Revised Contract				\$ 1,153,815.28

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, 3rd Floor
Oxnard, Ca 93036**

**CO 7.1
6-11-20**

PROJECT NO: 19-0068-015

CO NO: 7.1

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

CONTRACTOR: Best Contracting Services, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,141,250.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 12,565.28
Adjusted Contract Amount	\$ 1,153,815.28

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: Best Contracting Services, 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 19-0068-015

Rio Del Sol, STEAM Academy, Building C

BP #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware

Best Contracting Services, Inc.

CO #7.1

6/11/2020

Original Contract

\$ 1,141,250.00

PCO No.	GC No.	Description	Reason	Cost/Credit
7.1	1	Norton Closers for Storefront Doors	Contract documents call for concealed door closers for all storefront doors. During the submittal review, the District expressed that the Arcadia concealed closers are not acceptable and that the District standard should be installed. This would be a value add to the project.	\$ 12,565.28

Total CO #7.1

\$ 12,565.28

Previous Approved CO's

\$ -

Original Contract

\$ 1,141,250.00

Revised Contract

\$ 1,153,815.28

11.36



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.36 Approval of CREDIT Change Order from Venco Electric, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-24,774.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the CREDIT change order from Venco Electric, Inc. be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This credit in two parts:

- Credit for Project Allowances for work that was not needed.	(\$31,500.00)
- Move Electrical Transformer Closer to Storage Containers	\$6,726.00

Total: -(\$24,774.00)

Venco Change Order06132020123514.pdf (716 KB)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036

June 11, 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 #14.5 to Venco Electric, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #14.5 to Venco Electric, Inc. for the following 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
14.10	16	Credit for Project Allowances	Contractor is providing a credit for the allowances that the contractor was required to carry for the project that were not used	\$ (31,500.00)
14.11	17	Move Electrical Transformer Closer to Storage Containers	This cost is to relocate the existing electrical transformer closer to the future storage containers to provide power in that area for District personnel	\$ 6,726.00
Total CO #14.5				\$ (24,774.00)
Previous Approved CO's				\$ 19,079.98
Original Contract				\$ 1,497,000.00
Revised Contract				\$ 1,491,305.98

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

Respectfully,



Jesus Muguerra Ibarra
Assistant Project Manager, Balfour Beatty

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

**Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, Ca 93036**

**CO 14.5
6-11-20**

PROJECT NO: 19-0068-015

CO NO: 14.5

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	\$ 19,079.98
This Change Order	\$ (24,774.00)
Adjusted Contract Amount	\$ 1,491,305.98

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 19-0068-015

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

Venco Electric, Inc.

Original Contract

CO #14.5
6/11/2020

\$ 1,497,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
14.10	16	Credit for Project Allowances	Contractor is providing a credit for the allowances that the contractor was required to carry for the project that were not used.	\$ (31,500.00)
14.11	17	Move Electrical Transformer Closer to Storage Containers	This cost is to relocate the existing electrical transformer closer to the future storage containers to provide power in that area for District personnel.	\$ 6,726.00

Total CO #14.5	\$ (24,774.00)
Previous Approved CO's	\$ 19,079.98
Original Contract	\$ 1,497,000.00
Revised Contract	\$ 1,491,305.98

11.37



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.37 Approval for Superintendent to receive and approve lowest responsive bid for Kiln enclosure at Rio Del Sol.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the the SuperIntendent to receive and approve the lowest responsible bid for the kiln enclosure.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

At the June 10th, 2020 Board Meeting, the Board approved Rio School District to go to bid for the enclosure of the Kiln at Rio Del Sol. We request the Board allow the Superintendent to receive and review the bids and award the lowest bidder.

Administrative Content

Executive Content

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11.38



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.38 Approval of CREDIT change order from ACH Mechanical Contractors, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-9,100.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit Change Order from ACH Mechanical Contractors, Inc.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This credit change order consists of two credits:

- Credit for Water Truck that wasn't needed -\$4,400.00)
- Credit for 40 hours of additional labor allowance -\$4,700.00)

Total: -(\$9,100.00)

[ACH Change Order06132020130500.pdf \(708 KB\)](#)

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.

Balfour Beatty Construction

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036

June 11, 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 #13 Heating, Ventilating and Air Conditioning
Recommendation to Approve CO #13.2 ACH Mechanical Contractors Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #13.2 to ACH Mechanical Contractors Inc. for the deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

CO No.	GC No.	Description	Reason	Cost Credit
13.2	5	Credit for Water Truck	All contractors were required to provide 3 weeks worth of watering the site for dust control purposes (compliance with environmental requirements). In an effort to save the District money, when possible Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used.	\$ (4,400.00)
13.4	4	Credit for 40 Hour of Additional Labor Allowance	This Prime Contract was required to include in their bid an allowance for 40 hours of additional labor to be used if needed. The allowance was not used.	\$ (4,700.00)
Total CO #13.2				\$ (9,100.00)
Previous Approved CO's				\$ (13.00)
Original Contract				\$ 742,000.00
Revised Contract				\$ 733,413.00

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

Project No 19-0068-015

Rio Del Sol, STEAM Academy, Building C
BP #13 Heating, Ventilating and Air Conditioning
ACH Mechanical Contractors Inc.

CO #13.2

6/11/2020

Original Contract

\$ 742,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
13.2	3	Credit for Water Truck	All contractors were required to provide 3 weeks' worth of watering the site for dust control purposes (compliance with environmental requirements). In an effort to save the District money, when possible, Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used.	\$ (4,400.00)
13.3	4	Credit for 40 Hour of Additional Labor Allowance	This Prime Contractor was required to include in their bid an allowance for 40 hours of additional labor to be used if needed. The allowance was not used.	\$ (4,700.00)

Total CO #13.2

\$ (9,100.00)

Previous Approved CO's

\$ 513.09

Original Contract

\$ 742,000.00

Revised Contract

\$ 733,413.09

**Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, Ca 93036**

**CO 13.2
6-11-20**

PROJECT NO: 19-0068-015

CO NO: 13.2

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

CONTRACTOR: ACH Mechanical Contractors Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 742,000.00
Previously Approved Change Orders	\$ 513.09
This Change Order	\$ (9,100.00)
Adjusted Contract Amount	\$ 733,413.09

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: ACH Mechanical Contractors Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

11.39



Agenda Item Details

Meeting	Jun 24, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.39 Approval of CREDIT Change Order from RND Contractors
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-5,514.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the CREDIT Change Order from RND Contractors

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This credit change order from RND Contractors if for work at Rio Del Sol:

- Credit for 40 hours of additional labor allowance required to include in bid -\$3,836.00)
- Credit for Water Truck not needed -\$1,678.00)

Total: -(\$5,514.00)

[RND Change Order06132020131729.pdf \(728 KB\)](#)

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
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036

June 11, 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 #3.4 to RND Contractors, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #3.4 to RND Contractors, Inc. for deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
3.11	11	Credit for 40 Hour of Additional Labor Allowance	This Prime Contractor was required to include in their bid an allowance for 40 hours of additional labor to be used if needed. The allowance was not used.	\$ (3,838.00)
3.12	12	Credit for Water Truck	All contractors were required to provide 3 weeks' worth of watering the site for dust control purposes (compliance with environmental requirements). In an effort to save the District money, when possible, Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used.	\$ (1,678.00)
Total CO #3.4				\$ 15,514.00
Previous Approved CO's				\$ 35,145.63
Original Contract				\$ 2,249,000.00
Revised Contract				\$ 2,278,631.63

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
1800 Solar Drive, 3rd Floor
Oxnard, Ca 93036**

**CO 3.4
6-11-20**

PROJECT NO: 19-0068-015

CO NO: 3.4

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	\$ 35,145.63
This Change Order	\$ (5,514.00)
Adjusted Contract Amount	\$ 2,278,631.63

TIME:

Original Contract Completion Date	June 2020
Previously Approved Completion Extension Days	8
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: 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

CO #3.4

Project No 19-0068-015

6/11/2020

Rio Del Sol, STEAM Academy, Building C
BP #3 Structural Steel
RND Contractors, Inc

Original Contract

\$ 2,249,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
3.11	11	Credit for 40 Hour of Additional Labor Allowance	This Prime Contractor was required to include in their bid an allowance for 40 hours of additional labor to be used if needed. The allowance was not used.	\$ (3,836.00)
3.12	12	Credit for Water Truck	All contractors were required to provide 3 weeks' worth of watering the site for dust control purposes (compliance with environmental requirements). In an effort to save the District money, when possible, Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used	\$ (1,678.00)

Total CO #3.4	\$ (5,514.00)
Previous Approved CO's	\$ 35,145.63
Original Contract	\$ 2,249,000.00
Revised Contract	\$ 2,278,631.63

