



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

June 10, 2020

**Rio School District
Conference Room
1800 Solar Drive
Oxnard, CA 93030**

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

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

2.0



**Wednesday, June 10, 2020
RSD Regular Board Meeting**

**Rio School District
1800 Solar Drive
Oxnard, CA 93030**

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Comment-Closed Session

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

4. Closed Session

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

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

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

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

4.5 Public Employee Appointment [Government Code 54957] Title: Assistant Principal

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

5.1 Report of Closed Session

6. Public Hearing

6.1 Public Hearing for the 2020/2021 Budget Report

7. Presentations/Recognitions

7.1 Recognition of Dr. Ryan Emery and Dr. Margarita Mosqueda

8. Communications

8.1 Acknowledgement of Correspondence to the Board

8.2 Board Member Reports

8.3 Organizational Reports-RTA/CSEA/Other

8.4 Superintendent Report

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

9. Information

9.1 Educational Services Report

9.2 School and Systems Improvement Report

10. Discussion/Action

10.1 Considered approval of Resolution#1920/50, Delegating Authority to the Superintendent to Perform Actions Necessary to Finalize the Acquisition Pursuant to Board-Approved Purchase-Sale Agreement for Certain Rose Avenue Property and Provide for the Conveyance of Such Real Property to the Rio School District Pursuant to the Terms of Such Agreement

10.2 Resolution #1920/51 Authorizing the Borrowing of Funds for Fiscal Year 2020-2021 and the issuance and sale of one or more series of 2020-2021 tax and revenue anticipation notes (TRAN) therefor and participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Series of Notes

10.3 Discussion/Action to Move Forward and Schedule a RSD Governing Board Masters in Governance Workshop

10.4 Approval of Resolution 1920/56 of the Board of Trustees of the Rio School District Regarding Alternative Learning Models During COVID-19 Pandemic

11. Consent

11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of the Regular Board Meeting of May 20, 2020

11.3 Approval of the Minutes of the Special Board Meetings of June 3, 2020

11.4 Personnel Report

11.5 Ratification of the Commercial Warrant for May 7, 2020 through May 28, 2020.

11.6 Approval of the Contract for Legal Services with Kaplan Law Group

11.7 Approval of Form J-13A requesting Allowance of Attendance Because of Emergency Conditions

11.8 Approval of the Education Protection Account Spending (EPA) Plan for 2020/2021

11.9 Contract for Social Emotional Services Specialist

11.10 Contract for Occupational Therapy Services

11.11 Notice of Award for Civic Construction Associates for the new staff parking lot at Rio Lindo Elementary School

11.12 Ratification of Approval of Notice of Award for Grocery Bid to Sysco.

11.13 Approval of Resolution No. 1920/52 for the Completion of the Running Trail and Playground Improvements at Rio Real Elementary School by Hughes Engineering

11.14 Approval of Resolution No. 1920/55 for the Completion of the upper and lower roofs at Rio Lindo by Channel Islands Roofing

11.15 Approval of Resolution No. 1920/53 for the Completion of the Kitchen Hood at Rio Plaza by Reed Mechanical, Inc.

11.16 Permission to go out to bid for Asphalt Work at Rio Del Sol

11.17 Permission to go out to bid for a Kiln enclosure at Rio Del Sol

11.18 Request for Approval of Change Order #1 from Reed Mechanical

11.19 Request for Approval of Change Order from Channel Islands Roofing for additional work

12. Organizational Business

12.1 Future Items for Discussion

12.2 Future Meeting Dates: June 24, 2020

13. Adjournment

13.1 Adjournment

4.1

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment.
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**



Agenda Item Details

Meeting Jun 10, 2020 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Jun 10, 2020 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Public Employee Discipline/Dismissal/Release [Gov. Code 54947]

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Jun 10, 2020 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2019/2020 and 2020/2021 and Superintendent

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.5



Agenda Item Details

Meeting Jun 10, 2020 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.5 Public Employee Appointment [Government Code 54957] Title: Assistant Principal

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.1

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Public Hearing for the 2020/2021 Budget Report
Access	Public
Type	Information

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Budget Report for 2020/2021 has been available for the public to view at the District Office May 29, 2020 to the present. The Public Hearing Notice is attached.

NOTICE OF PUBLIC HEARING - BUDGET June 10, 2020.pdf (614 KB)

Administrative Content**Executive Content**



PLEASE POST ON FRIDAY, MAY 29, 2020

**RIO SCHOOL
DISTRICT**

NOTICE OF PUBLIC HEARING

2020/21 BUDGET

June 10, 2020

5:30 p.m.

The Governing Board of the Rio School District will hold a Public Hearing to take testimony from the public on the District's budget for the 2020/21 Fiscal Year.

Copies of the 2020/21 Budget report for the Fiscal Year 2020/21 are available at the Rio School District Office located at 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030. Office hours are Monday through Friday, 8:00 a.m. to 1:00 p.m. (excluding holidays).

The public hearing will be held during the Governing Board meeting of the Rio School District to be held on Wednesday, June 10, 2020 at 6:00 p.m. via teleconference. Please call 805-485-3111, Ext. 2130 for the call-in number.

PLEASE POST ON FRIDAY, MAY 29, 2020



**Rio School District
Multi-Year Projections
2020-21 Proposed Budget**

Description	2019-20 Estimated Actuals	2020-21 Proposed Budget	2021-22	2022-23
Funded Average Daily Attendance	5,116	5,191	5,216	5,216
A Revenues and Other Financing Sources:				
1 LCFF: Base Grant	\$42,082,568	\$39,308,544	\$39,494,978	\$39,494,978
LCFF: Supp/Concert	11,451,372	10,130,947	9,548,377	8,986,265
2 Federal Revenues	2,699,998	3,806,369	2,417,396	2,417,396
3 Other State Revenues	3,671,739	2,280,085	2,280,085	2,280,085
4 Other Local Revenues	3,315,913	3,238,360	3,238,360	3,238,360
5 Other Financing Sources	-	-	-	-
6 Transfer in from Other Funds	654,636	657,605	283,617	100,000
7 Total Revenues and Other Financing Sources	63,876,224	59,521,910	57,262,813	56,497,064
B Expenditures and Other Financing uses:				
1 Certificated Salaries				
a. Base Salaries	26,034,627	24,815,613	24,815,613	25,187,847
b. Projected Step and Column Adjustment	-	0	372,234	377,818
c. Cost of Living Adjustment	-	-	-	-
d. Other Adjustments/ Increases Due to Incentives	-	-	-	-
e. Total Certificated Salaries	26,034,627	24,815,613	25,187,847	25,565,665
2 Classified Salaries				
a. Base Salaries	9,059,267	9,074,403	9,074,403	9,210,519
b. Projected Step and Column Adjustment	-	-	136,116	138,158
c. Cost of Living Adjustment	-	-	-	-
d. Other Adjustments	-	-	-	-
e. Total Classified Salaries	9,059,267	9,074,403	9,210,519	9,348,677
3 Employee Benefits:				
a. STRS	4,352,102	3,982,584	4,035,093	4,627,385
b. PERS	1,782,155	1,910,509	2,103,663	2,383,913
c. FICA and Medicare	1,076,326	1,088,397	1,069,828	1,085,876
d. Health and Welfare	6,682,018	6,128,628	6,432,956	6,754,607
e. Unemployment	17,252	17,411	17,198	17,454
f. Worker Comp	676,466	678,774	667,328	677,338
g. Retiree Benefits	1,030,720	914,112	927,824	941,741
h. Cost of Living Adjustments	-	-	-	-
i. Other Benefits	185,551	625,551	40,000	-
j. Total Benefits	15,802,590	15,344,976	15,293,912	16,488,314
4 Books and Supplies	3,169,613	2,818,061	3,242,952	2,818,061
5 Services and Other Operating Expenditures	7,905,184	6,476,058	6,525,506	6,577,286
6 Capital Outlay	127,202	-	-	-
7 Other outgo	1,968,011	1,956,000	1,956,000	1,956,000
8 Indirect costs	-	-	-	-
9 Other Financing Uses	20,000	20,000	20,000	20,000
10 Proposed Budget Cuts	-	-	(4,854,296)	(4,854,296)
11 Other Adjustments	-	-	-	-
12 Total Expenditures and Financing Uses	64,086,494	60,505,111	56,582,442	57,919,707
C Net Increase (Decrease) in Fund Balance	(\$220,270)	(\$983,201)	\$680,371	(\$1,422,623)
D Fund Balance				
1 Net Beginning Balance	3,713,313	3,493,043	2,509,842	3,190,213
Total Components of Ending Fund Balance	\$3,493,043	\$2,509,842	\$3,190,213	\$1,767,591
E Available Reserves- Unrestricted Only				
General Fund:				
Revolving Cash/Stores	44,383	30,000	30,000	30,000
Legally Restricted/Carryover	300,637	424,891	(0)	0
Designated for Economic Uncertainties	1,922,895	1,815,153	1,697,473	1,737,591
Undesignated/ Unappropriated Amount	1,225,129	239,798	1,462,740	0
Total Available Reserve - by Amount	3,493,043	\$2,509,842	3,190,213	1,767,592
Total Available Reserve - by Percent	4.91%	3.40%	5.59%	3.00%

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	8. Communications
Subject	8.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Summer 2020 and 20/2021 School Year Planning

Administrative Content**Executive Content**

9.1

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 Educational Services Report
Access	Public
Type	Information
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p>

Public Content

Speaker: Educational Services Staff

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

- Cadet Program Report
- Grades Data

Administrative Content**Executive Content**

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	9. Information
Subject	9.2 School and Systems Improvement Report
Access	Public
Type	

Public Content

Speaker: Carolyn Bernal. Ed.D

Rationale:

Dr Carolyn Bernal, Assistant Superintendent of School and Systems Improvement, will report on the following

- Dual Immersion Update
- Online Enrollment

Administrative Content**Executive Content**

10.1



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Considered approval of Resolution#1920/50, Delegating Authority to the Superintendent to Perform Actions Necessary to Finalize the Acquisition Pursuant to Board-Approved Purchase-Sale Agreement for Certain Rose Avenue Property and Provide for the Conveyance of Such Real Property to the Rio School District Pursuant to the Terms of Such Agreement
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval.

Public Content

Speaker: Superintendent Puglisi

Rationale:

The Board will be considering, in closed session, the price and terms of payment for certain real property located at or near 3410 N. Rose Avenue in the City of Oxnard, California, identified as a portion of Ventura County Assessor Parcel Number 144-0-11-225. In the event the Board approves a purchase-sale agreement as a result of such discussion, Resolution #1920/50 will delegate certain authorities to the Superintendent for purposes of completing such transaction.

Such authority would include the authority to execute any and all documents necessary to complete the transaction, including a Certificate of Acceptance, and otherwise undertake those due diligence efforts contemplated by such agreement.

[Reso_ Rio SD_ Resolution Delegating Authority for Rose Avenue Purchase Agreement \(1\).pdf \(16 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

RESOLUTION #1920/50

**DELEGATING AUTHORITY TO THE SUPERINTENDENT TO
PERFORM ACTIONS NECESSARY TO FINALIZE THE ACQUISITION
PURSUANT TO BOARD-APPROVED PURCHASE-SALE AGREEMENT
FOR CERTAIN ROSE AVENUE PROPERTY AND PROVIDE FOR THE
CONVEYANCE OF SUCH REAL PROPERTY TO THE RIO SCHOOL
DISTRICT PURSUANT TO THE TERMS OF SUCH AGREEMENT**

WHEREAS, subject to the Board of Trustees (“Board”) of the Rio School District (“District”) approving an agreement for the purchase and acquisition of real property and interests therein (hereinafter, “Purchase Agreement”) at or near 3410 N. Rose Avenue, Oxnard, California 92036 (a portion of Ventura County Assessor Parcel No. 144-0-110-225) (hereinafter, “Subject Property”) by the District; and

WHEREAS, to facilitate the final acquisition of the Subject Property pursuant to such approved Purchase Agreements, and complete the transfer of property as contemplated therein, the Board has determined that it is appropriate to delegate authority to the Superintendent, or the Superintendent’s designee, to perform actions necessary or desirable in connection therewith.

NOW, THEREFORE, be is resolved that:

1. The above recitals are true and correct, and are incorporated herein as findings of the Board by this reference.
2. The Board hereby authorizes, with respect to any Purchase Agreement separately approved by the Board, the Superintendent, or Superintendent’s designee (hereinafter, “Authorized Officers”) to:

(a) acknowledge and confirm, on behalf of the District, the Board’s approval of the Purchase Agreement;

(b) undertake those due diligence items required by the Purchase Agreement, including, but not limited to, actions necessary to facilitate compliance with the California Environmental Quality Act (“CEQA”);

(c) accept, on behalf of the District and the Board, the interests in the Subject Property to be acquired pursuant to a Purchase Agreement, or any portion thereof, to be conveyed to the District;

(d) consent to the recording of one or more deeds and other instruments providing for conveyance of the Subject Property, or portions thereof, to the District;

(e) take any and all such actions, and execute any and all other documents, as necessary or convenient for purposes of completing the acquisition of the Subject Property, or any portion thereof, by the District in a manner consistent with the Board's approval of said acquisition and the Purchase Agreement relating thereto; and

(f) cause to be disbursed all funds necessary, up to the amount separately approved by the Board, to complete the acquisition of the Subject Property by the District in a manner consistent with an approved Purchase Agreement and any other approvals and directions of the Board related thereto.

3. The acceptance and consent given pursuant to Section 2(a) may be evidenced by the execution of a "Certificate of Acceptance" by an Authorized Officer(s), either attached to or set forth on the face of the deed or other instrument conveying any portion of the Subject Property to the District, in substantially the following form:

CERTIFICATE OF ACCEPTANCE: This is to certify that the interests in real property conveyed by this deed or grant, dated _____, from _____ to the Rio School District, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Trustees of the Rio School District, pursuant to authority conferred by Resolution No. 1920/_____ adopted by said Board on June 10, 2020, and the grantee consents to recording hereof by the undersigned, duly authorized officer.

4. The authority granted by this Resolution shall apply to any acquisition of real property duly approved by the Board through separate action.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 10th day of June, 2020, by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

Linda Armas
President of the Board of Trustees

10.2



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Resolution #1920/51 Authorizing the Borrowing of Funds for Fiscal Year 2020-2021 and the issuance and sale of one or more series of 2020-2021 tax and revenue anticipation notes (TRAN) therefor and participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Series of Notes
Access	Public
Type	Action
Fiscal Impact	No
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the Resolution to participate In the California School Cash Reserve Program to be able to issue a Tax and Revenue Anticipation Note (TRAN) as part of this cost-effective pooled structure.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The California School Cash Reserve Program, sponsored by the California School Boards Association Finance Corporation, issues TRANs allowing the District to be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. TRANs are short-term debt instruments issued by school districts to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund moneys (generally paid out in a more level fashion).

Based on the current cash flow projections for 2020-21 fiscal year, the district is expected to have cash low points in August 2020 and December 2020. Issuing a TRAN will protect the district from using other borrowing such as interfund temporary loans or a loan from the county treasurer.

The attached resolution allows the district to move forward with sizing and pricing of the TRAN. As required by AB1200, this information will be submitted to Ventura County Office of Education for their approval of this debt.

[TRAN Resolution No. 1920-51.pdf \(266 KB\)](#)

[TRAN Resolution Certificate.pdf \(85 KB\)](#)

Administrative Content

Executive Content

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

**DISTRICT RESOLUTION
RESOLUTION NO. 1920/51**

NAME OF DISTRICT: RIO ELEMENTARY SCHOOL DISTRICT*

LOCATED IN: COUNTY OF VENTURA

MAXIMUM AMOUNT OF BORROWING: \$5,000,000

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2020-2021 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2021 ("Fiscal Year 2020-2021") by the issuance of its 2020-2021 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

*If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

Year 2020-2021 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;*** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or will accrue to the District during such fiscal year

*** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2020-2021 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the "Underwriter"), and Dale Scott & Company, as financial advisor for the Program (the "Financial Advisor"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or

policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Note Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of

subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District’s Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-2021 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2020-2021 [Subordinate]" Tax and Revenue Anticipation Notes, Series __" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the

** For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

*** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2020-2021 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District’s name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2020-2021 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2020-2021, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the

corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2020 (or the date of adoption of this Resolution if after May 1, 2020) through June 15, 2021 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and

such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each

Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made

under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to

have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all

the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of

Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2020 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2020, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2020, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2021 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five

million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together

with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the

Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall

authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the

same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2020-2021 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the

District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2020-2021 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2020-2021, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2014-2015 through Fiscal Year 2018-2019, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2019-2020 and 2020-2021, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of

Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2020 (the "Fiscal Year 2019-2020") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-2021 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2020-2021.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2020-2021 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2020-2021 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes

the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale

and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

**EXHIBIT A
FORM OF NOTE**

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2020-2021 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES _____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
____%		____, 20__		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20__ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____* To bear this designation if this Note is a Series of Subordinate Notes.

*** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

** Applicable only if the Note is issued by the County.

RESOLUTION CERTIFICATE

I, John Puglisi, Secretary of the Governing Board of Rio Elementary School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Rio Elementary School District duly and regularly held at the regular meeting place thereof on the __ day of _____, 2020, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 2500 East Vineyard Avenue, Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$5,000,000.

Dated: _____, 2020

John Puglisi
Secretary of the Governing Board
of Rio Elementary School District

RESOLUTION CERTIFICATE

I, John Puglisi, Secretary of the Governing Board of Rio Elementary School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Rio Elementary School District duly and regularly held at the regular meeting place thereof on the ___ day of _____, 2020, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 2500 East Vineyard Avenue, Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

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Dated: _____, 2020

John Puglisi
Secretary of the Governing Board
of Rio Elementary School District

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AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 2500 East Vineyard Avenue, Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$5,000,000.

Dated: _____, 2020

John Puglisi
Secretary of the Governing Board
of Rio Elementary School District

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AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 2500 East Vineyard Avenue, Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$5,000,000.

Dated: _____, 2020

John Puglisi
Secretary of the Governing Board
of Rio Elementary School District

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Rio Elementary School District

By _____
Linda Aguilar
Title: Board President

[(SEAL)]

Countersigned

By _____
John Puglisi
Title: Superintendent

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Rio Elementary School District

By _____
Linda Aguilar
Title: Board President

[(SEAL)]

Countersigned

By _____
John Puglisi
Title: Superintendent

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Rio Elementary School District

By _____
Linda Aguilar
Title: Board President

[(SEAL)]

Countersigned

By _____
John Puglisi
Title: Superintendent

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Rio Elementary School District

By _____
Linda Aguilar
Title: Board President

[(SEAL)]

Countersigned

By _____
John Puglisi
Title: Superintendent

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
<u>Linda Aguilar</u>	<u>Board President</u>	_____
<u>John Puglisi</u>	<u>Superintendent / Board Secretary</u>	_____
<u>Wael Saleh</u>	<u>Assistant Superintendent of Business Services</u>	_____
<u>Kevin Olson</u>	<u>Director of Fiscal Services</u>	_____
_____	_____	_____

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
<u>Linda Aguilar</u>	<u>Board President</u>	_____
<u>John Puglisi</u>	<u>Superintendent / Board Secretary</u>	_____
<u>Wael Saleh</u>	<u>Assistant Superintendent of Business Services</u>	_____
<u>Kevin Olson</u>	<u>Director of Fiscal Services</u>	_____
_____	_____	_____

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NAME	OFFICE	SIGNATURE
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<u>John Puglisi</u>	<u>Superintendent / Board Secretary</u>	_____
<u>Wael Saleh</u>	<u>Assistant Superintendent of Business Services</u>	_____
<u>Kevin Olson</u>	<u>Director of Fiscal Services</u>	_____
_____	_____	_____

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NAME	OFFICE	SIGNATURE
<u>Linda Aguilar</u>	<u>Board President</u>	_____
<u>John Puglisi</u>	<u>Superintendent / Board Secretary</u>	_____
<u>Wael Saleh</u>	<u>Assistant Superintendent of Business Services</u>	_____
<u>Kevin Olson</u>	<u>Director of Fiscal Services</u>	_____
_____	_____	_____

District: Rio Elementary School District

Address: 2500 East Vineyard Avenue

Oxnard, CA 93036

County: Ventura

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Rio Elementary School District

By _____

Name: Wael Saleh

Title: Assistant Superintendent of Business Services

District: Rio Elementary School District

Address: 2500 East Vineyard Avenue

Oxnard, CA 93036

County: Ventura

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Rio Elementary School District

By _____

Name: Wael Saleh

Title: Assistant Superintendent of Business Services

District: Rio Elementary School District

Address: 2500 East Vineyard Avenue

Oxnard, CA 93036

County: Ventura

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Rio Elementary School District

By _____

Name: Wael Saleh

Title: Assistant Superintendent of Business Services

District: Rio Elementary School District

Address: 2500 East Vineyard Avenue

Oxnard, CA 93036

County: Ventura

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Rio Elementary School District

By _____

Name: Wael Saleh

Title: Assistant Superintendent of Business Services

10.3



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 Discussion/Action to Move Forward and Schedule a RSD Governing Board Masters in Governance Workshop
Access	Public
Type	Action, Discussion

Public Content

Speaker: Superintendent Puglisi

Rationale:

Board members and administration see great value in at least annual team building and learning in terms of our leadership roles. These types of events are needed now more than every and strongly recommended.

Administrative Content

Executive Content

10.4

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 Approval of Resolution 1920/56 of the Board of Trustees of the Rio School District Regarding Alternative Learning Models During COVID-19 Pandemic
Access	Public
Type	Action
Recommended Action	The Superintendent recommends adoption of the resolution.

Public Content

Speaker: Superintendent Puglisi

Rationale:

On March 16, 2020, the District closed all its schools as a result of the COVID19 virus. District administration together with union partners are working on alternative learning models for the 2020-21 school year in order to plan for the safe re-opening of schools in the fall, with the understanding that the virus will likely continue to exist until a vaccine is created, which may take a year or year and a half to be available.

Currently, the District is working on the following learning models:

- Independent Learning Program (already existing)
- Blended Learning Model

The District is seeking input from Board of Trustees to support this resolution directing the District to continue taking the steps required to implement alternative learning models to support student learning during the COVID-19 Pandemic and provide options for families.

Fiscal Analysis

The District's costs to implement alternative learning models will be funded from general fund restricted and unrestricted funds.

[Res192056COVID19.pdf \(88 KB\)](#)

Administrative Content**Executive Content**

RIO SCHOOL DISTRICT

RESOLUTION NO. 1920/56

**RESOLUTION BY THE BOARD OF TRUSTEES OF THE RIO SCHOOL DISTRICT
REGARDING ALTERNATIVE LEARNING MODELS DURING COVID-19
PANDEMIC**

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization officially declared COVID-19 a global pandemic; and

WHEREAS, on March 19, 2020, Governor Newsom ordered all individuals living in the State of California to stay home except as needed to maintain continuity of operations of the critical infrastructure sectors; and

WHEREAS, the Board recognizes that COVID-19 has rapidly spread throughout California, necessitating guidance and action from federal, state and local officials; and

WHEREAS, the Board has a substantial public interest in protecting the health and safety of students, staff and the community; and

WHEREAS, it is necessary to ensure the continuation of public education, to the greatest extent possible, while maintaining the health and safety of the students and staff; and

WHEREAS, COVID-19 will likely exist until a vaccine is created, which will take a year to a year in a half to be available; and

WHEREAS, discussion about a potential 'second wave' vary from source to source, but is generally believed that targeted school or temporary district closures may be necessary in 2020-21; and

WHEREAS, students deserve the best, equitable and safe educational learning models available to meet the needs of individual students and families; and

WHEREAS, schools start for the 2020-21 school year on August 26th, just over 2 months away, and a lot can change in that time; and

WHEREAS, the County Public Health Agency requires changes to safely re-open schools in the fall, which include social distancing, rigorous cleaning, potential PPE for staff and students; and

WHEREAS, the District working to provide families with alternative educational learning options for the fall; and

WHEREAS, alternative educational learning options will also allow the District to mitigate school / class size to meet state required social distancing guidelines; and

WHEREAS, providing alternative educational options will support students / families, retain enrollment (avoiding further budget cuts from declining enrollment), and mitigate loss of students to regional Independent Study charter schools / programs).

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

1. The foregoing recitals are true and correct.
2. The Board hereby authorizes the District to continue collaborating with union partners on a plan to safely re-open schools in the Fall that continue delivering high-quality educational opportunities to students through in-person learning, independent study, and other alternative blended learning options; and
3. The Board hereby also authorizes the District administration to survey families to assess interest in learning about and/or attending alternative learning educational options for the 2020-21 school year; and

PASSED AND ADOPTED by the Board of Trustees of the Rio School District, at a regularly-held meeting on the 10th day of June, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board of Trustees

Clerk of the Board of Trustees

11.2

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of the Regular Board Meeting of May 20, 2020
Access	Public
Type	Action (Consent), Minutes

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

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



**Rio School District
Minutes
Regular Board Meeting
May 20, 2020
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

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

1. Open Session 5:00 p.m.

1.1 Call to Order

President Armas opened the meeting at 5:01 p.m.

1.2 Pledge of Allegiance

President Armas led the flag salute.

1.3 Roll Call

Trustee Torres called the roll and all trustees were present.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

President Armas pulled item 4.1 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment. from closed session to the next regularly board meeting.

Trustee Esquivel requested item 9.6 Approval of the Contract for Legal Services with Kaplan Law Group be tabled and Item 9.14 Approval of Change Order #1 from Hughes General Engineering for services at Rio Real be pulled for discussion.

Trustee Eisenhauer requested item 9.9 Approval of Notice of Award for the Grocery Bid to Sysco to be pulled for discussion.

2.2 Approval of the Agenda

Staff recommends approval as amended.

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

Final Resolution: Motion Carries

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

3. Public Comment-Closed Session

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

Public comments on closed session items were heard from Marisela Valdez.

President Armas adjourned the meeting into closed session at 5:18 p.m.

4. Closed Session

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

4.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 3050 and 3150 Thames River Dr., Oxnard, CA 93036 (APN: 132-0-12-020, -021, -022, -023) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: City of Oxnard Under Negotiation: Price and Terms of Payment for Use

4.3 Conference Legal Counsel Re Existing Litigation: OAH Case No. 2020050034

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

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

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

5.1 Report of Closed Session

President Armas reconvened the meeting at 6:51 p.m.

President Armas reported the following action took place during closed session:

By a vote of 5-0. the Board took action to approve a settlement agreement regarding OAH Case No. 2020050034

6. Communications

6.1 Acknowledgement of Correspondence to the Board

There were no written correspondence.

6.2 Board Member Reports

Board member reports were heard from Trustee Torres, Cortes-Martinez and President Armas.

6.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, President of RTA and Henry Carreon, President of CSEA.

6.4 Superintendent Report

Superintendent Puglisi presented an update on the CoronaVirus Impacted Learning Environments and Master Planning.

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

7. Information

7.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, presented the May revise.

Mr. Saleh also presented and acknowledged the Food Service Department and others.

7.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, updated the Governing Board on the following:

GATE/ASES Report

Virtual Promotion Report

Friday Teacher Check In Update

7.4 First Reading of CSBA Revised Board Policies

Superintendent Puglisi explained that the policies presented are revisions that we receive from the California School Board. The follow changes in law and ed code. They will bring forward for action at the June 24, 2020 meeting. All departments have reviewed all policies.

8. Discussion/Action

8.1 2020/2021 Academic Calendars

It is recommended the board take action and approve the 2020/2021 Academic Calendar and 2020/2021 Preschool Calendar as presented.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

8.2 Approval of Resolution 19/20-46 of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2020-2021

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 19/20-46, "Resolution of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2020-2021."

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

8.3 Approval of Resolution 1920/48 Board Directives Relative to Riverpark CFD Joint Use Agreement at Rio Vista Middle School and Rio del Mar

Staff recommends Approval of Resolution 1920/48 Board Directives Relative to Riverpark CFD Joint Use Agreement at Rio Vista Middle School and Rio del Mar

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

8.4 Approval of Resolution 1920/49 Authorization of Public Sale of 2715 East Vineyard Avenue Property and Establishing Policy and Procedures for Receipt of Proposals for Purchase, Lease, or Exchange, Including Draft Notice

Staff recommends Approval of Resolution 1920/49 Authorization of Public Sale of 2715 East Vineyard Avenue Property and Establishing Policy and Procedures for Receipt of Proposals for Purchase, Lease, or Exchange, Including Draft Notice

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9. Consent

9.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as amended.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

9.2 Approval of the Minutes of the Regular Board Meeting of April 15, 2020

Staff recommends approval of the consent agenda, as amended.

9.3 Approval of the Donation Report

Staff recommends approval of the consent agenda, as amended.

9.4 Personnel Report - May 2020

9.5 Ratification of the Commercial Warrant for March 26, 2020 through May 7, 2020

9.6 Approval of the Contract for Legal Services with Kaplan Law Group

Resolution: Staff recommends approval the contract for legal services with Kaplan Law Group-**Tabled**

9.7 Identifying And Authorizing District Representatives Who Will Certify Documents And Act As Liaisons To The Office Of Public School Construction And State Allocation Board For State School Facility Program Applications.

9.8 Approve Yearly List of Pre-Qualified Bidders

9.9 Approval of Notice of Award for the Grocery Bid to Sysco

It is recommended that the Board approve the Notice of Award to Sysco for the Grocery Bid.

Motion by Felix Eisenhauer, second by Joe Esquivel.

Final Resolution: Motion Carries

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

9.10 Approval of Resolution 1920/43 for the Notice of Completion of the District Office

9.11 Approval of CREDIT Change Order from Monet Construction

9.12 Approval of Credit Change Order from Pierre Landscape at Rio Del Sol

9.13 Approval of Change Order 4.3 from Standard Drywall

9.14 Approval of Change Order #1 from Hughes General Engineering for services at Rio Real

It is recommended that the Board approve the Change Order from Hughes General Engineering.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

9.15 Approval of Change Order from Venco Electric, Inc.

10. Organizational Business

10.1 Future Items for Discussion

Future item for discussion include an update for the Cadet Program at Rio del Valle Middle School; Test scores, and Measure L funds.

10.2 Future Meeting Dates: June 10, 2020 and June 24, 2020

11. Adjournment

11.1 Adjournment

President Armas adjourned the meeting at 8:56 p.m.

Approved on this 10th day of June, 2020.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

11.3

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.3 Approval of the Minutes of the Special Board Meetings of June 3, 2020
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval.

Public Content

Speaker:

Rationale:

Minutes from the Special Board Meetings of June 3, 2020 will be approved.

Administrative Content**Executive Content**

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



**Rio School District
Minutes
Special Board Meeting
June 3, 2020
District Office
1800 Solar Drive
Oxnard, CA 93036
Open Session: 4:30 p.m.**

Members present

Eleanor Torres, Felix Eisenhauer, Linda Armas

1. Preliminary Business- 4:30 p.m.

1.1 Call to Order-4:30 p.m

President Armas called the meeting to order at 4:32 p.m.

1.2 Pledge of Allegiance

President Armas led the flag salute.

1.3 Roll Call

Trustee Torres called the roll. President Armas and Trustee Torres and Eisenhauer were present.

Trustees Esquivel and Cortes will be late.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections or modifications to the agenda.

2.2 Approval of the Agenda

The Governing Board approved the agenda as presented.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Armas

3. Public Comment-Closed Session

There were no comments.

4. Closed Session

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

5. Communications

5.1 Report closed session

President Armas reported no action took place during closed session.

6. Adjournment

6.1 Adjournment

President Armas adjourned the meeting at 5:10 p.m

Approved on this 10th day June, 2020.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date



**Rio School District
Minutes
Special Board Meeting
June 3, 2020
District Office
1800 Solar Drive
Oxnard, CA 93036
Open Session: 5:00 p.m.**

Members present

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

1. Preliminary Business- 5:00 p.m.

1.1 Call to Order-5:00 p.m

President Armas opened the meeting at 5:10 p.m.

1.2 Pledge of Allegiance

President Armas led the flag salute.

1.3 Roll Call

Trustee Torres called the roll, all present.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no correction, additions or modifications to the agenda.

2.2 Approval of the Agenda

Staff recommends approval of the agenda as presented.

Motion by Felix Eisenhower, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhower, Linda Armas, Joe Esquivel

3. Communications

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

4. Information/Action

4.1 Master Planning Priorities Workshop

Superintendent Puglisi explained the items to be discussed this evening including plans for the 2020/2021 school year. Discussion followed.

4.2 Approval of Resolution 1920/56 Regarding Measure L Bond Project Prioritization

The District is seeking the Board of Trustees support for the attached resolution in order to shift priority from prior bond projects to those which maximize the ability for the District to upgrade, modernize and make health and safety improvements at each of its schools in order to comply with requirements to safely open schools in the fall.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

5. Adjournment

5.1 Adjournment

President Armas adjourned the meeting at 7:05 p.m.

Approved on this 10th day June, 2020.

John Puglisi, Ph.D., Secretary Date

Eleanor Torres, Clerk of the Board Date

11.4



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.4 Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the June 10 personnel report as presented.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The June 10 personnel report is presented for approval.

[June PERS Report - June 10, 2020.pdf \(53 KB\)](#)

Administrative Content

Executive Content

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

**RIO SCHOOL DISTRICT
June 10, 2020**

Certificated Personnel Report

Certificated Involuntary Transfer:

Juarez, Sara, Elementary School Teacher, (1.0) FTE, from Rio Plaza to Rio del Sol, effective 2020/2021 school year

Pearson, Tracy, Elementary School Teacher, (1.0) FTE, from Rio Plaza to Rio del Norte, effective 2020/2021 school year

Certificated Returning from Leave of Absence:

Lalor, Carrie, Elementary School Teacher, (1.0) FTE, 5th grade at Rio del Sol, effective 2020/2021 school year

Peters, Kailtin, Elementary School Teacher, (1.0) FTE, 5th grade at Rio del Mar, effective 2020/2021 school year

Certificated Leave of Absence:

Riggs, Katie, Elementary School Teacher, (1.0) FTE, effective 2020/2021 school year

Lauer, Meghan, Elementary School Teacher, Rio Plaza (1.0) FTE, effective 2020/2021 school year

Classified Personnel Report

Classified Promotion:

Lewis, Brandon, from Bus Driver/Maintenance, 8hrs, MOT to Maintenance Worker III/Locksmith 8hrs, MOT, effective 5/25/20

11.5



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.5 Ratification of the Commercial Warrant for May 7, 2020 through May 28, 2020.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,684,312.46
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period May 7, 2020 through May 28, 2020.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$1,684,312.46 which includes processing payments for all funds of the District in the following amounts for the period May 7, 2020 through May 28, 2020.

Fund 010	General Fund	\$1,086,195.06
Fund 130	Cafeteria Fund	\$53,650.27
Fund 212	Building Fund Measure L	\$480,179.68
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$55,466.13
Fund 490	Capital Projects Fund for Blen	\$8,826.25
Less Unpaid Tax Liability		-\$4.93
Total:		\$1,684,312.46

[Commercial Warrant through 5-28-20.pdf \(83 KB\)](#)

Administrative Content

Executive Content

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

ReqPay12a

Board Report

Checks Dated 05/07/2020 through 05/28/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009037351	05/07/2020	Vargas, Elodia M	010	150.00	
5009037352	05/07/2020	Pearson, Tracey J	010	125.00	
5009037353	05/07/2020	AMAZON.COM CORPORATE CREDIT	010	6,599.19	
5009037354	05/07/2020	California Lutheran University CRLP	010	5,800.00	
5009037355	05/07/2020	COASTAL OCCUPATIONAL MEDICAL GROUP	010	440.00	
5009037359	05/07/2020	GREATAMERICA FINANCIAL SVCS	010	279.09	
5009037361	05/07/2020	MJP COMPUTERS	010	455.80	
5009037362	05/07/2020	Ox Blue	010	599.00	
5009037365	05/07/2020	VCOE Business	010	50.00	
5009037366	05/07/2020	Ventura County Office of Education	010	37,825.00	
5009037367	05/07/2020	Vex Robotics	010	1,079.96	
5009037369	05/11/2020	Assistance League School	010	12,650.00	
5009037370	05/11/2020	FOOD SHARE, INC.	010	20.00	
5009037371	05/11/2020	Luis Gerardo Gullien	010	680.00	
5009037373	05/11/2020	MJP COMPUTERS	010	11,457.87	
5009037374	05/11/2020	Nee Quaison Sackey	010	2,700.00	
5009037375	05/11/2020	Oxnard Union High	010	897.45	
5009037376	05/11/2020	Pacific OneSource, Inc STS education	010	1,997.52	
5009037377	05/11/2020	Sonitrol	010	22,465.43	
5009037379	05/11/2020	Vector 9 Design	010	471.41	
5009037380	05/11/2020	Ventura County Office of Education	010	1,775.00	
5009037381	05/14/2020	Mathwin, Gena	010	136.68	
5009037384	05/14/2020	California Lutheran University CRLP	010	13,000.00	
5009037385	05/14/2020	HAROLD'S FAST ROOTER & PLUMBING	010	640.00	
5009037386	05/14/2020	HOME DEPOT CREDIT SERVICES	010	8,384.39	
5009037388	05/14/2020	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	1,632.66	
5009037389	05/14/2020	KONICA MINOLTA PREMIER FINANCE	010	2,804.99	
5009037390	05/14/2020	MAXIM STAFFING SOLUTIONS	010	3,072.00	
5009037391	05/14/2020	McCARTY & SON'S TOWING	010	267.50	
5009037392	05/14/2020	MONTGOMERY HARDWARE CO.	010	2,097.22	
5009037393	05/14/2020	United of Omaha Life Ins. Co.	010	742.44	
5009037394	05/14/2020	Pacific Equipment	010	576.83	
5009037395	05/14/2020	PARKHOUSE TIRE, INC.	010	1,804.40	
5009037396	05/14/2020	Pioneer Chemical Co	010	16,399.23	
5009037397	05/14/2020	PRAXAIR DISTRIBUTION INC	010	274.05	
5009037398	05/14/2020	SISC FINANCE	010	587,420.55	
5009037401	05/14/2020	Ventura County Office of Education	010	3,500.00	
5009037402	05/18/2020	Atkinson, Andelson, Loya, Ruud & Romo	010	11,406.81	
5009037405	05/18/2020	FEDEX	010	28.74	
5009037406	05/18/2020	Fence Factory	010	2,934.08	
5009037407	05/18/2020	CITY OF OXNARD	010	38,486.07	
5009037408	05/18/2020	MWG MESTMAKER & ASSOCIATES	010	160.00	

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

ESCAPE ONLINE

Page 1 of 4

ReqPay12a

Board Report

Checks Dated 05/07/2020 through 05/28/2020					
Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009037411	05/18/2020	PARADIGM HEALTHCARE SERVICES	010	1,052.72	
5009037412	05/18/2020	Sam's Club Direct	010	1,626.59	
5009037414	05/18/2020	Security Self Storage	010	220.00	
5009037415	05/18/2020	Ventura County SELPA	010	85,480.00	
5009037417	05/18/2020	Steve Sunnarborg	010	1,650.00	
5009037418	05/18/2020	Ventura County Office of Education	010	820.00	
5009037420	05/21/2020	Rauschenberger, Veronica	010	73.27	
5009037423	05/21/2020	360 Degree Customer Inc.	010	44,784.00	
5009037425	05/21/2020	AT&T	010	2,061.75	
5009037426	05/21/2020	AT&T	010	222.88	
5009037427	05/21/2020	California Lutheran University CRLP	010	800.00	
5009037428	05/21/2020	Callfornia American Water	010	2,369.18	
5009037429	05/21/2020	E J Harrison & Sons	010	8,303.80	
5009037430	05/21/2020	SOUTHERN CALIF. EDISON	010	50,886.91	
5009037431	05/21/2020	Employment Dev Dept	010	1,495.65	
5009037432	05/21/2020	Frontier Communications	010	871.51	
5009037433	05/21/2020	THE GAS COMPANY	010	4,613.21	
5009037434	05/21/2020	HARRIS WATER CONDITIONING	010	271.25	
5009037435	05/21/2020	William Venegas Hip Hop Mindset	010	2,240.00	
5009037438	05/21/2020	Blaine Kutin	010	927.45	
5009037440	05/21/2020	TIME WARNER CABLE	010	4,570.00	
5009037441	05/21/2020	UNITED WATER CONSERVATION DIST	010	3,124.59	
5009037442	05/21/2020	VERIZON WIRELESS	010	506.94	
5009037443	05/21/2020	Broadview Networks	010	8,037.45	
5009037444	05/26/2020	Diane DeLaurantis	010	1,400.00	
5009037445	05/26/2020	Luis Gerardo Gullen	010	1,560.00	
5009037446	05/26/2020	Nee Quaison Sackey	010	2,000.00	
5009037447	05/26/2020	OFFICE DEPOT	010	42,228.10	
5009037449	05/26/2020	Pacific OneSource, Inc STS education	010	7,911.45	
Total Number of Checks			71	1,086,195.06	
5009037356	05/07/2020	Dominos Pizza	130	402.62	
5009037357	05/07/2020	Driftwood Dairy, Inc.	130	15,145.21	
5009037363	05/07/2020	Tri County Bread Service	130	5,887.86	
5009037364	05/07/2020	THE BERRY MAN, INC.	130	25,512.11	
5009037382	05/14/2020	Del Toro, Adriana	130	25.30	
5009037405	05/18/2020	FEDEX	130	.05	
5009037409	05/18/2020	P & R Paper Supply Co., Inc.	130	1,768.71	
5009037412	05/18/2020	Sam's Club Direct	130	188.52	
5009037419	05/18/2020	VENTURA REFRIGERATION SALES & SERVICE	130	461.00	
5009037421	05/21/2020	Heller, Dulce M	130	26.39	
5009037422	05/21/2020	Hernandez, Maria R.	130	13.80	
5009037439	05/21/2020	SYSCO VENTURA, INC.	130	3,537.55	
5009037447	05/26/2020	OFFICE DEPOT	130	681.15	

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

ESCAPE ONLINE
Page 2 of 4

ReqPay12a

Board Report

Checks Dated 05/07/2020 through 05/28/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
Total Number of Checks			13	53,650.27	
5009037353	05/07/2020	AMAZON.COM CORPORATE CREDIT	212	2,029.82	
5009037358	05/07/2020	Fry's Electronics customer #70893	212	43.06	
5009037360	05/07/2020	M/M Mechanical Inc.	212	8,910.16	
5009037361	05/07/2020	MJP COMPUTERS	212	13,159.80	
5009037368	05/11/2020	A4E	212	81,377.48	
5009037372	05/11/2020	KENCO CONSTRUCTION SERVICES	212	29,880.00	
5009037373	05/11/2020	MJP COMPUTERS	212	109,540.87	
5009037378	05/11/2020	United Site Services	212	1,883.39	
5009037383	05/14/2020	Benner and Carpenter Inc.	212	2,480.00	
5009037387	05/14/2020	Irwin Seating Company	212	4,408.98	
5009037399	05/14/2020	TAFT ELECTRIC	212	570.00	
5009037400	05/14/2020	Venco Electric	212	5,794.54	
5009037403	05/18/2020	Capitveaire Systems	212	19,462.77	
5009037404	05/18/2020	Earth Systems Consultants	212	3,085.00	
5009037413	05/18/2020	Pacific OneSource, Inc STS education	212	9,129.45	
5009037416	05/18/2020	Brannon Inc Smith Electric Service	212	92,801.25	
5009037424	05/21/2020	A4E	212	36,629.61	
5009037436	05/21/2020	Kamran & Company, Inc Attn Dorie Prulitsky	212	46,378.50	
5009037437	05/21/2020	KBZ Architects	212	2,740.00	
5009037448	05/26/2020	Plowboy Landscapes, Inc	212	10,075.00	
Total Number of Checks			20	480,179.68	
5009037375	05/11/2020	Oxnard Union High	251	51,756.13	
5009037402	05/18/2020	Atkinson, Andelson, Loya, Ruud & Romo	251	3,710.00	
Total Number of Checks			2	55,466.13	
5009037402	05/18/2020	Atkinson, Andelson, Loya, Ruud & Romo	490	1,326.25	
5009037410	05/18/2020	Pacific West Communities, Inc	490	7,500.00	
Total Number of Checks			2	8,826.25	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	71	1,086,195.06
130	Cafeteria Fund	13	53,650.27
212	Building Fund Measure L	20	480,179.68
251	CAPITAL FACILITIES - RESIDENTI	2	55,466.13
490	Capital Projects Fund for Blen	2	8,826.25

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

Checks Dated 05/07/2020 through 05/28/2020						
Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount	
		Total Number of Checks	99	1,684,317.39		
		Less Unpaid Tax Liability		4.93-		
		Net (Check Amount)		1,684,312.46		

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

11.6



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.6 Approval of the Contract for Legal Services with Kaplan Law Group
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	15,000.00
Budget Source	General Fund
Recommended Action	Staff recommends approval the contract for legal services with Kaplan Law Group

Public Content

Speaker: Superintendent Puglisi

Rationale:

Staff recommends approval of the contract with Kaplan Law Group to provide consulting and legal advice surrounding K-12 Education law issues, specifically as they relate to but not limited to negotiations, distance learning, human resources and the collective bargaining agreements.

[KLGContract.pdf \(195 KB\)](#)

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.

Lisa M. Kaplan, Esq.
916/996-1474 (direct line)
lisa.kaplan@att.net

Kaplan Law Group

A California Corporation
1017 L Street, Suite 761
Sacramento, California 95814

LEGAL FEE AGREEMENT

Services Provided for:
Rio School District

Services Provided by:
Kaplan Law Group
1017 L Street, Suite 761
Sacramento, CA 95814

Authorized Representative:
Supt. John Puglisi

Principal Attorney:
Lisa M. Kaplan, Esq.
Phone #: 916/996-1474
lisa.kaplan@att.net

Dear Superintendent Puglisi:

Per our conversation, I truly appreciate the opportunity to present you with this Proposal for Legal Consulting Services to assist Rio School District ("District") with providing consulting and legal advice surrounding K-12 Education law issues, specifically as they relate to but not limited to negotiations, distance learning, human resources and the collective bargaining agreements.

California Business & Professions Code §6148 requires a written fee agreement between the District and providers of legal services. Attached below is the legal fee agreement to present to the Board for approval.

Details:

- Billing = 6-minute increments
- Travel Mileage Reimbursement at IRS rate beyond 15 miles from Sacramento
- There is No Conflict with Existing Clients of Kaplan Law Group for providing Policy, HR, and/or Negotiations consulting and/or legal advice.

Kaplan Law Group – Employees	Rate / Hour	Estimated Fee
Principals <i>Lisa Kaplan, Esq.</i>	\$215.00	To be billed accordingly
Legal Administrative Assistant	\$100.00	<i>*All time to be billed hourly in 6 min increments.</i>

AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Rio School District (“Client”) and the law firm KAPLAN LAW GROUP (“Attorney”). In consideration of the promises and the mutual agreements herein-after contained, The Client desires to retain and engage Attorney to perform legal and, upon request non-legal consultant services on the Client’s behalf. Attorney accepts this engagement on the following terms and conditions contained below. Attorney agrees to provide legal services to Client on the terms set forth below effective May 1, 2020 through May 1, 2021.

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S COOPERATION. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations. The District is hereby advised that Attorney may seek the advice of an independent consultant on some matters, and will inform Client of such prior to seeking advice.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Most of Attorney’s electronic data, including emails and documents, are stored on the cloud. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates of \$215.00 per hour for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are billed based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable). (b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

9. MISCELLANEOUS. The parties agree that Attorney, while engage in carrying out and complying with any of the terms and conditions of this Agreement, is an authorized and exempt independent contractor and not an employee of the District (per AB 5).

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

KAPLAN LAW GROUP

RIO SCHOOL DISTRICT



By: Lisa M. Kaplan

By: Superintendent John Puglisi

May 12, 2020

Date: _____

11.7



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.7 Approval of Form J-13A requesting Allowance of Attendance Because of Emergency Conditions
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve the Request for Allowance of Attendance because of Emergency Conditions.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

In order to receive an allowance of attendance because of emergency conditions, the board needs to approve Form J-13A. Upon approval of this form by the governing board, county superintendent of schools and California Department of Education, credit for instruction time missed will be given in order to satisfy the requirements of Education Code Section 37202.

District staff has prepared this form with the guidance of Ventura County Office of Education .

2020 J-13A form_Rio_10312019 (1).pdf (1,114 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.

**REQUEST FOR ALLOWANCE OF ATTENDANCE
DUE TO EMERGENCY CONDITIONS**

Form J-13A

(Revised December 2017)

California Department of Education

School Fiscal Services Division

Website: <https://www.cde.ca.gov/fg/>

Telephone: 916-324-4541

Email: attendanceaccounting@cde.ca.gov

Form J-13A Instructions

Why file:

The Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A is used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code (EC) Section 41422*.
- When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC Section 46392* and *California Code of Regulations (CCR), Title 5, Section 428*.
- When attendance records have been lost or destroyed as described in *EC Section 46391*.

The California Department of Education's (CDE) approval of the J-13A, combined with other attendance records, serve to document the local educational agency's (LEA) compliance with instructional time laws and provide authority to maintain school for less than the required instructional days and minutes without incurring a fiscal penalty to the LEA's Local Control Funding Formula (LCFF) funding.

How to file:

The Form J-13A is available at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp>. Also available on the J-13A Web page are FAQs and supplemental pages for sections B and C in Excel format. All affidavits must have original signatures.

Charter schools must file separately from the authorizing school district or county office of education (COE).

The LEA governing board must approve each request by completing Section E, Affidavit of School District, County Office of Education, or Charter School Governing Board Members. Once the majority of the governing board members have approved the request, the LEA should keep a copy of the request and then submit the original to the county superintendent who must approve the request before it can be submitted to the State Superintendent of Public Instruction, CDE. Charter schools must submit the request to their authorizing LEA for approval, who will then forward to the county superintendent for approval.

The following summarizes the J-13A submittal and CDE review process:

- The county superintendent executes the Affidavit of County Superintendent of Schools, certifying the approval.
- The COE should keep a copy of the request and mail the original request to the listed CDE address.
- Once CDE has received the Form J-13A, the request will go through a review process. If the request is approved, CDE will e-mail the approval letter and a copy of the request to all contacts listed on the form. CDE will also mail a hardcopy of the approval letter. If the request is denied, CDE will e-mail the denial letter and a copy of the request to all contacts listed on the form. CDE will also mail a hardcopy of the denial letter.

Where to file:

Mail the entire original Form J-13A to:
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

General Instructions:

- Multiple emergency events and schools may be included on one Form J-13A. Be sure to include specific detailed information and supporting documents for each event and school.
- If the emergency event resulted in a closure and material decrease, complete sections B and C.
- Supplemental pages for sections B and C are available in Excel format for a request that requires more lines than allocated on Form J-13A.
- Attach supporting documentation. Redact any personally identifiable information. Examples of required supporting documentation:
 - Declaration of a State of Emergency
 - News articles
 - E-mails
 - Invoices

Form J-13A Instructions

- A local safety officer letter for any incident involving police activity, threats, cyber threats, etc.
- A county public health officer letter for any incident involving epidemic-type illness. The letter is to specify that the illness was an epidemic or that there was an increase in the number of cases of a disease above what is normally expected of the population in that area.

SECTION A: REQUEST INFORMATION

Refer to the California School Directory at <https://www.cde.ca.gov/schooldirectory/> for information needed to complete this section.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

- LEA Name – Enter the name of the school district, COE, or charter school submitting the Form J-13A.
- County Code – Enter the two-digit county code associated with this entity.
- District Code – Enter the five-digit district code associated with this entity.
- Charter Number – If this request is for a charter school, enter the charter number associated with this entity.
- LEA Superintendent or Administrator Name – Enter the name of the superintendent or administrator associated with this entity.
- Fiscal Year – Enter the fiscal year of the requested emergency closure, material decrease and/or lost or destroyed attendance records.
- Address – Enter the LEA's full address including:
 - Number and street
 - County name
 - City
 - State
 - Zip code
- Contact Information – Enter a contact person for this request. Include the following:
 - Name
 - Title
 - Phone number
 - E-mail address

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST

Select the LEA type associated with the request and, for a school district or COE request, if all or select school sites are included in the request. Only one LEA type may be selected.

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST

Read each condition carefully and select one or more that apply to this request. In addition, indicate if the request is associated with a Declaration of a State of Emergency by the Governor of California.

SECTION B: SCHOOL CLOSURE

This section is used for closures pursuant to *EC* Section 41422. If the request does not include any school closures, select the "Not Applicable" box on the top right corner and proceed to Section C.

PART I: NATURE OF EMERGENCY

Use this field to describe in detail the nature of the emergency(s) that caused the school closure.

PART II: SCHOOL INFORMATION

The fields below correspond to the columns on Form J-13A.

- A. School Name – Enter the school name of each school closed on a separate line. Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request and select the "Supplemental Page(s) Attached" box on the top right corner.
- B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at <https://www.cde.ca.gov/schooldirectory/> to locate the school code.
- C. Site Type – Enter the site type associated with the school listed in Column A. This site information is need for CDE to determine the specific instructional time requirements for the listed school. Choose one of the following site type options:
 - Charter School
 - Community Day
 - Continuation School
 - County Community
 - Juvenile Court School

Form J-13A Instructions

- Opportunity School
 - Special Education
 - Traditional
- D. Days in School Calendar – Provide the number of days in the school calendar. Attach a copy of the school calendar to the request. If the request includes multiple schools, attach a copy of each different school calendar and clearly identify which schools follow each calendar. If all schools have the same school calendar, note “all schools” at the top of the calendar.
- E. Emergency Days Built In – Provide the number of additional days the school has built in to the school calendar to use as make-up days for emergency closures.
- F. Built In Emergency Days Used – Provide the number of built in emergency days the school has used so far in the school year.
- G. Date(s) of Emergency Closure – Enter the date(s) closed for the emergency in the current request.
- H. Closure Dates Requested – Of the dates provided in Column G, enter the dates the school will not be able to make-up, and is requesting as part of the Form J-13A.
- I. Total Number of Days Requested – Enter the total number of days for the dates requested in Column H.

PART III: CLOSURE HISTORY

In this section, provide the closure history for the current and five prior fiscal years for all schools included in the request, regardless if a J-13A request was submitted. For example, if a school had multiple closures in one year, group the closures by fiscal year and nature.

School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
School #1	0123456	2016-17	12/5, 2/10	Flooding	Yes
School #1	0123456	2016-17	4/17-4/18	Power Outage	No
School #1	0123456	2015-16	12/15-12/6	Road Closures	Yes

SECTION C: MATERIAL DECREASE

This section is used to claim attendance for material decreases pursuant to *EC* Section 46392. If the request does not include any credits for a material decrease in attendance, select the “Not

Applicable” box on the top right corner and proceed to Section D.

If the attendance of an LEA or a school is less than or equal to 90 percent of “normal” attendance for a reasonable time during or after an emergency event, the LEA may assume that a case exists for claiming emergency attendance credit for the “material decrease” of attendance. According to *CCR*, Title 5, Section 428, “normal” attendance is the average daily attendance (ADA) for the month of either October or May of the same school year. If the emergency occurred between July and September of the current year, the LEA must wait to submit the request until after October ADA of the current year can be calculated. The October or May ADA is used as a proxy for a normal day of attendance for the emergency day. However, if an emergency occurs in October or May, the LEA may request to use a different month as a proxy for a normal day of attendance for the emergency day.

Pursuant to *EC* Section 46392, the 90 percent threshold may be waived when the Governor has declared a “State of Emergency.” A copy of the Governor’s declaration should be included in the submittal. Any reduction of attendance in a necessary small school (NSS), even if less than 10 percent, may be considered material.

Attendance must be provided at the school site level. Approval of a districtwide material decrease is contingent upon the inclusion of all district sites, and a districtwide percentage of 90 percent or less on each emergency day. For non-districtwide emergencies, each school must meet the 90 percent threshold on each emergency day for approval of attendance credit.

PART I: NATURE OF EMERGENCY

Use this field to describe in detail the nature of the emergency(s) that caused the material decrease in attendance. Provide a detailed explanation for any gap in between emergencies. Request should be accompanied by supporting documents, if applicable.

PART II: MATERIAL DECREASE CALCULATION

The information provided in Parts II and III will be used to determine if the loss of attendance meets the 90 percent threshold for attendance credit approval (except when the governor declares a state of emergency or in the case of a NSS site), and to calculate the estimated attendance credit

Form J-13A Instructions

amount. The fields below correspond to the columns on Form J-13A.

- A. School Name – Enter the school name of each school requesting attendance credit on a separate line. Use the supplemental Excel form at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request and select the “Supplemental Page(s) Attached” box on the top right corner.
- B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at <https://www.cde.ca.gov/schooldirectory/> to locate the school code
- C. “Normal” Attendance – Provide the ADA for the school month of October or May of the same school year.

A school month is 20 days, or four weeks of five days each, including legal holidays but excluding weekend makeup classes (EC Section 37201). The school calendar begins on the first Monday of the week that includes July 1 or the Monday of the first week of school. As a result, school months can be split between September and October; October and November; April and May; May and June. Therefore, the CDE advises LEAs to use the school month that has the most school days in either October or May.

- D. Dates Used for Determining “Normal” Attendance – Enter the date range of the school month used to provide the ADA in Column C.
- E. Date of Emergency – Enter the date of the emergency. **If the emergency lasted for more than one day, use a separate line for each date.**
- F. Actual Attendance – Provide the actual attendance for the school site on the date of emergency listed in Column E.
- G. Qualifier: 90 Percent or Less (F/C) – Calculated field. If the nature of emergency is consistent with EC Section 46392, the school may qualify for an attendance

adjustment when the Actual Attendance (Column F) divided by the “Normal” Attendance (Column C) yields a percentage of 90 percent or less. Exclude any emergency day that yields a percentage of more than 90 percent except when the governor declares a state of emergency or in a case of a NSS site.

- H. Net Increase of Apportionment Days (C-F) – Calculated field. The Actual Attendance (Column F) is subtracted from the “Normal” Attendance (Column C) to determine the Net Increase of Apportionment Days (Column H). When attendance on the date of emergency is greater than the “normal” attendance, this field will yield zero and should be removed from the material decrease calculation table.

If the request is approved, CDE’s approval letter will include the total net increase of apportionment days, which may differ from the amount shown. The LEA will then divide this number by the days in the applicable P-1, P-2, or Annual reporting period to determine the ADA increase.

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS

Continuation education is an hourly program, therefore the attendance must be provided in hours for continuation schools. Three hours equals one apportionment day. The fields below correspond to the columns on Form J-13A.

- A. School Name – Enter the school name of each continuation school requesting attendance credit on a separate line. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than five lines are needed for this request and select the “Supplemental Page(s) Attached” box on the top right corner.
- B. School Code – Enter the seven-digit school code associated with the school listed in Column A. Use the California School Directory at <https://www.cde.ca.gov/schooldirectory/> to locate the school code.

Form J-13A Instructions

- C. "Normal" Attendance Hours – Provide the attendance hours for the continuation school on the same day of the week prior to, or the week following the emergency.

Example: If the emergency day is on a Tuesday, provide the attendance hours on the Tuesday of the week prior to or following the emergency.

- D. Date Used for Determining "Normal" Attendance – Enter the date of the school day used to provide the attendance hours in Column C.

- E. Date of Emergency – Enter the date of the emergency. **If the emergency lasted for more than one day, use a separate line for each date.**

- F. Actual Attendance Hours – Provide the actual attendance hours for the continuation school on the date of emergency.

- G. Qualifier: 90 Percent or Less (F/C) – Calculated field. If the nature of emergency is consistent with EC Section 46392, the school may qualify for an attendance adjustment when the Actual Attendance Hours (Column F) divided by the "Normal" Attendance Hours (Column C) yields a percentage of 90 percent or less. Exclude any emergency day that yields a percentage of more than 90 percent except when the governor declares a state of emergency or in a case of a NSS site.

- H. Net Increase of Hours (C-F) – Calculated field. The Actual Attendance Hours (Column F) is subtracted from the "Normal" Attendance Hours (Column C) to determine the Net Increase of Hours (Column H). When attendance on the date of emergency is greater than the "normal" attendance, this field will yield zero and should be removed from the material decrease calculation table.

If the request is approved, the approval letter will include the total net increase of hours for all continuation schools on the form, which may differ from the amount shown. The LEA will then convert the hours to apportionment days and divide this number by the days in the applicable P-1,

P-2, or Annual reporting period to determine the ADA increase.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

If this request does not include any lost or destroyed attendance records, select the "Not Applicable" box on the top right corner and proceed to Section E.

PART I: PERIOD OF REQUEST

Enter the dates of the records that were lost or destroyed.

PART II: CIRCUMSTANCES

Provide a detailed explanation on the emergency condition(s) and the extent of the lost or destroyed records.

PART III: PROPOSAL

Provide a detailed proposal or estimation in the allotted space.

SECTION E: AFFIDAVIT

A completed affidavit is required before submitting the entire Form J-13A request to CDE.

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS

- Enter the name of the school district, COE, or charter school.
- Enter the names of the all the board members.
- At least a majority of the board members must sign this affidavit.
- The governing board signatures must be witnessed. The witness person must complete the following fields:
 - Witnessed date
 - Name
 - Signature
 - Title
 - County name

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER

Only complete for a charter school request. Once the governing board members and witness fields have been completed, this request will be submitted to the charter school's authorizer for approval. An authorizer for a charter school may be

Form J-13A Instructions

a school district, COE or State Board of Education.

If approved, the superintendent of the charter school's authorizer will complete the following fields:

- Name
- Signature
- Authorizing LEA Name

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

All requests must go to the COE for approval. If approved, the COE will complete Part III of the affidavit. The county superintendent's signature must be witnessed.

- Name of the County Superintendent of Schools (or designee)
- Signature of the County Superintendent of Schools (or designee)
- Witnessed date
- Witness name
- Witness signature
- Witness title
- County name
- Contact person/individual responsible for completing the county affidavit. Include the contact person's name, title, phone number and e-mail address.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/pa/13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Rio Elementary School District	COUNTY CODE: 56	DISTRICT CODE: 72561	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: John Puglisi	FISCAL YEAR: 2019-2020		
ADDRESS: 1800 Solar Drive, 3rd floor	COUNTY NAME: Ventura		
CITY: Oxnard	STATE: CA	ZIP CODE: 93030	

CONTACT NAME: Lynette Kuchta	PHONE: 805-485-3111 x2136	E-MAIL: lkuchta@rioschools.org
--	-------------------------------------	--

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input checked="" type="checkbox"/> SCHOOL DISTRICT	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE)
Choose one of the following:	Choose one of the following:
<input checked="" type="checkbox"/> All district school sites	<input type="checkbox"/> All COE school sites
<input type="checkbox"/> Select district school sites	<input type="checkbox"/> Select COE school sites

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input checked="" type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in EC Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq.
<input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.
<input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in EC Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

CALIFORNIA DEPARTMENT OF EDUCATION
 REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION B: SCHOOL CLOSURE

PART I: NATURE OF EMERGENCY (Describe in detail.)

- Not Applicable (Proceed to Section C)
 Supplemental Page(s) Attached

The Easy Fire began on Thursday, October 30, 2019 near a SCE transmission line in Simi Valley. Due to strong winds towards Oxnard and Ventura, Poor Air Quality conditions and unpredictable weather patterns were projected by the Ventura County Public Health Department for 10/31/19. The Governor did declare a statewide emergency due to the dangerous weather conditions, for 10/31/19.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/f13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
Rio Lindo	6055503	Traditional	180	0	0	10/31/19	1	1
Rio Plaza	6055511	Traditional	180	0	0	10/31/19	1	1
Rio Real	6055529	Traditional	180	0	0	10/31/19	1	1
Rio Vista	0113977	Traditional	180	0	0	10/31/19	1	1
Rio Del Valle	6055495	Traditional	180	0	0	10/31/19	1	1
Rio Del Mar	0112631	Traditional	180	0	0	10/31/19	1	1
Rio Del Norte	6119242	Traditional	180	0	0	10/31/19	1	1
Rio Del Sol	0137018	Traditional	180	0	0	10/31/19	1	1
Rio Rosales	6118061	Traditional	180	0	0	10/31/19	1	1

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Year/No.
Rio Lindo	6055503	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No
Rio Plaza	6055511	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No
Rio Real	6055529	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No
Rio Vista	0113977	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No
Rio Del Valle	6055495	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No
Rio Del Mar	0112631	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No
Rio Del Norte	0112631	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No
Rio Del Sol	0137018	18/19	11/9/18	Hill/Woolsey wildfire 2018	No
Rio Rosales	6118061	17/8, 18/9	Dec 5-8, 13-15, 18-21 2017; and 11/9/18	Thomas Wildfires-2017; Hill/Woolsey wildfire 2018	No

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

Not Applicable (Proceed to Section E)

Empty rectangular box for describing circumstances and extent of records lost or destroyed.

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

Empty rectangular box for describing the proposal to reconstruct attendance records or estimate attendance in the absence of records.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request. We, members constituting a majority of the governing board of Rio Elementary School Board, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

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

Board Members Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this June day of June, 2020

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): John Puglisi, Ph.D. Authorizing LEA Name: Rio Elementary School District
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): John Puglisi, Ph.D.
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this June day of June, 2020

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

11.8



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.8 Approval of the Education Protection Account Spending (EPA) Plan for 2020/2021
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Education Protection Account Spending Plan for 2020/2021 be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

Voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016. Proposition 30 added Article XII, Section 36 to the California Constitution effective November 7, 2012 and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016. The provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

Before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year.

Although local school districts have latitude to determine how the EPA funds are spent, the creation of the EPA includes an accountability component that includes the following:

- The EPA spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for administrative costs, including salaries or benefits for administrators
- Annually, the local school district must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Rio School District plans to spend all the EPA funding for 2020/2021 on salaries and benefits for classroom teachers.

[EPA Attachment.pdf \(80 KB\)](#)

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.

July 1 Budget
2020-21 Adopted Budget
Education Protection Account Revenue and Expenditure Report

Description	Object Codes	2020-21 Budget
Revenue		
LCFF Sources	8010-8099	6,292,486
Expenditures		
Certificated Salaries	1000-1999	4,281,032
Classified Salaries	2000-2999	-
Employee Benefits	3000-3999	2,011,454
Total Expenditures		6,292,486
Balance		-
Indirect Costs		-

Fnd-Objt-Rsrc-Y-Goal-Func-Loc-Mgt-Optl-B	Model Amount
010-1101-1400-0-1110-1000-005-000-0000-1	1,946,735.00
010-1101-1400-0-1110-1000-014-000-0000-1	2,004,185.00
010-3101-1400-0-1110-1000-005-000-0000-1	208,885.00
010-3101-1400-0-1110-1000-014-000-0000-1	218,055.00
010-3201-1400-0-1110-1000-005-000-0000-1	0
010-3201-1400-0-1110-1000-014-000-0000-1	0
010-3301-1400-0-1110-1000-005-000-0000-1	26,747.00
010-3301-1400-0-1110-1000-014-000-0000-1	29,417.00
010-3401-1400-0-1110-1000-005-000-0000-1	425,618.00
010-3401-1400-0-1110-1000-014-000-0000-1	445,320.00
010-3501-1400-0-1110-1000-005-000-0000-1	971
010-3501-1400-0-1110-1000-014-000-0000-1	1,014.00
010-3601-1400-0-1110-1000-005-000-0000-1	56,845.00
010-3601-1400-0-1110-1000-014-000-0000-1	59,340.00
010-3701-1400-0-1110-1000-005-000-0000-1	66,189.00
010-3701-1400-0-1110-1000-014-000-0000-1	63,503.00
010-3801-1400-0-1110-1000-005-000-0000-1	0
010-3801-1400-0-1110-1000-014-000-0000-1	0
010-3901-1400-0-1110-1000-005-000-0000-1	0
010-3901-1400-0-1110-1000-014-000-0000-1	0
010-4300-1400-0-1110-1000-000-000-0000-0	0
010-8012-1400-0-0000-0000-000-000-0000-0	5,552,824.00
010-8019-1400-0-0000-0000-000-000-0000-0	0
010-9790-1400-0- - - - -	0
010-9791-1400-0- - - - -	0

11.9



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.9 Contract for Social Emotional Services Specialist
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	172,800.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of contract for social emotional services specialist

Public Content

Speaker: Rebecca Rocha

Rationale:

Due to the social emotional needs of students in the district and in order to meet those needs as determined by students' individualized education plans, the Pupil Personnel Services Department has found it necessary to contract with the Ventura County SELPA for the services for 1 FTE position for social emotional support services during the 2020-2021 school year.

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

[20_21 SESS agreement.pdf \(409 KB\)](#)

Administrative Content

Executive Content

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

Ventura County SELPA
AGREEMENT
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST
2020-2021

This will serve as an agreement with Rio School District to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours per week: 40 hours per week

Cost per hour: \$90.00 per hour

Formula: (40 hrs/wk x \$90/hr) = \$ 3,600.00 x 48 weeks = \$ 172,800.00

This is an eleven-month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a quarterly statement noting amount spent. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from September 1, 2020 through July 31, 2021.

District Administrator _____

Title _____ Date _____

SELPA Director *Janka Ricklefs* Date May 22, 2020

11.10



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.10 Contract for Occupational Therapy Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	326,400.00
Budgeted	Yes
Budget Source	Special Education funds
Recommended Action	Staff recommends board approval of contract for occupational therapy services

Public Content

Speaker: Rebecca Rocha

Rationale:

Due to a shortage in qualified Occupational Therapists applying directly to the district for positions and in order to meet the needs determined by students' individualized education plans, the Pupil Personnel Services Department has found it necessary to contract with the Ventura County SELPA for the services for two Occupational Therapist positions during the 2020-2021 school year.

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

[20-21 Rio OT Agreement.pdf \(233 KB\)](#)

Administrative Content

Executive Content

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

VENTURA COUNTY SELPA
AGREEMENT
FOR OCCUPATIONAL THERAPY SERVICES
2020-2021

This will serve as evidence of Rio School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

Occupational Therapy (Includes services by Occupational Therapist (OT) -or- Certified Occupational Therapy Assistant (COTA)

Hours/Days per week: _____ 80 Hours per week _____

Cost per hour: \$85.00 -OTR; \$75.00 -COTA

\$85 x 80Hrs/Wk = \$6,800.00 x 48weeks = \$326,400.00

This is an eleven-month program, from September 1st-July 31st each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1st to June 30th only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for all **regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from September 1, 2020 thru July 31, 2021.

District Administrator _____

Title _____ Date _____

SELPA Director *Joanna V. Della Gatta* Date 5/26/20

11.11



Agenda Item Details

Meeting Jun 10, 2020 - RSD Regular Board Meeting

Category 11. Consent

Subject 11.11 Notice of Award for Civic Construction Associates for the new staff parking lot at Rio Lindo Elementary School

Access Public

Type Discussion

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On May 27, 2020 the Rio School District received bid responses for Bid #20-05L New Staff Parking Lot at Rio Lindo Elementary School. The awards were as follows:

<u>Contractor</u>	<u>Total Base Bid</u>
- Civic Construction Associates	\$335,000.00
- Staples Construction	\$540,000.00
- Hughes General Engineering	\$650,000.00

Pursuant to Instructions to Bidders Article 31, the District intends to award the subject bid to the lowest responsive and responsible bidder, Civic Construction Associates, for the Total Base Bid.

[Notice of Award to Civic Construction 5 29 2020-.pdf \(280 KB\)](#)

[Civic Construction Bid05302020202827.pdf \(1,429 KB\)](#)

Administrative Content

Executive Content



1800 Solar 3rd Floor, Oxnard, CA 93030 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

May 29, 2020

Via E-Mail: ccatrail@yahoo.com

Civic Construction Associates
Dr. Timothy Hall (President)
79 Daily Dr. #171
Camarillo, CA 93010

SUBJECT: Project #20-05L New Staff Parking Lot at Rio Lindo Elementary School.

Dear Bidder:

On May 27, 2020, the Rio School District ("District") received bid responses for Bid #20-05L New Staff Parking Lot at Rio Lindo Elementary School, Oxnard, CA as indicated below:

<u>Contractor</u>	<u>Total Base Bid</u>
Civic Construction Assoc.	\$ 335,000.00
Staples Construction	\$ 540,000.00
Hughes General Engineering	\$ 650,000.00

Pursuant to Instructions to Bidders Article 31, the District intends to award the subject bid to the lowest responsive and responsible bidder, Civic Construction Assoc., for the Total Base Bid. At its June 10, 2020 Board Meeting, the Board of Trustees for the Rio School District is authorizing the approval of bid for the above-mentioned project.

Pursuant to Instruction to Bidders Article 34, any bidder submitting a Bid to the District may file a protest of the District's intent to award the Contract to this office not more than three (3) calendar days following the date of issuance of the District Notice of Intent to Award the Contract.

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

Sincerely,

Wael Saleh
Assistant Superintendent of Business Services

Cc: Keith Henderson, Balfour Beatty Construction
Jesus Muguerza Ibarra, Balfour Beatty Construction

SECTION 00210

BID FORM

TO: RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 1800 Solar Dr. 3rd Floor, Oxnard, CA 93030.

FROM: Civic Construction Associates
(Name of Bidder as listed on License)
79 Daily Dr. #171
(Address)
Camarillo, CA 98010
(City, State, Zip Code)
805-551-5211
(Telephone) (FAX)
Dr. Timothy Hall CEO/President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: **New Staff Parking Lot at Rio Lindo Elementary School RSD Project #20-05L** in accordance with the Contract Documents for the sum of.

"Total" Base Bid: New Staff Parking Lot at Rio Lindo Elementary School RSD Project #20-05L

THREE HUNDRED THIRTY FIVE THOUSAND Dollars (\$ 335,000)
(Amount in Words) (In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

1.2 Alternate Bid Items Proposal. Bidders must provide a proposal price for each additive

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

or deductive alternate bid item set forth herein; failure to do so will result in rejection of the bid proposal for non-responsiveness. After the public opening and reading of the bids, the District will in its sole and exclusive discretion select all, some or none of the additive or deductive alternate bid items for inclusion in the Contract awarded hereunder. The foregoing notwithstanding, if the District elects to include some, but not all of the alternate bid items in the Contract to be awarded hereunder, the selection of such alternate bid items will be by priority, as follows:

Alternates are listed from the highest to lowest priority based on their numerical orders

Add/Alternate Bid No. 1

NONE Dollars (\$ _____)
(Amount in Words) (In Numbers)

1.3 Acknowledgment of Bid Addenda. In submitting this bid, the undersigned bidder acknowledges receipt of all bid addenda issued by or on behalf of the District, as set forth below. The bidder confirms that this bid incorporates and is inclusive of, all items or other matters contained in bid addenda.

Addenda No. 1, dated 22 May 2020 through No. _____, dated _____, received, acknowledged and incorporated into this bid.

1.4 Alternate Bid Items. The bidder's price proposal(s) for alternate bid items is/are set forth in the form of alternate bid item proposal included herewith. The bidder acknowledges that, in accordance with the Instruction for Bidders, the Contract for the Work may be awarded in the District's sole discretion with or without some, all or none of the alternate bid items being incorporated into the scope of the Contract awarded. The bidder further acknowledges that the District's selection of alternate bid items, if any, for inclusion in the Contract awarded will be in accordance with the Instructions for Bidders.

2. Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following:

- 00210 Bid Form
- 00215 Designation of Subcontractors
- 00218 Contractors Registration Certification (DIR)
- 00220 Non-Collusion Affidavit
- 00222 Certification of Prevailing Wage
- 00230 Contractor's Statement of Experience
- 00240 Acknowledgment of Bidding Practices Regarding Indemnity
- 00300 Bid Bond

The bidder acknowledges that if this bid is not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the

foregoing documents, the bid may be rejected as non-responsive.

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents, (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.
5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number 994455
Class A Expiration date 7/31/2020 Class _____ Expiration date _____
Class C-27 Expiration date 7/31/2020 Class _____ Expiration date _____

By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100 *et seq.*) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if the bidder specifies more than one Subcontractor for the same portion of Work to be

performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

(In addition, refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractors list of the contract documents.)

8. **Confirmation of Figures.** By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.
9. **Acknowledgment and Confirmation.** The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)


Signature of Bidder's Authorized Representative

Dr. Timothy Hall
Typed or Printed Name

CEO/President
Title

ccostrall@yahoo.com
E-mail Address of Bidder's Authorized Representative

PW-LR-1000411013
Department of Industrial Relations Registration Number

May 16, 2020
Date

11.12



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.12 Ratification of Approval of Notice of Award for Grocery Bid to Sysco.
Access	Public
Type	Action
Recommended Action	It is recommended that the Board approve the Notice of Award to Sysco for the Grocery Bid.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Award of Bid No. 20-CNS-002 Food and Grocery Products:

At its regularly scheduled meeting on May 20, 2020, the Rio School District Board of Trustees ("Board") considered item 9.9, Award of Bid No. 20-CNS-002 Food and Grocery Products. The background documents noted that bids were received from two vendors and evaluated on several criteria including price, experience and references, USDA food management, key personnel and dispute history. The following bid recapitulation was provided.

Evaluation Factor	Points Available	Sysco Ventura Inc.	GoldStar
Total adjusted price for all bid items		\$4713.41	\$4967.19
Price	50	50	25
Experience & References	20	15	10
USDA Food Management	20	15	15
Key Personnel	5	5	5
Dispute History	5	5	5
Total Points	100	90	60

The Board awarded the contract for 20-CNS-002 Food and Grocery Products to Sysco Ventura, Inc., as the vendor with the highest evaluation score, with the contract commencing June 1, 2020 and continuing through the 2020-2021 fiscal year.

Subsequently, the Director of Child Nutrition discovered an inadvertent error in the point award calculation. Specifically, the above calculation was based upon the points distribution in a draft version of the RFB. The points were recalculated based upon the points distribution in the final version of the RFB. The actual bid summary, based upon the points distribution in the final RFB, is as follows.

Evaluation Factor	Points Available	Sysco Ventura Inc.	GoldStar
Total adjusted price for all bid items		\$4713.41	\$4967.19
Price	30	30	15
Experience & References	25	23	15
USDA Food Management	25	22	22
Key Personnel	10	10	7
Dispute History	10	10	10

Total Points	100	95	69
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In sum, Sysco Ventura, Inc. was correctly determined to be the successful bidder and the Board's contract award to Sysco Ventura, Inc. is valid. It is recommended that the Board ratify the bid award to Sysco Ventura, Inc. with the above-referenced clarification of the record.

Administrative Content

Executive Content

11.13



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.13 Approval of Resolution No. 1920/52 for the Completion of the Running Trail and Playground Improvements at Rio Real Elementary School by Hughes Engineering
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approves the Resolution for the Notice of Completion of the Running Trail and Playground Improvements by Hughes General Engineering.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Project #20-01L for the Running Trail and Playground Improvements at Rio Real Elementary School has been completed. All contract installation requirements have been satisfied by Hughes General Engineering, Inc. and a Notice of Completion should be filed.

[NOC Recommendation Final for Hughes.pdf \(23 KB\)](#)

[Hughes General Engineering NOC.pdf \(101 KB\)](#)

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, 3rd Floor
Oxnard, CA 93030
Attn: Dr. Puglisi

May 29, 2020

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-01L Running Trail & Playground Improvements at Rio Real Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion For Hughes General Engineering, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-01L Running Trail & Playground Improvements at Rio Real Elementary School. All contract installation requirements have been satisfied by Hughes General Engineering, Inc. for Bid #20-01L. The final contract amount is as follows;

Hughes General Engineering, Inc. Base Agreement	\$ 179,500.00
Hughes General Engineering, Inc. Total Change Order Amount	\$ 7,125.98
FINAL Cost	\$ 186,625.98

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Muguerza Ibarra, Balfour Beatty

RIO SCHOOL DISTRICT
RESOLUTION NO. 19/20-52

**NOTICE OF COMPLETION OF RUNNING TRAIL AND PLAYGROUND
IMPROVEMENTS AT RIO REAL ELEMENTARY BY HUGHES GENERAL ENGINEERING, INC.**

WHEREAS, pursuant to RSD Project No. 20-01L, the Rio School District (“District”) contracted with Hughes General Engineering, Inc. for the Running Trail and Playground Improvements at Rio Real Elementary School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 20-01L; and

WHEREAS, on May 29, 2020, the project construction manager confirmed that the work for Project No. 20-01L has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined that a Notice of Completion can be filed, attached hereto as Exhibit A and incorporated herein by reference; **NOW, THEREFORE**, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-01L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 10th day of June, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Armas, President of the Board of
Trustees

11.14



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.14 Approval of Resolution No. 1920/55 for the Completion of the upper and lower roofs at Rio Lindo by Channel Islands Roofing
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approves the Resolution for the Notice of Completion of the by Channel Islands Roofing

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Project #20-04L for the upper and lower roof replacement on Building A MPR at Rio Lindo has been completed. All contract installation requirements have been satisfied by Channel Islands Roofing and a Notice of Completion should be filed.

[20-04L Channel Islands Board Notice of Completion Recommendation 6 1 2020 .pdf \(28 KB\)](#)

[Resolution for Channel Islands NOC.pdf \(101 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93030
Attn: Dr. Puglisi

June 01, 2020

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

Re: Project #20-04L Upper & Lower Roof Replacement on Building A MPR
Recommendation to Request Board approval for issuance of Notice of Completion
For Channel Islands Roofing, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-04L Upper & Lower Roof Replacement on Building A MPR at Rio Lindo. All contract installation requirements have been satisfied by Channel Islands Roofing, Inc. for Bid #20-04L. The final contract amount is as follows;

Channel Islands Roofing, Inc. Base Agreement	\$ 177,458.00
Channel Islands Roofing, Inc. Total Change Order Amount	\$ 2,235.00
FINAL Cost	\$ 179,693.00

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Muguerza Ibarra, Balfour Beatty

RIO SCHOOL DISTRICT

RESOLUTION NO. 19/20-55

NOTICE OF COMPLETION OF UPPER AND LOWER ROOF REPLACEMENT

ON BUILDING A MPR AT RIO LINDO

WHEREAS, pursuant to RSD Project No. 20-04L, the Rio School District ("District") contracted with Channel Islands Roofing for the upper and lower roof replacement on Building A MPR at Rio Lindo; and

WHEREAS, Contractor subsequently commenced the work on Project No. 20-04L; and

WHEREAS, on June 1, 2020, the project construction manager confirmed that the work for Project No. 20-04L has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined that a Notice of Completion can be filed, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-04L.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 10th day of June, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Armas, President of the Board of Trustees

11.15



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.15 Approval of Resolution No. 1920/53 for the Completion of the Kitchen Hood at Rio Plaza by Reed Mechanical, Inc.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approves the Resolution for the Notice of Completion of the Kitchen Hood at Rio Plaza by Reed Mechanical, Inc.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for work related to RSD Project #20-03L, at Rio Plaza Elementary for the Kitchen Hood Replacement. The Project Manager has confirmed that all contract installation requirements have been satisfied by Reed Mechanical Systems, Inc. and the project can be closed.

[Reed NOC 6-10-20.pdf \(24 KB\)](#)

[Resolution for NOC for Reed Mechanical \(1\).pdf \(106 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93030
Attn: Dr. Puglisi

May 28, 2020

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-03L Rio Plaza Elementary Kitchen Hood Replacement
Recommendation to Request Board approval for issuance of Notice of Completion
For Reed Mechanical Systems, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-03L Rio Plaza Elementary Kitchen Hood Replacement. All contract installation requirements have been satisfied by Reed Mechanical Systems, Inc. for Bid #20-03L. The final contract amount is as follows;

Reed Mechanical Systems, Inc. Base Agreement	\$ 118,000.00
Reed Mechanical Systems, Inc. Total Change Order Amount	\$ 4,555.00
FINAL Cost	\$ 122,555.00

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Mugerza Ibarra, Balfour Beatty

RIO SCHOOL DISTRICT
RESOLUTION NO. 19/20-53
NOTICE OF COMPLETION OF PROJECT #20-03L RIO PLAZA ELEMENTARY
KITCHEN HOOD REPLACEMENT BY REED MECHANICAL, INC.

WHEREAS, pursuant to RSD Project No.20-03L, the Rio School District (“District”) contracted with Reed Mechanical, Inc. to replace the kitchen hood at Rio Plaza Elementary; and

WHEREAS, Contractor subsequently commenced the work on Project No.20-03L; and

WHEREAS, on May 28, 2020, the project construction manager confirmed that the work for Project No. 20-03L has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No20-03L.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 10th day of June, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Armas, President of the Board of
Trustees

11.16

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.16 Permission to go out to bid for Asphalt Work at Rio Del Sol
Access	Public
Type	Action (Consent)
Recommended Action	It is requested that the Board approve the request to bid for asphalt work at Rio Del Sol.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
There is a storage area at Rio Del Sol that is in need of asphalt so items are not damaged. Balfour Beatty would like to advertise the bid for this work.

Administrative Content**Executive Content**

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11.17

**Agenda Item Details**

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.17 Permission to go out to bid for a Kiln enclosure at Rio Del Sol
Access	Public
Type	Action (Consent)
Recommended Action	It is requested that the Board approve the request to bid for a Kiln enclosure at Rio Del Sol.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The kiln enclosure would be a new structure added to the project to place and house the kiln at Rio Del Sol. It will consist of adding a new concrete pad, CMU walls, door, roof with an exhaust, electric and gas. This will be an outdoor enclosure.

Administrative Content**Executive Content**

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11.18



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.18 Request for Approval of Change Order #1 from Reed Mechanical
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	4,555.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Board approve the Change Order from Reed Mechanical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This Change Order is for additional joists and framing to the Secondary Framing System above the Kitchen Ceiling at Rio Plaza Elementary School. Existing joists had substantial portions cut out which altered the structural integrity of the existing joists.

[20-03L COR#1 Final for Reed for Board App 5 28 2020 \(1\).pdf \(152 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar, 3rd floor
Oxnard, CA 93030

May 28, 2020

Attn: Dr. Puglisi

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

Re: Project 20-03L Rio Plaza Elementary Kitchen Hood Replacement
Reed Mechanical Systems, Inc.
Recommendation to Approve CO #1 to Reed Mechanical

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO#1 to Reed Mechanical Systems, Inc. for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Reed	Add additional Joists & Framing to Secondary Framing System above Kitchen Ceiling	Added ceiling joists to existing ones at secondary ceiling framing where existing joists had substantial portions cut out by someone. This impacted the structural integrity of these existing joists. In addition extra framing head out work was needed to create a clear opening for structural bracing of the kitchen hood from an unforeseen obstruction	\$4,555 00

Total CO #1	\$4,555 00
Previous Approved CO's	\$
Original Contract	\$ 118,000 00
Revised Contract	<u>\$ 122,555.00</u>

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

Respectfully,


Keith Henderson
Senior Project Manager, Balfour Beatty

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

**Rio School District
1800 Solar, 3rd Floor
Oxnard, Ca 93030**

**CO 1
05-28-2020**

PROJECT NO: RSD 20-03L

CO NO: 1

PROJECT NAME: RIO PLAZA ELEMENTARY KITCHEN HOOD REPLACEMENT

CONTRACTOR: Reed Mechanical Systems, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 118,000.00
Previous Approved Change Orders	\$ 0
This Change Order	\$ 4,555.00
Adjusted Contract Amount	\$ 122,555.00

TIME:

Original Contract Completion Date	June 10, 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	June 10, 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: Reed Mechanical Systems, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ Architects

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 5/28/2020

PCO to Contract
Rio Bid RSD #20-03L

Rio School District
 Project No RSD 20-03L
 Rio Plaza Elementary Kitchen Hood Replacement

CO #1
 5/28/2020

Original Contract \$ 118,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Reed	Add additional Joists & Framing to Secondary Framing System above Kitchen Ceiling	Added ceiling joists to existing ones at secondary ceiling framing where existing joists had substantial portions cut out by someone. This impacted the structural integrity of these existing joists. In addition, extra framing head out work was needed to create a clear opening for structural bracing of the kitchen hood from an unforeseen obstruction	\$4,555.00

Total CO #1	\$4,555.00
Previous Approved CO's	\$ -
Original Contract	\$ 118,000.00
Revised Contract	\$ 122,555.00



REQUEST FOR CHANGE ORDER

01

To: Rio School District
2500 Vineyard
Oxnard, CA 93030
Project: 1474 - Rio Plaza School

RFC No: 01
Date: 5/4/2020
Description: Sister Damaged Joists T&M

1) installation of 3-2"x8"x 18' long secondary ceiling joists tied to or sistered up to and attached to the 3 existing secondary ceiling joists that had a section removed for the installation of the kitchen hood fan years ago

2) Create large headout at secondary ceiling framing for required clearance of Hood seismic bracing

Sub - David Atkin Const. \$4,027.00
12% Markup \$483.00
1% Bond \$45

Total Contract Change \$4555.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$4,555.00 will be added to the contract price.

Original Contract	\$118,000.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$118,000.00
This Request	\$4,555.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$122,555.00

Authorized Signature: _____ Date: _____
Reed Mechanical Systems, Inc



REQUEST FOR CHANGE ORDER

01

To: Rio School District
2500 Vineyard
Oxnard, CA 93030
Project: 1474 - Rio Plaza School

Authorized Signature: _____ Date: _____
Rio School District



David Atkin Construction Inc.

Contractor's License Number #506351

www.atkininc.com

DIR Registration Number 1000018710

5/12/2020

Reed Mechanical Systems

RE: Rio Plaza School Extra work

In the attic we have a extra framed ceiling that was not on the plans. This extra work consists of dealing with this extra ceiling.

Repairs to existing joists with large notches cut into them by sistering new joists along side of existing.

Reframing to accommodate hood vents, and lateral bracing.

Added framing requested by structural engineer.

Labor:

5/4/20 - 5 hours Sistering notched joists
5/5/20- 2 hours additional framing to accommodate the ducting
5/6/20 - 14 hours frame large head out for bracing
5/8/20 - 4 hours finish up large head out framing
5/11/20 - 8 hours add framing per structural engineer's request.

Total Hours 33 @ \$95.00 \$3,135.00

Material:

3 - 18' 2x10 \$60.00
8 - 18' and 20' 2x8 \$146.54
2 - 8' 4x8 \$40.13
Simpson Hardware \$120.00

Sub Total \$3,501.67

Overhead and profit \$525.25

Total \$4,026.92



EXTRA WORK AUTHORIZATION

RMS JOB NO.: 1474

DATE: 5-4-20

PROJECT: Rio Plaza School

M T W T F S S
 (CIRCLE DAY OF WEEK)

GC REFERENCE: Josh McMoran

FOREMAN: Josh McMoran

EMPLOYEE

HOURS WORKED

TASK/AREA

	HOURS WORKED				TASK/AREA
	ST	OT	DT	PT	
Foy Kames					
David Atkins	5	TOTAL			Repair existing notched wall tie joists in attic
Kevin Atkins	2	perh			extra framing
Kevin Atkins	14	TOTAL			extra framing
David L. Kates	2	perh			Detail extra framing
David L. Kates	4	perh			

MATERIALS

3 - 18' x 2" x 10" Lumber
 3 - 18' 2x8
 2 - 8' 4x8
 Simpson hardware
 5 - 2x8 - 20'

AUTHORIZED BY: _____ PRINT NAME: _____

SIGN: X

11.19



Agenda Item Details

Meeting	Jun 10, 2020 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.19 Request for Approval of Change Order from Channel Islands Roofing for additional work
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,235.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Change Order from Channel Islands Roofing be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for the labor and materials for the following additional services:

- Replace dry-rotted plywood sheathing to match existing size found after roof removal.
- Install 50;' of seamless gutter and one downspout.
- Upon completion excessive debris from roof replacement shall be removed.

[20-04L COR#1 for Board Approval Channel Islands 6 1 2020.pdf \(91 KB\)](#)

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, 3rd floor
Oxnard, CA 93030

June 01, 2020

Attn: Dr. Puglisi

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

Re: Project 20-04L Upper & Lower Roof Replacement on Building A MPR
Channel Islands Roofing, Inc.
Recommendation to Approve CO #1 to Channel Islands Roofing

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO#1 to Channel Islands Roofing, Inc. for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No	Description	Reason	Cost/Credit
1	Channel Islands	Dry Rot Wood Repair and Gutter Installation	Upon removal of the old roof system, areas of the wood sheathing under old roof had water damage from leaks. Removed and replaced dry rot sheathing. Add gutter section over main entry to divert roof water run off from pouring on persons entering front office.	\$2,235.00

Total CO #1	\$2,235.00
Previous Approved CO s	\$ -
Original Contract	\$ 177,458.00
Revised Contract	<u>\$ 179,693.00</u>

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

Respectfully


Keith Henderson
Senior Project Manager, Balfour Beatty

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

**Rio School District
1800 Solar, 3rd Floor
Oxnard, Ca 93030**

**CO 1
06-01-2020**

PROJECT NO: RSD 20-04L

CO NO: 1

PROJECT NAME: UPPER & LOWER ROOF REPLACEMENT AT RIO LINDO

CONTRACTOR: Channel Islands Roofing Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 177,458.00
Previous Approved Change Orders	\$ 0
This Change Order	\$ 2,235.00
Adjusted Contract Amount	\$ 179,693.00

TIME:

Original Contract Completion Date	June 10, 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	June 10, 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; KBZ Architects

District PM/CM; Balfour Beatty Construction

By N/A

By 

Date N/A

Date 6/01/2020

PCO to Contract
Rio Bid RSD #20-04L

Rio School District
 Project No RSD 20-04L
 Upper & Lower Roof Rplmt on Building A MPR

CO #1
 6/1/2020

Original Contract \$ 177,458.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Channel Islands	Dry Rot Wood Repair and Gutter Installation	Upon removal of the old roof system, areas of the wood sheathing under old roof had water damage from leaks. Removed and replaced dry rot sheathing. Add gutter section over main entry to divert roof water run off from pouring on persons entering front office.	\$2,235.00

Total CO #1	\$2,235.00
Previous Approved CO's	\$ -
Original Contract	\$ 177,458.00
Revised Contract	<u>\$ 179,693.00</u>

June 1, 2020

Channel Islands Roofing Inc.

Rio School District
1800 Solar Drive
Oxnard CA, 93030
805-485-3111

Employee Owned
4155 N. Southbank Rd.
Oxnard, CA 93038
(805) 485-1622
(805) 485-8834 FAX

ATTN: Keith Henderson
RE: Rio Lindo School

CHANGE ORDER

WE PROPOSE to furnish all labor and materials to perform roof work at the location referenced above in the following manner:

1. Replace dry-rotted plywood sheathing to match existing size found after roof removal.
2. Install 50' of seamless gutter and one downspout.
3. Upon completion excessive debris from our work shall be removed.

COST: \$2,235.00

Submitted By: 
Richard Farrell, President Date 6-1-20

Accepted By: _____
Date

