

9.18

**Agenda Item Details**

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.18 Approval of Application for Categorical Programs Funding
Access	Public
Type	Action (Consent)
Budget Source	Title I - Title IV
Recommended Action	Staff recommends board approval of application for categorical programs funding.

Public Content

Speaker: Oscar Hernandez

Rationale:

The application for funding declares that the LEA, authorized by the local governing board, is applying for specified categorical aid funds. In order to receive Title I, Title II, Title III (English Learner), Title III Immigrant and Title IV apportionment for the 2020-2021 school year.

[application for funding \(1\).pdf \(546 KB\)](#)

Administrative Content**Executive Content**

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Armando Vargas
DELAC review date	08/13/2020
Meeting minutes web address <small>Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.</small>	
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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9.19



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.19 Ratification of First Amendment to the City of Oxnard's Sewer Agreement with Rio School District
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve the Ratification of the first amendment to the City of Oxnard's Sewer Agreement with Rio School District.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On April 1, 2020, Rio School District entered into an agreement for sewer service with the City of Oxnard. Rio School District had legal counsel review the amendment and found it to meet guidelines. The amendment was signed and returned to the City of Oxnard on July 30, 2020.

[First Amendment for sewer service.pdf \(1,123 KB\)](#)

Administrative Content

Executive Content

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FIRST AMENDMENT TO AGREEMENT FOR SEWER SERVICE

This First Amendment ("First Amendment") to the agreement for sewer service ("Agreement"), pertaining to the real property located at 3100 Rose Avenue, Oxnard, CA 93036, and operated as the Rio del Valle Middle School, is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and the Rio Elementary School District ("Owner"). This First Amendment amends the Agreement entered into on April 1, 2000, by City and Owner.

City and Owner agree as follows:

1. The title, "RECITALS," will be placed between the opening paragraph and the first recital ("WHEREAS"), on page 1 of the Agreement.

2. The fifth recital is hereby deleted and replaced by:

"WHEREAS, 14 CCR section 15301(b) of the State Guidelines for implementing the California Environmental Quality Act ("CEQA"), amended and effective on December 28, 2018, exempts from compliance with CEQA projects consisting of the operation and minor alteration of existing public structures, involving negligible or no expansion of existing or former use. Examples include existing facilities of both investor and publicly-owned utilities used to provide sewerage or other public utility services. This exemption applies to the actions contemplated by this Agreement; and"

3. The title, "Wastewater Superintendent," is hereby replaced by the title, "Wastewater Division Manager," or "Manager," throughout the entire Agreement, except as otherwise indicated.

4. Clauses "a." and "b." in Section 4 (Term) of the Agreement are amended as follows:

- a. The date, "April 1, 2000," is hereby replaced by the date, "April 1, 2030."
- b. The term, "20 years," is hereby replaced by the term, "10 years;" and the word, "commencement," is hereby replaced by the words, "First Amendment."

5. In Section 7 (Method of Payment), "a." "City of Oxnard Ordinance No. 2577," is hereby replaced by, "City of Oxnard Ordinance No. 2917," throughout the section. In "c.", the date "April 1, 2000," is hereby changed to "April 1, 2020," and also in "c.", the following sentence is added: "Owner is current on all payments as of the execution of this Agreement."

6. In Section 11 (Insurance), "Labor Code section 3700(b)" is hereby replaced by, "Labor Code section 3700(c)."

7. Section 12 (Indemnification) is hereby deleted in its entirety and replaced by the following:

12. Indemnification

- a. Owner agrees to indemnify, defend and hold harmless City, its City Council and each member thereof, and its officers, employees, and agents, from and against all liability, claims, demands, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, losses and expenses, and consequential damages, including but not limited to all costs and expenses of litigation or arbitration, including fees and charges of attorneys and court and arbitration costs, that result or are claimed to have resulted from the discharge of wastewater containing hazardous substances into City's sewer system by Owner or any other person or entity using Owner's wastewater facilities or the property. For purposes of this Agreement, hazardous substances are defined as those substances specified in federal or California statutes and regulations to be injurious to health and as those substances specified in statutes and regulations administered by the California Water Quality Control Board in the issuance of enforcement of NPDES permits.
- b. Owner understands and acknowledges that the above indemnification provision extends to claims against City which arise out of, are related to, or are based upon, the actual, alleged or threatened discharge, dispersal, release, saturation or escape of pollutants into City's sewer system by Owner or any other person or entity using Owner's wastewater facilities or the property, and any directive to City to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said pollutants, such as any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids or alkalis, chemicals and waste.
- c. City agrees to indemnify, defend and hold harmless Owner and its Board, and each member thereof, and its officers, employees and agents, from and against all claims, damages, losses and expenses, direct and indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from City's sole negligence or willful misconduct in City's performance under this Agreement.

8. In Section 19 (Notices), Clauses "a." and "b." are hereby deleted and replaced by the following:

- a. "Any notices to Owner may be delivered personally, by email or by mail, addressed to Rio Elementary School District, Director of Facilities, 1800 Solar Drive, Oxnard, CA 93036.

Attention: Mr. Charlie Fichtner, Director of Facilities,

[Redacted]

b. "Any notices to City may be delivered personally, by email or mail, addressed to City of Oxnard, Wastewater Programs, 6001 South Perkins Road, Oxnard, CA 93033.

Attention: Mr. Jan Hauser, Wastewater Division Manager,

[Redacted]

10. In Section 26 (Authority to Execute), the title, "Superintendent," is hereby replaced by, "Purchasing Manager,"; and, the pronoun, "he," is hereby replaced by, "this individual."

11. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first written above.

CITY OF OXNARD

RIO ELEMENTARY SCHOOL DISTRICT

7/30/21, 11

_____ Date
 Tim Flynn, Mayor¹
 _____ Date
 Alexander Nguyen, City Manager
 _____ Date
 Daniel Willhite, Purchasing Manager
 _____ Date
 _____ Date
 _____, Buyer

_____ Date
 Wael Saleh, CPA, MBA
 Assistant Superintendent
 of Business Services

ATTEST:

NA
 _____ Date
 Michelle Ascencion, City
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

_____ Date
 Stephen M. Fischer, City
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

9.20



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.20 Ratification of agreement with School Services of California for consulting services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,840.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the ratification of the contract between RSD and School Services of California for consulting services.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The contract between School Services of California and Rio School District commenced August 1, 2020 and will end on July 31, 2020. The consulting services consist of issues related to school finance including the delivery of an electronic Fiscal Report on policies and local Impact, as well as an Analysis of the Governor's Proposals for the State Budget and K-12 Education.

School Services of California Contract08082020214436.pdf (997 KB)

Administrative Content

Executive Content

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AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an Agreement between the **RIO SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of August 1, 2020.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:

- a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
- b. Eight hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to the Consultant for services rendered under this Agreement:

- a. \$3,840 annually, plus expenses, or payable at \$320 per month, plus expenses, for the services listed in Item 1 above, upon billings from the Consultant
- b. For all requested services in excess of eight direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

- c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning August 1, 2020, and terminating July 31, 2021. Agreement may be terminated prior to July 31, 2021, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____ Date: 8/3/2020
Wael Saleh, CPA, MBA
Print Name
Assitant Superintendent of Business
Job Title
Rio School District

By:  _____ Date: June 8, 2020
John D. Gray
President
School Services of California Inc.



1121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

MEMORANDUM

June 8, 2020

TO: Wael Saleh, Assistant Superintendent Business Services
Rio School District

FROM: John D. Gray
President

It has been a pleasure to provide Rio School District our Fiscal Budget Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California Inc.

Our current contract expires on July 31, 2020. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Kathe Sadler, Data Specialist.

To activate our Agreement, please sign the contract (and the Addendum, at your discretion), and return the original (or scan and e-mail to Rebecca Arent at RebeccaA@sscal.com) to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by July 31, 2020. If you are unable to return it by this date, please contact our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

If you have any questions or need additional information, please give me a call at (916) 446-7517.

9.21



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.21 Approval of Mystery Science Supply kits for all Elementary Schools
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	37,059.98
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval to purchase science supply kits for the 2020-2021 school year.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

Rio School District needs to provide Mystery Science supply kits and student subscriptions for all of our seven elementary schools. The estimated cost for the supply kits will be, \$37,059.98 (see attached quote for price breakdown by grade levels) Grand total for will be \$37,059.98 only since the subscriptions for the 2020-21 school year have already been paid for through three-year quote which will end this year.

Description of Mystery Science Program:

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

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

mystery science kit quote (1).pdf (261 KB)

Administrative Content**Executive Content**

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QUOTE #SP-2383



Quote Issued: July 20, 2020

Quote Expires: August 3, 2020

Important Message for purchaser

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

<https://mysteryscience.com/order/3c6d41>

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

VENDOR

Mystery Science Inc.
1887 WHITNEY MESA DR #9350, Area SP-2383
HENDERSON, NV 89014
Fax: 801-335-1343

USER

Lucila Arceo (larceo@rioschools.org)
Rio Elementary School District
Oxnard, CA
Shipping Address: 2500 E VINEYARD
AVE STE 100, Oxnard, CA, 93030

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

All prices in US Dollars.

To download our W-9, visit:

<http://mysteryscience.com/w9>

9.22



Agenda Item Details

Meeting	Aug 19, 2020 – RSD Regular Board Meeting
Category	9. Consent
Subject	9.22 Authorization of Teaching Assignment – Speech & Hearing Therapy Services
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that the Governing Board authorize the teaching assignments for the teacher listed.
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: Education Code Section 44831, allows an individual who holds a master's degree in communication disorders; meets the basic skills requirement; has a valid license from the Speech-Language Pathology and Audiology Board; and has the criminal record summary according to EC 44332.6 to provide speech and language services.

The following individuals have accepted an assignment which requires the Governing Board's authorization.

It is requested that the Governing Board authorize the Speech and Language assignments for the 2020-2021 school year.

Teacher/Assignment:

Beckman, Janelle Speech & Hearing Therapy Services
Davila, Jose Laboy Speech & Hearing Therapy Services
Held, Stephena Speech & Hearing Therapy Services
Sanchez, Natacha Speech & Hearing Therapy Services
Perez, Jeanliz Speech & Hearing Therapy Services
Long, Karen Speech & Hearing Therapy Services
Moore, Malia Speech & Hearing Therapy Services
Rodriguez, Helen Speech & Hearing Therapy Services
Olson, David Speech & Hearing Therapy Services
Snavelly, Jan Speech & Hearing Therapy Services

Administrative Content

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9.23



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.23 Approval of Stem Scope Science Kits from Accelerate Learning, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	48,939.00
Budgeted	Yes
Budget Source	Lottery Supplemental funds
Recommended Action	Staff recommends board approval of purchasing the 6-8 grade science kits for all middle schools.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

The district would like to purchase hands on science kits for all 6-8 grade teachers to support student learning in all middle schools during the 2020-21 school year.

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

[Stem Scope Science Kit Quote- 7th Grade Hands-On Kits_V1 \(1\).pdf \(266 KB\)](#)

[STEM Scope Science Kits Quote- 6 & 8th -Hands-On Kits_V3 \(1\).pdf \(266 KB\)](#)

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Accelerate Learning Inc

STEMscopes Quote

Quote/Invoice Number 00051881
 Account Name Rio School District
 Shipping Address 1800 Solar Dr # 3
 Oxnard, California 93030-2655
 United States
 Contact Name Lucila Arceo
 Created Date 8/7/2020
 Prepared By Lloyd Martinez

MAIL PO & CHECKS TO:

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

Start Date 8/24/2020

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

Product	ISBN	Grade	Quantity	Years	Sales Price	Total Price
CA NGSS 3D Grade 7 Hands On Kit	978-1-64168-559-7	Grade 7	7.00	1 Year	\$1,990.00	\$13,930.00
CA NGSS 3D Grade 7 Consumables Kit	978-1-64168-571-9	Grade 7	8.00	1 Year	\$760.00	\$6,080.00

Subtotal \$20,010.00
 Shipping \$0.00
 Tax \$1,550.78
 Order Total w Tax \$21,560.78

STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

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

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

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

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



Accelerate Learning Inc

STEMscopes Quote

Quote/Invoice Number 00051105

Account Name Rio School District
 Shipping Address 1800 Solar Dr # 3
 Oxnard, California 93030-2655
 United States

Contact Name Lucila Arceo

Created Date 8/7/2020
 Prepared By Lloyd Martinez

MAIL PO & CHECKS TO:

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

Start Date 8/14/2020

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

Product	ISBN	Grade	Quantity	Years	Sales Price	Total Price
CA NGSS 3D Grade 6 Hands On Kit	978-1-64168-558-0	Grade 6	11.00	1 Year	\$1,190.00	\$13,090.00
CA NGSS 3D Grade 6 Consumables Kit	978-1-64168-570-2	Grade 6	4.00	1 Year	\$205.00	\$820.00
CA NGSS 3D Grade 8 Hands On Kit	978-1-64168-560-3	Grade 8	7.00	1 Year	\$1,500.00	\$10,500.00
CA NGSS 3D Grade 8 Consumables Kit	978-1-64168-572-6	Grade 8	8.00	1 Year	\$125.00	\$1,000.00

Subtotal \$25,410.00
 Shipping \$0.00
 Tax \$1,969.28
 Order Total w Tax \$27,379.28

STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

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

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

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

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

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

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES

9.24



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.24 Notice of Completion of Monet Construction and Approval of Resolution 20/21-003
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Notice of Completion and Resolution 20/21-003 for Monet Construction be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Building A Modernization project at Rio Lindo has been completed. All contract installation requirements have been satisfied by Monet Construction, Inc.

[Monet Notice of Completion.pdf \(24 KB\)](#)

[Resolution 20-21-003.pdf \(106 KB\)](#)

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

June 30, 2020

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #50-002 Building A Modernization at Rio Lindo Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion
For Monet Construction, 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 #50-002 Building A Modernization at Rio Lindo Elementary School. All contract installation requirements have been satisfied by Monet Construction, Inc. for Bid #50-002. The final contract amount is as follows;

Monet Construction, Inc. Base Agreement	\$ 3,798,000.00
Monet Construction, Inc. Total Change Order Amount	\$ 239,949.68
FINAL Cost	\$ 4,037,949.68

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

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

RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-03
NOTICE OF COMPLETION OF PROJECT #50-002 RIO LINDO ELEMENTARY
BUILDING A MODERNIZATION BY MONET CONSTRUCTION, INC.

WHEREAS, pursuant to RSD Project No.50-002, the Rio School District (“District”) contracted with Monet Construction, Inc. for modernization of Building A at Rio Lindo Elementary; and

WHEREAS, Contractor subsequently commenced the work on Project No.50-002; and

WHEREAS, on June 30, 2020, the project construction manager confirmed that the work for Project No. 50-002 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 No. 50-002.
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 19th day of August, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Armas, President of the Board of Trustees

9.25



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.25 Notice of Completion of Venco Electric and approval of Resolution 20/21-04
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Notice of Completion and Resolution 20/21-04 for Venco Electric be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

RSD Project No. 20-02L for the campus-wide fire alarm at Rio Lindo has been completed. All contract installation requirements have been satisfied by Venco Electric campus-wide fire alarm at Rio Lindo and a Notice of Completion should be approved.

Venco NOC.pdf (23 KB)

Resolution 20-21-04 Venco Electric.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

August 03, 2020

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-02L Campus Wide Fire Alarm at Rio Lindo Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion
For Venco Electric.

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 #20-02L Campus Wide Fire Alarm at Rio Lindo Elementary School. All contract installation requirements have been satisfied by Venco Electric for Bid #20-02L. The final contract amount is as follows;

Venco Electric	Base Agreement	\$ 178,000.00
Venco Electric	Total Change Order Amount	\$ (4,192.77)
FINAL Cost		\$ 173,807.23

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. 20/21-04
NOTICE OF COMPLETION OF PROJECT #20-02L
RIO LINDO ELEMENTARY CAMPUS-WIDE FIRE ALARM BY VENCO ELECTRIC

WHEREAS, pursuant to RSD Project No.20-02L, the Rio School District (“District”) contracted with Venco Electric for the campus-wide fire alarm project at Rio Lindo Elementary; and

WHEREAS, Contractor subsequently commenced the work on Project No.20-02L; and

WHEREAS, on August 3, 2020, the project construction manager confirmed that the work for Project No. 20-02L 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 No. 20-02L.
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 19th day of August, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Armas, President of the Board of
Trustees

9.26



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.26 Ratification of agreement from Hughes Engineering for the Kiln Enclosure at Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	186,750.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the ratification of agreement from Hughes be approved for the kiln enclosure at Rio Del Sol.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

At the June 24, 2020 Board Meeting, Agenda Item 11.37, the Superintendent received approval from the Board to receive and approve the lowest bid for the kiln enclosure. The lowest bid was awarded to Hughes General Engineering and approved by the Superintendent.

[Hughes Bid08102020090238.pdf \(2,264 KB\)](#)

Administrative Content

Executive Content

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SECTION 00400

AGREEMENT FOR CONSTRUCTION SERVICES

(CUPCCAA PROJECT)

THIS AGREEMENT FOR CONSTRUCTION SERVICES (this "Agreement") is made this 6th day of July, 2020, between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, hereinafter called the "District," and **Hughes General Engineering, Inc.**, hereinafter called the "Contractor." District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

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

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

Kiln Enclosure at Rio Del Sol STEAM Academy, RSD Project # 20-0075-015

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

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

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **One Hundred Eighty Six Thousand Seven Hundred Fifty dollars (\$186,750.00)**. The Contract Price is based upon the Contractor's Base Bid. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

5. Hold Harmless Agreement. The Contractor shall defend, indemnify and hold harmless

the District, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission or breach connected with or arising from the progress of work or performance of service under this Agreement, the Contract, or the Contract Documents. As part of this indemnity, the Contractor shall protect and defend, at its own expense, the District, the State of California and their officers, employees, agents and independent contractors from any legal action, including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

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

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

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

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

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

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

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

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

Section	Description
00010	Notice to Contractors Calling for Bids
00100	Instructions for Bidders
00210	Bid Form (Submit with Bid)
00215	Designation of Subcontractors (Submit with Bid)
00218	Contractors Registration Certification (DIR) (Submit with Bid)
00219	SB 854 Language for Small Contracts
00220	Non-Collusion Affidavit (Submit with Bid)
00222	Certification of Prevailing Wage (Submit with Bid)
00230	Contractor's Statement of Experience (Submit with Bid)
00240	Acknowledgement of Bidding Practices Regarding Indemnity (Submit with Bid)
00250	DVBE Requirements and Forms
00400	Agreement for Construction Services
00405	Labor and Material Payment Bond (Required for Bids Exceeding \$25,000.00)
00410	Performance Bond (Required for Bids Exceeding \$25,000.00)
00415	Certificate of Workers' Compensation
00417	Drug-Free Workplace Certification
00418	Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus
00419	Contractor Certification Regarding Background Checks
00420	Guarantee Form
00430	Substitution Form
00440	Conditional Waiver and Release upon Progress Payment
00442	Unconditional Waiver and Release upon Progress Payment
00447	Conditional Waiver and Release upon Final Payment
00450	Unconditional Waiver and Release upon Final Payment
00460	Escrow Agreement for Security Deposits in Lieu of Retention
00700	General Conditions
00750	Site Safety and Health Program
00800	Supplemental Conditions
00810	Insurance Requirements
00811	Insurance Documents and Endorsements
00900	Scope of Work

Specification Sections:

03 2000	Concrete Reinforcement
03 3000	Cast-In-Place Concrete
03 3511	Concrete Floor Finishes
04 0511	Masonry Mortaring and Grouting
04 8200	Concrete Unit Masonry
05 1200	Structural Steel
05 3100	Steel Decking
05 5000	Metal Fabrication
05 7500	Decorative Formed Metal
07 1300	Sheet Waterproofing
07 6200	Sheet Metal Flashing and Trim
07 9005	Joint Sealers
08 7100	Door Hardware
09 0600	Schedule for Finishes
09 2236.23	Metal Lath and Accessories
09 2405	Portland Cement Plaster
09 9000	Painting and Coating
31 1000	Site Clearing
31 2316	Trenching and Backfilling
32 0190	Tree Protection and Pruning
32 1312	Concrete Paving
32 3119	Decorative Metal Fences and Gates
32 8400	Landscape Irrigation

PLAN SHEETS:

Architecture for Education's Kiln Bid Set that includes plan sheets: A1.02K, A9.11K, A9.12K, E1.03, M2.31, M4.09, P1.01, P3.31 and P6.01

Architecture for Education supplemental plan sheets: S1.11, S1.12, S1.13, S6.11, S7.12, S7.13, E0.01, E0.02, E0.08, E7.01, M0.01, P0.01 and P0.02

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

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

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

(c) The District's Labor Compliance Program.

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

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

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

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

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

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

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

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

DISTRICT

RIO SCHOOL DISTRICT
2500 Vineyard Avenue
Oxnard, Ca 93036

By: _____

Wael Saleh
Assistant Superintendent
of Business Services

CONTRACTOR

Hughes General Engineering, Inc.
P.O. Box 2293
Camarillo, CA 93011-2293

By: _____

Name: Jeffery S. Hughes
Title: President

(CORPORATE SEAL)

9.27



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.27 Approval of Credit Change Order from Pierre Landscape
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-12,456.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit Change Order from Pierre Landscape

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This Credit change order from Pierre Landscape is for a deleted scope of work at Rio Del Sol for a water truck that was not needed. All contractors are required to provide 3 weeks worth of watering the site for dust control purposes. Balfour Beatty took care of the dust control, thereby eliminating the need for the water truck supplied by Pierre Landscape at Building C, Bid Project No. 15 for irrigation and landscape planting.

Credit: -\$12,456.00

Pierre Landscape Cr. Change Order08082020142106.pdf (713 KB)

Administrative Content

Executive Content

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

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

**CO 15.3
8-4-20**

PROJECT NO: 19-0068-015

CO NO: 15.3

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

CONTRACTOR: Pierre Landscape, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 296,121.00
Previous Approved Change Orders	\$ (25,667.00)
This Change Order	\$ (12,456.00)
Adjusted Contract Amount	\$ 257,998.00

TIME:

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

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

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

RIO SCHOOL DISTRICT

Contractor: Pierre Landscape, Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____



To: Balfour-Beatty
Attn: Jesus Muguera
Email: Jesus.Muguera@balfourbeatty.com
Project: Rio Steam - Building C

From: Rigo Sanchez
Job #: 22767
Date: 06/26/20

Change Order Request #: 03

Subject: Pierre Credit for Not Providing Water Truck

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
Description				
Credit for Water Truck	-1	LS	\$ 12,456.00	\$ (12,456.00)
Subtotal				\$ (12,456)
TOTAL				\$ (12,456)

Thank you,
Rigo Sanchez
Project Manager

PE _____
 PM _____
 RS _____
 JL _____

Balfour Beatty Construction

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

August 4, 2020

Attn: Dr. Puglisi

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

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #15 Irrigation and Landscape Planting
Recommendation to Approve CO #15.3 to Pierre Landscape, Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #15.3 to Pierre Landscape, Inc. for deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No.	Description	Reason	Cost/Credit
15.3	3	Credit for Water Truck	All contractors were required to provide 3 weeks worth of watering the site for dust control purposes (compliance with environmental requirements) in an effort to save the District money, when possible, Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used.	\$ (12,456.00)
Total CO #15.3				\$ (12,456.00)
Previous Approved CO's				\$ (25,667.00)
Original Contract				\$ 296,121.00
Revised Contract				\$ 257,998.00

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

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

9.28



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.28 Approval of Credit Change Order from Brannon, Inc. dba Smith Electric Service
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-2,776.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit change order from Brannon, Inc.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This credit change order is a result of the Division of Work's requirement for Contractors to carry \$10,000 allowance for any added work that was not part of the scope. Part of the allowance was used for gas piping for the kiln and for the touchless faucets due to COVID. The credit included in this change order is for the balance of the allowance.

Credit -\$2,776.00

Brannon, Inc. Credit Change Order08082020194417.pdf (949 KB)

Administrative Content

Executive Content

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

Rio School District

CO #11.2

Project No 19-0068-015

8/5-2020

Rio Del Sol, STEAM Academy, Building C

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

Tie-in

Brannon, Inc. dba Smith Electric Service

Original Contract

\$ 600,176.00

PCO No.	GC No.	Description	Reason	Cost/Credit
11.6	6R2	Credit for Plumbing Allowance	Contractor was required to carry a \$10,000 allowance per the Division of Work for any added work that was not part of the scope. Part of the allowance was used for gas piping for the kiln and for touchless faucets due to COVID. The credit included in this PCO is for the balance of the allowance.	\$ (2,776.00)

Total CO #11.2	\$ (2,776.00)
Previous Approved CO's	\$ 2,013.00
Original Contract	\$ 600,176.00
Revised Contract	\$ 599,413.00

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

CO 11.2
8-5-20

PROJECT NO: 19-0068-015

CO NO: 11.2

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

CONTRACTOR: Brannon, Inc. dba Smith Electric Service

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 600,176.00
Previous Approved Change Orders	\$ 2,013.00
This Change Order	\$ (2,776.00)
Adjusted Contract Amount	\$ 599,413.00

TIME:

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

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

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

RIO SCHOOL DISTRICT

Contractor: Brannon, Inc. dba Smith Electric Service

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Balfour Beatty Construction

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

August 5, 2020

Attn: Dr. Puglisi

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

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #11 Water Distribution, Sanitary Sewage, Storm Drainage, Plumbing and Natural Gas
for Site and Interior Site Utility Tie-in
Recommendation to Approve CO #11.2 to Brannon, Inc. dba Smith Electric Service

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #11.2 to Brannon, Inc. dba Smith Electric Service for the deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No.	Description	Reason	Cost/Credit
11.6	6R2	Credit for Plumbing Allowance	Contractor was required to carry a \$10,000 allowance per the Division of Work for any added work that was not part of the scope. Part of the allowance was used for gas piping for the kitchen and for touchless faucets due to COVID. The credit included in this PCO is for the balance of the allowance.	\$ (2,776.00)
Total CO #11.2				\$ (2,776.00)
Previous Approved CO's				\$ 2,013.00
Original Contract				\$ 600,176.00
Revised Contract				\$ 599,413.00

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

Respectfully,



Jesus Mugerza Ibarra
Assistant Project Manager, Balfour Beatty

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

PROPOSAL COST BREAKDOWN

**RIO DEL SOL STEAM ACADEMY
OXNARD
Balfour Beatty**



CP# 6R2

July 27, 2020

Description of Work Effort:

**COSTS ASSOCIATED WITH PROVIDING AND INSTALLING ADDITIONAL GAS PIPING TO
KILN
REVISED TO PROVIDE CREDIT AGAINST ALLOWANCE**

**REVISED TO INCLUDE CHANGE IN FAUCETS PREVIOUSLY IN CP#7
CP#7 ARE VOID**

Cost Elements	Hours	Rate	Extended Cost
1. Direct Material/Parts			\$1,862.11
2. Craft Labor			(\$3,998.27)
3. Total Material/ Labor			(\$2,136.16)
4. Material Overhead/Handling			\$0.00
5. Other Direct Costs/Equip			(\$277.78)
6. Overhead		15.00%	(\$362.09)
7. Total Cost			(\$2,776.04)
8. Subcontracts			\$0.00
9. Mark-Up on Subcontracts		0.00%	\$0.00
10. Price Without Bond			(\$2,776.00)
11. Bond Cost		0.00%	\$0.00
12. Total Price with Bond			(\$2,776.00)

Remarks:

9.29



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.29 Approval of Change Order from Reed Mechanical Systems for HVAC Services at Rio Lindo
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,474.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the change order from Reed Mechanical for HVAC services at Rio Lindo.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order is to replace the Induser Fans on 4 HVAC Units and replace the transformer on 1 HVAC Unit. The units were inoperable and need to be replaced.

Reed HVAC work at Lindo Change Order08122020102448.pdf (891 KB)

Administrative Content

Executive Content

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Balfour Beatty
Construction

20-07L
CO#1

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

August 11, 2020

Attn: Dr Puglisi

Subject Rio Lindo Elementary School
Rio School District
Oxnard, CA

Re: Project 20-07L COVID 19 HVAC Service & Filter Upgrades
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	Replace Inducer Fans on 4 HVAC Units and Replace Transformer on 1 HVAC Unit	4 Inducer Fans on 4 FAU Units were inoperable and 1 transformer was non operational on another HVAC Unit	\$1,474 00

Total CO #1	\$1,474 00
Previous Approved CO's	\$
Original Contract	\$ 36,618 00
Revised Contract	\$ 38,092 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
Dennis Kuykendall, Balfour Beatty
Jesus Muguerra Ibarra

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

20-07L
CO #1

CO 1
08-11-2020

PROJECT NO: RSD 20-07L

CO NO: 1

PROJECT NAME: COVID 19 HVAC SERVICE & FILTER UPGRADES @ LINDO

CONTRACTOR: Reed Mechanical Systems, Inc.

SCOPE OF WORK SEE ATTACHED

COST:

Original Contract Amount	\$ 36,618.00
Previous Approved Change Orders	\$ 0
This Change Order	\$ 1,474.00
Adjusted Contract Amount	\$ 38,092.00

TIME:

Original Contract Completion Date	August 30, 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	August 30, 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; NONE

District PM/CM; Balfour Beatty Construction

By _____

By *[Signature]*

Date _____

Date *8/11/2020*



20-076
col #1

REQUEST FOR CHANGE ORDER

02 *Rev. col #1*

To: Rio School District
1800 Solar Dr
Oxnard, CA 93036
Project: 1490 - Rio Lindo School Covid 19

RFC No: 02 *(Rev. col #1)*
Date: 8/11/2020
Description: **Service Work**

Service work required to ensure proper functioning FAU's; Replaced (4) Inducer draft assemblies FAU's in CR 1,9,10,29 that had failing bearings, 1 seized; Used (2) New assemblies and (2) re-used from FAU's demoed out of CR 15,16 (Library); Replaced (1) 40VA transformer in CR unit 8

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

Upon approval the sum of **\$1,474.00** will be added to the contract price.

Original Contract	\$36,618.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$36,618.00
This Request	\$1,474.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$38,092.00

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

Authorized Signature: _____ Date: _____
Rio School District

20-07L
CO #1

Rio School District

CO #1

Project No RSD 20-07L

8/11/2020

COVID 19 HVAC Service & Filter Replacement

Original Contract

\$ 36,618 00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Reed	Replace Induser Fans on 4 HVAC Units and Replace Transformer on 1 HVAC Unit	4 Inducer Fans on 4 FAU Units were inoperable and 1 transformer was non operational on another HVAC Unit.	\$1,474.00

Total CO #1

\$1,474 00

Previous Approved CO's

\$ -

Original Contract

\$ 36,618 00

Revised Contract

\$ 38 092 00

9.30



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.30 Approval of Change Order from Reed Mechanical Systems for the HVAC Services at Rio Plaza
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	10,990.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the change order from Reed Mechanical for HVAC work at Plaza.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The original flex connectors were discovered to be made of asbestos laden materials. The connectors had to be removed due to student and staff exposure. Reed will install new HVAC Flex Connectors on 16 FAU Units and 1 outside Air Unit at Rio Plaza from Abatement work.

Reed HVAC work at Plaza Change Order08122020103126.pdf (916 KB)

Administrative Content

Executive Content

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

Balfour Beatty
Construction

Wael Saleh
CR II

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

August 11, 2020

Attn: Dr. Puglisi

Subject Rio Plaza Elementary School
Rio School District
Oxnard, CA

Re: Project 20-10L COVID 19 HVAC Service & Filter Upgrades
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	Install New HVAC Flex Connectors on 16 FAU Units and 1 Outside Air Unit at Rio Plaza from Abatement Work	The original flex connectors were discovered to be made of asbestos laden materials. Had to be removed due to student & staff exposure	\$10,990 00

Total CO #1	\$10,990 00
Previous Approved CO s	\$ -
Original Contract	\$ 34,800 00
Revised Contract	\$ 45,790 00

Should you have any questions please contact me at any time

Respectfully,

Keith Henderson
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

20-10L
COR #1

CO 1
08-11-2020

PROJECT NO: RSD 20-10L

CO NO: 1

PROJECT NAME: COVID 19 HVAC SERVICE & FILTER UPGRADES @ PLAZA

CONTRACTOR: Reed Mechanical Systems, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 34,800.00
Previous Approved Change Orders	\$ 0
This Change Order	\$ 10,990.00
Adjusted Contract Amount	\$ 45,790.00

TIME:

Original Contract Completion Date	August 30, 2020
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	August 30, 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; NONE

District PM/CM; Balleur-Batty Construction

By _____

By _____

Date _____

Date 8/11/2020

PCO to Contract
Rio Bid RSD #20-03L

Rio School District

Project No RSD 20-10L

COVID 19 HVAC Service & Filter Replacement
Plaza

*20-10L
COVID*

CO #1

8/11/2020

Original Contract

\$ 34,800 00

PCO No.	GC No	Description	Reason	Cost/Credit
1	Reed	Install New HVAC Flex Connectors on 16 FAU Units and 1 Outs de Air Unit at Rio Plaza from Abatement Work	The original flex connectors were discovered to be made of asbestos laden materials. Had to be removed due to student & staff exposure.	\$10,990.00

Total CO #1

\$10,990 00

Previous Approved CO's

\$ -

Original Contract

\$ 34 800 00

Revised Contract

\$ 45 790 00

20-101
10/2/20



REQUEST FOR CHANGE ORDER

01

To: Rio School District
1800 Solar Dr
Oxnard, CA 93036
Project: 1492 - Rio Plaza Covid 19 Serv/Filter

RFC No: 01
Date: 8/10/2020
Description: **Replace Duct in FAU Closets**

Detail, Fabricate and install duct taps, transitions and flex connectors as required to complete return air connections between furnace plenums and classrooms. 16 furnace connections + 1 OA connection

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

Upon approval the sum of **\$10,990.00** will be added to the contract price.

Original Contract	\$34,800.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$34,800.00
This Request	\$10,990.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$45,790.00

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

Authorized Signature: _____ Date: _____
Rio School District

Handwritten notes in a cloud shape:
BBC
8/10/2020
RSD Project # 20-101
RIO PLAZA FLEX CONNECTOR
REPAIRS FROM ASSIGNMENT WORK

9.31



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.31 Approval of Credit Change Order from Painting and Decor
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-5,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit Change Order from Painting and Decor

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Painting Contractor was required to have a \$5,000 allowance to paint the exterior walkway canopy at Rio Del Sol, Building C. Canopy was not painted and allowance was requested and provided by the contractor.

Credit: -\$5,000.00

[Painting and Decor Credit Change Order08082020195404.pdf \(639 KB\)](#)

Administrative Content

Requested and provided by the

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board

subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Balfour Beatty Construction

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

August 6, 2020

Attn: Dr. Puglisi

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

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #8 Painting
Recommendation to Approve CO #8.2 to Painting & Décor, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #8.2 to Painting & Décor, Inc. for the deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No	Description	Reason	Cost/Credit
8.2	2	Credit for Canopy Paint Allowance	Painting contractor was required to have a \$5,000 allowance to paint the exterior walkway canopy. Canopy was not painted and allowance was requested and provided by the contractor.	\$ (5,000.00)
Total CO #8.2				\$ (5,000.00)
Previous Approved CO's				\$ (5,000.00)
Original Contract				\$ 549,000.00
Revised Contract				\$ 539,000.00

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

Respectfully,



Jesus Muguerra Ibarra
Assistant Project Manager, Balfour Beatty

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

Painting & Decor, Inc.
P.O. Box 5926
Orange, CA 92863
(949) 888-2565
painting.decor@cox.net

Credit Memo

CREDIT TO

Rio School District
2500 E Vineyard Ave
Suite #100
Oxnard, CA 93036 USA

CREDIT # 20-RioSD-C

DATE 08/04/2020

ACTIVITY	AMOUNT
Credit Addendum #09 clarification set aside Canopy BP08	5,000.00

We submit the following for Prevailing Wage work at:
Credit Unperformed scope

TOTAL CREDIT

\$5,000.00

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

**CO 8.2
8-6-20**

PROJECT NO: 19-0068-015

CO NO: 8.2

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

CONTRACTOR: Painting & Décor, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 549,000.00
Previously Approved Change Orders	\$ (5,000.00)
This Change Order	\$ (5,000.00)
Adjusted Contract Amount	\$ 539,000.00

TIME:

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

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

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

RIO SCHOOL DISTRICT

Contractor: Painting & Décor, Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

9.32



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.32 Approval of Credit Change Order from Venco Electric for Campus wide Fire Alarm at Rio Lindo
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-4,192.77
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit Change Order from Venco Electric.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Venco Electric, Project 20-02L bid included the cost of an underground conduit pathway. Once the work began, an existing underground pathway conduit was discovered that could be used, which creates a credit to the Rio School District.

Credit: -\$4,192.77

Venco Credit Change Order.pdf (71 KB)

Administrative Content

Executive Content

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

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 03, 2020

Attn: Dr. Puglisi

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

Re: Project 20-02L Campus Wide Fire Alarm at Rio Lindo Elementary School
Venco Electric
Recommendation to Approve CO #1 to Venco Electric

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #1 to Venco Electric 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	Venco	Credit Change Order for Deletion of Underground Conduit Installation	An existing Underground Conduit Pathway was discovered which could be used for the new work	\$ (4,192.77)

Total CO #1	\$ (4,192.77)
Previous Approved CO's	\$ -
Original Contract	\$ 178,000.00
Revised Contract	\$ 173,807.23

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
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

CO 1
08-03-2020

PROJECT NO: RSD 20-02L

CO NO: 1

PROJECT NAME: Campus Wide Fire Alarm at Rio Lindo Elementary School

CONTRACTOR: Venco Electric

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 178,000.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ (4,192.77)
Adjusted Contract Amount	\$ 173,807.23

TIME:

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

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

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

RIO SCHOOL DISTRICT

Contractor: Venco Electric

By _____

By _____

Date _____

Date _____

District Architect; KBZ Architects

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 8/3/2020

PCO to Contract
Rio Bid RSD #20-02L

Rio School District

Project No RSD 20-02L

Campus Wide Fire Alarm at Rio Lindo Elementary

CO #1

8/3/2020

Original Contract

\$ 178,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Venco	Credit Change Order for Deletion of Underground Conduit Installation	An existing Underground Conduit Pathway was discovered which could be used for the new work	\$ (4,192.77)

Total CO #1	\$ (4,192.77)
Previous Approved CO's	\$ -
Original Contract	\$ 178,000.00
Revised Contract	\$ 173,807.23

9.33



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.33 Notice of Completion for Reed Mechanical and approval of Resolution 20/21-02.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve Resolution 20/21-02 for the Notice of Completion from Reed Mechanical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Rio Plaza Elementary Kitchen Hood Replacement project has been completed. All contract installation requirements have been satisfied by Reed Mechanical at Rio Plaza and a Notice of Completion should be approved.

[Reed Mechanical08092020184543.pdf \(186 KB\)](#)

[Resolution 20-21-02 NOC Reed Mechanical.pdf \(104 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

August 04, 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 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 Muguerza Ibarra, Balfour Beatty

RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-02
NOTICE OF COMPLETION OF PROJECT #20-03L RIO PLAZA ELEMENTARY
BUILDING A MODERNIZATION BY MONET CONSTRUCTION, INC.

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

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

WHEREAS, on August 4, 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 No. 20-03L.
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 19th day of August, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Armas, President of the Board of
Trustees

9.34



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.34 Approval of Credit Change Order from K&Z at Rio Del Sol, Building C
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-5,565.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Credit Change Order from K&Z for cabinetry and woodwork at Rio Del Sol.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

All contractors are required to provide 3 weeks worth of watering the site for dust control purposes. In an effort to save the District money, Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used.

[K&Z Cabinets Credit Change Order08082020195719.pdf \(722 KB\)](#)

Administrative Content

Executive Content

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

Balfour Beatty Construction

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

August 4, 2020

Attn: Dr. Puglisi

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

Re: Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C
BP #5 Finish Carpentry and Architectural Woodwork
Recommendation to Approve CO #5.2 K&Z Cabinet Co., Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #5.2 K&Z Cabinet Co., Inc. for the deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No.	Description	Reason	Cost/Credit:
5.3	3	Credit for Water Truck	All contractors were required to provide 3 weeks worth of watering the site for dust control purposes (compliance with environmental requirements). In an effort to save the District money, when possible, Balfour Beatty took care of the dust control. This credit is for the dust control owed by the contractor that was not used	\$ (5,565.05)
Total CO #5.2				\$ (5,565.00)
Previous Approved CO's				\$ 1,044.32
Original Contract				\$ 378,470.00
Revised Contract				\$ 373,949.32

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

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

K & Z Cabinet Co., Inc.



1450 South Grove Avenue, Ontario California 91761 • (909) 947-3567 • Fax (909) 947-3264 • State Lic. 319196

PROPOSED CHANGE ORDER

Date: 06/30/20

PCO #: 3

To: Balfour Beatty Construction
3001 North Ventura Rd.
Oxnard, CA 93036

Attention: Jesus Muguerra

K&Z Job #: 6003

Project: Rio Steam K-8 Campus - Bldg. C

Reference: Water Truck Allowance Credit per Approved SOV

We Are Proposing The Following Changes:

ITEM: 3	Water Truck:	-1 EA @	\$3,000 EA	-\$3,000
ITEM: 4	Meter Cost:	-1 EA @	\$150 EA	-\$150
ITEM: 5	Water Usage:	-1 EA @	\$75.00 EA	-\$75
ITEM: 6	Operator Cost for Water Truck:	-1 EA @	\$2,340.00 EA	-\$2,340

Sub Total		\$0.00
O.H.	10%	\$0.00
Profit	5%	\$0.00
Credits		(\$0.00)
Grand Total		(\$0.00)

The above price is guaranteed for 30 days from date of this quote.

We are NOT proceeding with this extra until we have received a written change order from your company.

We are proceeding with this change based on email dated 3/2/2020.

A written billable change order is required before release to production, fabrication time approx. 6 weeks.

K&Z Cabinet Co., Inc.

Accepted By: _____

Joseph V. Guidera Jr.
Project Manager

Date: _____

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

**CO 5.2
8-4-20**

PROJECT NO: 19-0068-015

CO NO: 5.2

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

CONTRACTOR: K&Z Cabinet Co., Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 378,470.00
Previously Approved Change Orders	\$ 1,044.32
This Change Order	\$ (5,565.00)
Adjusted Contract Amount	\$ 373,949.32

TIME:

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

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

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

RIO SCHOOL DISTRICT

Contractor: K&Z Cabinet Co., Inc.

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

9.35



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.35 Ratification of agreement with MM Mechanical, Inc., Project No. 20-14L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	179,695.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board accepts the ratification of Project 20-14L with MM Mechanical, Inc.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Due to the COVID 19 virus, Rio School District contracted with MM Mechanical, Inc. to replace plumbing fixtures at Rio Del Norte, Rio Vista Middle School and Rio Del Mar with touchless plumbing fixtures.

Administrative Content

MM Mechanical Agreement Proj. 20-14L08082020210642.pdf (601 KB)

Executive Content

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

CONSTRUCTION SERVICES AGREEMENT CUPCCAA PROJECT

RE: Project #20-14L Covid-19 Touchless Plumbing Fixture Replacements at Rio Del Norte Elementary School, Rio Vista Middle School and Rio Del Mar Elementary School CUPCCAA Project

District Purchase Order Number

Bid Received on 8 5 2020
Contractor Proposal Quotation Number

This Agreement (the "Agreement") is made and entered into this 30th Day of June 2020 by and between Rio School District (hereinafter referred to as "District") and MM Mechanical Inc. (hereinafter referred to as "Provider.")

PROVIDER.

MM Mechanical, Inc.
Provider

805-745-1126
Telephone Number

1027 Cindy Lane
Street Address

805-745-1126
Fax Number

Carpenteria, Ca. 93013
City, State, Zip code

steven@mmmechanical.net
E-mail Address

770526774
Tax Identification or Social Security Number

774231
License Number (if applicable)

Type of Business

- Individual
- Partnership
- Sole Proprietorship
- Corporation

EXHIBIT A - STATEMENT OF WORK

DESCRIPTION OF WORK: See Scope of Work Section as a part of this CUPCCAA Solicitation and Agreement for COVID 19 Touchless Plumbing Fixture Replacements at Rio Del Norte Elementary School, Rio Vista Middle School and Rio Del Mar Elementary School. (Separate Scopes of Work for Each School Site)

WORK SCHEDULE: Monday thru Saturday 7am to 7pm until complete.

Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT B - SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>179,695.00</u>
Actual and Necessary Travel Expenses	\$ <u>0</u>
Other Expenses	\$ <u>0</u>
Total Amount not to exceed	\$ <u>179,695.00</u>
Deposit	\$ <u>0</u>
Balance Due after Completion of Services	\$ <u>179,695.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Payment in Full Due upon Completion Minus 5% Retainage withheld until Notice of Completion is filed (District will allow progress payments thru to completion)

ADDITIONAL COSTS OF EXPENSES: None at this time

9.36



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.36 Ratification of agreement from Reed Mechanical for COVID 19 HVAC Service and Filter Upgrade at Rio Lindo
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	36,618.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the ratification of agreement from Reed Mechanical be approved for COVID 19 HVAC service at Rio Lindo

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Due to the COVID 19 virus, it was necessary to begin the HVAC Services and filter upgrades at Rio Lindo. Reed Mechanical began the work for RSD Project #20-07L in July, 2020.

[Reed HVAC at Lindo.pdf \(803 KB\)](#)

Administrative Content

Executive Content

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

CONSTRUCTION SERVICES AGREEMENT CUPCCAA PROJECT

RE: Project Covid-19 HVAC Service & Filter Upgrade at Rio Lindo Elementary School,
RSD #20-07L

CUPCCAA Project

_____ Estimate E2060_R1 (Attached)
District Purchase Order Number Contractor Proposal/Quotation Number

This Agreement (the "Agreement") is made and entered into this 11th Day of June 2020 by and between Rio School District (hereinafter referred to as "District") and (hereinafter referred to as "Provider.") Reed Mechanical Systems, Inc.

PROVIDER.

<u>Reed Mechanical Systems</u> Provider	<u>(805) 768-6824</u> Telephone Number
<u>4300 N. Ventura Ave</u> Street Address	<u>(805) 768-6825</u> Fax Number
<u>Ventura, Ca. 93001</u> City, State, Zip code	<u>tomr@reedmechsys.com</u> E-mail Address
<u>45-3678380</u> Tax Identification or Social Security Number	<u>957662</u> License Number (if applicable)

Type of Business

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation |

Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A - STATEMENT OF WORK

DESCRIPTION OF WORK: See Reed Mechanical Systems Scope of Work Proposal E2060_R1 (Attached) as a part of this CUPCCAA Agreement for COVID 19 HVAC Service & Filter Upgrade at Rio Lindo Elementary School

WORK SCHEDULE: Monday thru Saturday 7am to 7pm until complete.

Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT B - SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>36,618.00</u>
Actual and Necessary Travel Expenses	\$ <u>0</u>
Other Expenses	\$ <u>0</u>
Total Amount not to exceed	\$ <u>36,618.00</u>
Deposit	\$ <u>0</u>
Balance Due after Completion of Services	\$ <u>36,618.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Payment in Full Due upon Completion Minus 5% Retainage withheld until Notice of Completion is filed

ADDITIONAL COSTS OF EXPENSES: None at this time

Rio School District
CONSTRUCTION SERVICES AGREEMENT

- 29. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

- 30. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

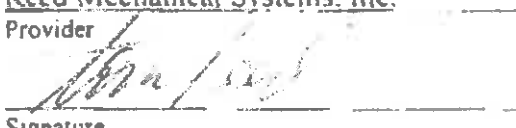
- 31. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above

By: Rio School District
District

Signature

Wael Saleh
Name
Assistant Superintendent, Bus & Admin
Title

Reed Mechanical Systems, Inc.
Provider

Signature

Tom Reed
Name
Owner
Title

9.37



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.37 Ratification of agreement from AirTek for Duct Cleaning at Rio Lindo
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	18,800.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the agreement from AirTek be ratified for duct cleaning at Rio Lindo.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Due to COVID 19, the ducts in the classrooms at Rio Lindo needed cleaning. AirTek will clean all of the forced air ducts in mechanical rooms serving classrooms 1-8, 9-15, and 29.

[20-07L Lindo Duct Cleaning Proposal from Airtek for Signature 8 6 2020 \(2\).pdf \(97 KB\)](#)

Administrative Content

Executive Content

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Proposal/Contract

20-07 COND 19
HVAC e LTIPD

777 N. Georgia Ave, Azusa, CA 91702 * Ph: 800-200-8872 * Fx: 626-633-3599 * CA License: 1048600

Customer:	Project:
Name: Rio School District	Project Name: Rio Lindo Elementary
Address: 1800 Solar Drive Floor 3	Address: 2131 Snow Anenue
City: Oxnard State: CA Zip: 93030-285	City: Oxnard State: CA Zip: 93038-2503
Phone: _____ Fax: _____	Phone: _____ Fax: _____
Contact: Onsite Manager Email: _____	Contact: Khen Peterson Email: Khenderson@balfourbeattyus.com

Claim Number: _____	
Duct Cleaning	18,800.00

Details

Estimated Start Date: _____ **Total Amount: \$18,800.00**

Scope, Additional Work, Exclusions, and Estimate Items



This work will be completed to comply with industry standards and guidelines set forth by The National Air Duct Cleaning Association's (NADCA) Assessment, Cleaning and Restoration of HVAC Systems(ACR 2013) publication.

This work will be supervised by an Air System Cleaning Specialist (ASCS) certified by NADCA

The cleaning methods and procedures listed below are compiled from the NADCA ACR 2013 standards and over 20 years of commercial and residential work experience.

1. Properly clean (15) forced air units located in mechanical rooms serving classrooms # 1-8, 9-15,29 and apply disinfectant after cleaning process per NADCA ACR 2013 standards.
 2. Properly clean main supply/return ductwork located in mechanical rooms serving classrooms # 1-8, 9-15, 29 and apply disinfectant after cleaning process per NADCA ACR 2013 standards.
 3. Encapsulate main supply/return ductwork a after cleaning process located in mechanical rooms and classrooms serving classrooms # 1-8, 9-15, 29 per NADCA ACR 2013 standards.
 4. Properly clean supply/return main ductwork in classrooms # 1-8, 9,-15, 29 and apply disinfectant after cleaning process per NADCA ACR 2013 standards.
 5. Properly remove (48) register grill diffusers by cutting and carving carefully by using razor blade around register seems serving classrooms 1-8, 9,-15, 29 per NADCA ACR standards.
 6. Properly clean (48) supply/return registers grills and apply disinfectant after cleaning process per NADCA ACR 2013 standards.
 7. Install (17) Pleated air filters after cleaning process per NADCA ACR standards.
Filters will be provided by customer.
 8. One photo documentation report will be submitted upon work completion.
- This job was bid at prevailing wage rates

Terms & Conditions

20-07L
COVID19 HVAC @ LINDO

1. AirTek will be permitted free and timely access to all areas and equipment requiring service and will be permitted to start and to stop equipment as necessary to perform those services.

2. All materials and parts used in the performance of these services are guaranteed by the manufacturer and subject to the terms of their limited warranty. AirTek guarantees its technical service labor in regards to the specific repairs noted for 30 days. Any new repairs in the future will be serviced at our regular service rates.

3. Customer has 72 hours to cancel this agreement. After this period, all deposits will be forfeited.

4. AirTek will use normal care in performing this service, but shall not be liable for failure to discover conditions necessitating repairs or replacements, nor shall any inspections be construed as an approval or guarantee of the equipment.

5. Customer shall be responsible for all taxes applicable to service or materials. AirTek will not be liable for any loss, damage, or delay caused by the unavailability of equipment, materials or machinery, shipping delays, labor actions, lockouts, civil authority insurrections or riot, action of the elements, nature, or any other force beyond its control. AirTek will in no way be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customers, tenants or clients, or for any special, indirect or consequential damages.

6. If AirTek must commence legal action to recover amounts payable under this contract, our customer will be liable for all court and attorney costs.

7. AirTek must be supplied with all pertinent material safety data sheets (SDS) according to OSHA hazard communication standards. AirTek requires notification from our customer about any areas in the subject facility which may present a hazard of any type to our company representatives. Any hazardous materials will be removed by a licensed abatement company.

8. Customer shall, to the fullest extent permitted by law, indemnify and hold harmless AirTek and its employees from and against all claims, damages, losses, expenses, and attorney's fees arising out of or resulting from performance of work under this agreement provided that such claim, damage, or loss is caused in whole or in part by any active or passive act or omission by our customer.

9. AirTek will fully comply with the federal regulations mandated by Section 608 of the 1992 Federal Clean Act.

10. Price quotes above are based upon present condition and that the proposal will be accepted within 30 days. All work will be in compliance with local codes and manufacturer's recommendations. Customer is responsible for any applicable permits.

11. As a condition of performance, payments are to be made on a progress basis. For Commercial projects, Invoice payment must be made within thirty (30) days of receipt. Any alterations or deviation from the above proposal involving extra cost of materials or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by customer and approval by an officer of contractor as evidenced by their signature below. This Agreement sets forth all terms and conditions binding upon the parties hereon on the last page here of, and no person has the authority to make claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Rio Lindo Elementary, Temp00641L-1, \$18,800.00

AK
BSC
20-07L
COVID19 @ Lindo
8/6/2020

Customer Signature

Date

AirTek Representative Signature

Date

Customer (Print)

Jorge Negrete

8/3/2020

AirTek Representative (Print)

9.38



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.38 Ratification of agreement from Reed Mechanical for COVID 19 Air Conditioning Installation in Library at Rio Lindo.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	19,600.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the ratification of the agreement from Reed Mechanical for COVID 19 services at Rio Lindo.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Due to the COVID 19 virus, it was necessary to start services at Rio Lindo to install air conditioning in the Library at Rio Lindo. The agreement was accepted and Reed Mechanical Systems began the work on RSD Project #20-08L over the summer.

E2060 Rio Lindo Library AC- signed.pdf (490 KB)

Administrative Content

Executive Content

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subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



CA LIC# 957662

June 10, 2020

Keith Henderson

Balfour Beatty

300 E. Esplanade Dr. #1120

Oxnard, Ca 93036

KHenderson@Balfourbeattyus.com

RE: Estimate E2060.1
Rio Lindo ES Covid-19 AC - CR 15~16 (Library)

Thank you for the opportunity to provide you with a proposal to install Air Conditioning equipment at the above referenced Project. We have visited the site and developed this proposal for your consideration. Please review and advise if there are any changes prior to acceptance of this proposal.

Scope of Work:

- 1) Demo existing 2 furnaces
- 2) Furnish and install (2) Heat and Air systems to include York TM8Y080B12 furnaces; ADP up-flow coils; York YCG36 3Ton condensers; MERV 13 filter base with filters; Duct transitions to existing; Pelican thermostats; Refrigeration piping; Flue pipe; Condensate overflow switch; Gas connections; Electrical; Startup/Test; Report

Exclusions:

- 1) Condensate Piping; Concrete condenser pads; Overtime

Price: \$19,600.00

Approved 6/12/2020

Submitted By:

A handwritten signature in blue ink, appearing to read 'Tom Reed', is written over the 'Submitted By:' label.

Tom Reed - President

Reed Mechanical Systems, Inc.

Contractor's License # 957662

DIR Reg#1000007126

4300 N Ventura Ave, Ventura, CA 93001
Phone : (805) 768-6824 | Fax : (805) 768-6825

www.reedmechsys.com

9.39



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.39 Ratification of award of bid to Reed Mechanical Systems for the COVID 19 HVAC service at Rio Plaza
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	34,800.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Ratification of award of bid to Reed Mechanical Systems be approved.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Due to COVID 19, Rio School District awarded project #20-10L for HVAC Service and filter upgrade at Rio Plaza to Reed Mechanical to begin work over the summer.

Reed Plaza HVAC08112020182834.pdf (824 KB)

Administrative Content

Executive Content

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Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A - STATEMENT OF WORK



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

CONSTRUCTION SERVICES AGREEMENT
CUPCCAA PROJECT

RE: Project Covid-19 HVAC Service & Filter Upgrade at Rio Plaza Elementary School,
RSD #20-10L

CUPCCAA Project

District Purchase Order Number

Estimate E2060 R1 (Attached)
Contractor Proposal Quotation Number

This Agreement (the "Agreement") is made and entered into this 30th Day of June 2020
by and between Rio School District (hereinafter referred to as "District") and
(hereinafter referred to as "Provider.") Reed Mechanical Systems, Inc.

PROVIDER.

<u>Reed Mechanical Systems</u> Provider	<u>(805) 768-6824</u> Telephone Number
<u>4300 N. Ventura Ave</u> Street Address	<u>(805) 768-6825</u> Fax Number
<u>Ventura, Ca, 93001</u> City, State, Zip code	<u>lomr@reedmechsys.com</u> E-mail Address
<u>45-3678380</u> Tax Identification or Social Security Number	<u>957662</u> License Number (if applicable)

Type of Business

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation |

Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A - STATEMENT OF WORK

DESCRIPTION OF WORK: See Scope of Work Section as a part of this CUPCAA Solicitation and Agreement From the Rio School District for COVID 19 HVAC Service & Filter Upgrade at Rio Plaza Elementary School

WORK SCHEDULE: Monday thru Saturday 7am to 7pm until complete.

Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT B - SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>34,800.00</u>
Actual and Necessary Travel Expenses	\$ <u>0</u>
Other Expenses	\$ <u>0</u>
Total Amount not to exceed	\$ <u>34,800.00</u>
Deposit	\$ <u>0</u>
Balance Due after Completion of Services	\$ <u>34,800.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

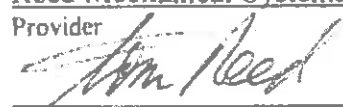
Payment in Full Due upon Completion Minus 5% Retainage withheld until Notice of Completion is filed

ADDITIONAL COSTS OF EXPENSES: None at this time

Rio School District
CONSTRUCTION SERVICES AGREEMENT

- 29. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
- 30. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 31. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

By: _____ Signature	<u>Rio School District</u> District	_____ Signature	<u>Reed Mechanical Systems, Inc.</u> Provider
_____	<u>Wael Saleh</u> Name	_____ Signature	
_____	<u>Assistant Superintendent, Bus & Admin</u> Title	_____ Signature	<u>Tom Reed</u> Name
		_____ Signature	<u>Owner</u> Title

9.40



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.40 Ratification of award of Project #20-11L to Reed Mechanical Systems, for COVID 19 HVAC Service and Filter Upgrade at Rio Real, Rio Del Valley and Rio Rosales
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	131,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Ratification of the award of project #20-11L be approved from Reed Mechanical Systems.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Ratification of the agreement between Reed Mechanical Systems and RSD, due to the COVID 19 Virus, project #20-11L for HVAC Service and Filter Upgrades at Rio Real, Rio Del Valle and Rio Rosales was approved and work began over the summer.

Reed RRO. RR, RDV, RDN HVAC08112020183845.pdf (892 KB)

Administrative Content

Executive Content

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

Rio School District
CONSTRUCTION SERVICES AGREEMENT (CUPCCAA PROJECT)

EXHIBIT B - SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>131,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0</u>
Other Expenses	\$ <u>0</u>
Total Amount not to exceed	\$ <u>131,000.00</u>
Deposit	\$ <u>0</u>
Balance Due after Completion of Services	\$ <u>131,000.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Payment in Full Due upon Completion Minus 5% Retainage withheld until Notice of Completion is filed (District will allow Progress Payments for Materials & Etc. on this project)

ADDITIONAL COSTS OF EXPENSES: None at this time

Rio School District
 CONSTRUCTION SERVICES AGREEMENT (CUPCCAA PROJECT)

the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

- 29. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
- 30. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 31. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

<u>Rio School District</u> District	<u>Reed Mechanical Systems, Inc.</u> Provider
By: _____ Signature	_____ Signature
<u>Wael Saleh</u> Name	<u>Tom Reed</u> Name
<u>Assistant Superintendent, Bus & Admin</u> Title	<u>Owner</u> Title

Rio School District
CONSTRUCTION SERVICES AGREEMENT (CUPCCAA PROJECT)

EXHIBIT A - STATEMENT OF WORK

DESCRIPTION OF WORK: Covid-19 HVAC Service & Filter Upgrade at Rio Real E.S., Rio Del Valle M.S. Rio Rosales E.S. and Rio Del Norte E.S. (SEE SCOPE OF WORK SECTION OF THIS CONTRACT/PROJECT FOR SPECIFIC SERVICES TO BE PROVIDED AT EACH OF THE 4 SCHOOL SITES. (PART OF BID PACKAGE)

WORK SCHEDULE: Monday thru Saturday 7am to 7pm Until finished



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

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

CONSTRUCTION SERVICES AGREEMENT

**RE: Project #20-11L Covid-19 HVAC Service & Filter Upgrade at Rio Real E.S., Rio Del
Valle M.S. Rio Rosales E.S. and Rio Del Norte E.S.
(CUPCCAA PROJECT)**

District Purchase Order Number

Bid Received on 7 21 2020

Contractor Proposal/Quotation Number

This Agreement (the "Agreement") is made and entered into this 21st day of July, 2020 by and between Rio School District (hereinafter referred to as "District") and **REED MECHANICAL SYSTEMS, INC.**, (hereinafter referred to as "Provider.")

PROVIDER.

Reed Mechanical Systems, Inc.

Provider

(805) 768-6824

Telephone Number

4300 N. Ventura Ave

Street Address

(805) 768-6825

Fax Number

Ventura, Ca. 93001

City, State, Zip code

tomr@reedmechsys.com

E-mail Address

45-3678380

Tax Identification or Social Security Number

957662

License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other _____

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

Covid-19 HVAC Service & Filter Upgrade at Rio Real E.S., Rio Del Valle M.S. Rio Rosales E.S. and Rio Del Norte E.S.
Rev. 612/2020
RSD #20-11L

9.41



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.41 Ratification of agreement from MM Mechanical for fixture replacement at Rio Real, Rio Del Valle, and Rio Rosales.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	197,762.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the ratification of the agreement between MM Mechanical and RSD for fixture replacement.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Due to COVID 19, Rio School District entered into an agreement with MM Mechanical to replace the fixtures and plumbing with touchless fixtures at Rio Real, Rio Del Valle and Rio Rosales. Work has begun over the summer.

[MM RRO. RR, RDV, RDN 20-12L08112020190833.pdf \(865 KB\)](#)

Administrative Content

Executive Content

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(805) 604-7825 ~ www.rioschools.org

**CONSTRUCTION SERVICES AGREEMENT
CUPCCAA PROJECT**

**RE: Project #20-12L Covid-19 Touchless Plumbing Fixture Replacements at Rio Real
Elementary School, Rio Del Valle Middle School and Rio Rosales Elementary School
CUPCCAA Project**

_____ Bid Form 00210 Received on 7/15/2020
District Purchase Order Number Contractor Proposal Quotation Number

This Agreement (the "Agreement") is made and entered into this 30th Day of June 2020
by and between Rio School District (hereinafter referred to as "District") and
(hereinafter referred to as "Provider.")

PROVIDER.

MM Mechanical Inc. Telephone Number 805-745-1126
Provider

1027 Cindy Lane Fax Number 805-745-1126
Street Address

Carpinteria, Ca 93013 E-mail Address steven@mmmechanical.net
City, State, Zip code

770526774 License Number (if applicable) 774231
Tax Identification or Social Security Number

Type of Business

- Individual
- Partnership
- Other _____
- Sole Proprietorship
- Corporation

EXHIBIT A - STATEMENT OF WORK

DESCRIPTION OF WORK: See Scope of Work Section as a part of this CUPCCAA Solicitation and Agreement for COVID 19 Touchless Plumbing Fixture Replacements at Rio Real Elementary School, Rio Del Valle Middle School and Rio Rosales Elementary School. (Separate Scopes of Work for Each School Site)

WORK SCHEDULE: Monday thru Saturday 7am to 7pm until complete. Once School starts and students are onsite on August 26, 2020 contractor will be required to change work schedule as required. (District shall work with Contractor and each school sites Administrators to allow work to be completed during school hours due to need to complete to Address COVID 19 Concerns)

Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT B - SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>197,762.00</u>
Actual and Necessary Travel Expenses	\$ <u>0</u>
Other Expenses	\$ <u>0</u>
Total Amount not to exceed	\$ <u>197,762.00</u>
Deposit	\$ <u>0</u>
Balance Due after Completion of Services	\$ <u>197,762.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Payment in Full Due upon Completion Minus 5% Retainage withheld until Notice of Completion is filed (District will allow progress payments thru to completion)

ADDITIONAL COSTS OF EXPENSES: None at this time

Rio School District
CONSTRUCTION SERVICES AGREEMENT

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

- 31. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Rio School District
District

MM Mechanical, Inc.
Provider

By: _____
Signature

Signature

Wael Saleh
Name

Steven Vior
Name

Assistant Superintendent, Bus & Admin
Title

President
Title

9.42



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.42 Ratification of agreement from Precision Plumbing for fixture replacement at Rio Plaza.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	56,335.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the ratification of the agreement between Precision Plumbing and RSD for fixture replacement.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Due to COVID 19, Rio School District entered into an agreement with Precision Plumbing to replace the fixtures and plumbing with touchless fixtures at Rio Plaza. Work has begun over the summer.

Precision Plumbing 20-13L08112020191554.pdf (715 KB)

Administrative Content

Executive Content

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(805) 604-7825 ~ www.rioschools.org

CONSTRUCTION SERVICES AGREEMENT CUPCCAA PROJECT

**RE: Project #20-13L Covid-19 Touchless Plumbing Fixture Replacements at Rio Plaza
Elementary School
CUPCCAA Project**

(Forthcoming)
District Purchase Order Number

Bid Form Received on June 29, 2020
Contractor Proposal Quotation Number

This Agreement (the "Agreement") is made and entered into this 30th Day of June 2020
by and between **Rio School District** (hereinafter referred to as "District") and **John Bascom Inc.**
DBA Precision Plumbing Mechanical (hereinafter referred to as "Provider.")

PROVIDER.

Precision Plumbing Mechanical
Provider

(805) 529-4748
Telephone Number

5350 Gabbert Rd
Street Address

(805) 529-5433
Fax Number

Moorpark, Ca. 93021
City, State, Zip code

Daniel@ppmemail.com
E-mail Address

77-0132977
Tax Identification or Social Security Number

533836
License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Rio School District
CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A - STATEMENT OF WORK

DESCRIPTION OF WORK: See Scope of Work Section as a part of this CUPCCAA Solicitation and Agreement for COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School

WORK SCHEDULE: Monday thru Saturday 7am to 7pm until complete.

EXHIBIT B - SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>56,335.00</u>
Actual and Necessary Travel Expenses	\$ <u>0</u>
Other Expenses	\$ <u>0</u>
Total Amount not to exceed	\$ <u>56,335.00</u>
Deposit	\$ <u>0</u>
Balance Due after Completion of Services	\$ <u>56,335.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Payment in Full Due upon Completion Minus 5% Retainage withheld until Notice of Completion is filed

ADDITIONAL COSTS OF EXPENSES: None at this time

Rio School District
CONSTRUCTION SERVICES AGREEMENT

31. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Rio School District
District

Precision Plumbing Mechanical
Provider

By: _____
Signature

Signature

Wael Saleh
Name

Daniel Bascom
Name

Assistant Superintendent, Bus & Admin
Title

Project Manager
Title

9.43



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.43 Ratification of agreement from MM Mechanical for COVID 19 touchless plumbing fixtures at Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	57,983.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the ratification of the agreement with MM Mechanical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Due to the COVID 19 Virus, Rio School awarded Project #20-16L to MM Mechanical Systems to Replace plumbing fixtures with touchless plumbing fixtures at Rio Del Sol.

[MM 16L08112020195514.pdf \(932 KB\)](#)

Administrative Content

Executive Content

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

CONSTRUCTION SERVICES AGREEMENT

RF: Project #20-161 Covid-19 Touchless Plumbing Fixture Replacements at Rio Del Sol STEAM Academy

District Purchase Order Number

Contractor Proposal/Quotation Number

This Agreement (the "Agreement") is made and entered into this June 30th, 2020 by and between Rio School District (hereinafter referred to as "District") and MM Mechanical, Inc. (hereinafter referred to as "Provider.")

PROVIDER.

MM Mechanical, Inc.
Provider

(805) 745-1126
Telephone Number

1027 Cindy Lane
Street Address

(805) 745-1116
Fax Number

Carpinteria, CA. 93013
City, State, Zip code

steven@mmmechanical.net
E-mail Address

Tax Identification or Social Security Number

774231
License Number (if applicable)

Type of Business

- Individual
- Partnership
- Other _____

- Sole Proprietorship
- Corporation



CA DIR Public Works Registration #1000004518

Bid Proposal

Date: 6/29/20

Project: 20-16L COVID Plumbing fixtures replacement at rio del sol STEAM

Bid To: El Rio U.S.D

Location: Rio Del Sol, El Rio Ca

Phone:

Bid Date: 6/16/20

Fax / e-mail:

Bid Time: -

Attention: Jesus Ibarra

Addenda Noted: None.

Scope: Cost to remove existing fixtures and modify to make fixtures touchless. MM will also change toilet seats and install self-cleaning toilet seat covers. Multiple fixture angle stops will be nonoperational, MM will replace all broken angle stops via t and materials. Bubblers on classroom sinks will be removed and properly capped. New supply lines from stops to faucets will be installed. Also see optional pricing to remove manual hi low drinking fountains and replace with single ada sensor operated bottle filling stations. MM will also attempt to retro baby devro toilets as another option. All prices below are installed per fixture for a quantity of 1.

23 classroom sinks	\$17,779
12 Lavatory Faucet	\$8,376.00
6 Culinary Foot Pedal	\$11,388.00
WC Sani Seat auto	\$17,115
Baby Retro touchless	\$2,188.00
Bond	\$1,137.00
Total base Bid	\$57,983.00
Angle stop Budget	\$1,000.00 budget for replacement of broken angle stops, not included in base bid. School is new not many broken angle stops are anticipated.

This bid is good for 30 calendar days from 6/29/20.

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

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

Acceptance of this proposal shall be only by signature below.

Accepted: _____ Date: _____

EXHIBIT A - STATEMENT OF WORK

DESCRIPTION OF WORK: See MM Mechanical's attached Proposal for scope of work for Project 20-16L COVID 19 Touchless Plumbing Fixture Replacements at Rio Del Sol STEAM Academy

WORK SCHEDULE: Monday thru Friday 7am to 7pm until complete.

Rio School District
CONSTRUCTION SERVICES AGREEMENT

30. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
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IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Rio School District
District

By: _____
Signature

Wael Saleh
Name

Assistant Superintendent, Bus & Admin
Title

MM Mechanical Inc.
Provider

Signature

Steven Vior
Name

President
Title

9.44



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.44 Ratification of agreement with Got Shade for Rio Rosales.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	51,295.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the ratification of the agreement with Got Shade for Rio Rosales be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Due to the COVID 19 Virus, Got Shade provided a contract to install Shade Sails between Classroom Buildings C & D, E & F at Rio Rosales so that outdoor classrooms can be an alternative to classrooms.

Got Shade08112020201237.pdf (343 KB)

Administrative Content

Executive Content

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GOT SHADE

20-221
w/Band

CA. Lic. # 942823 / NV. Lic. # 76102

23371 MULHOLLAND DR #410, WOODLANDHILLS, CA. 91364
(818) 222-8541 / Office

PROPOSAL & ACCEPTANCE

DIR #1000038230

²⁰²⁰
Date: July 17, 2017
To: Rio School District Keith Henderson 805-264-4133
Project: Rio Rosales Elementary School - 1001 Kohala Street, Oxnard, Ca. 93036
Job: Shade Sails

1. Shop fabricate (36) shade sail mounting plates. 4"x3"x1/4" thick with 1/2" thick 3" diameter half rings.
2. Weld in place on existing steel fascia members.
3. Prime coat as needed.
4. Measure for custom shade sails. Allow for (2) weeks to custom fabricate shade sails.
5. Install (8) custom shade sails.

Excludes: Permits, engineering, street use permits, any associated city / school fee's needed for our construction, special inspections, sheet metal and painting.

Note: 1. Shade sails material to be ALNet. 10 year warranty on shade cloth material. We use Gore Tenara thread projected to last the life of the shade sails and canopies. California Fire Marshal approved.
2. Shade sails fabricated locally. Made in the USA.
3. Prevailing wages - Yes. Bond - Yes
4 (2) areas 96' x15' up to 2,880 total square feet.

Fifty one thousand two hundred ninety five dollars and no/100 \$51,295

Payments made as follows: 70% due after building mounts are installed and measurements are taken. 30% due upon final.
All material is guaranteed to be as specified. All work to be completed in a work like manner according to standard practices. Any deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are covered by workman's compensation insurance

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

Date of Acceptance _____ Signature _____

DEREK WARNER
GOT SHADE

C:\Users\Derek\Desktop\Got Shade\Jobs-2020\Rio Rosales ES\Shade proposal2 doc

CFR
20-221
RIO ROSALES
SHADE SAILS

9.45



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.45 Ratification of agreement with MM Mechanical for replacing plumbing fixtures at the Rio District Office with touchless plumbing fixtures
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	29,674.00
Budgeted	Yes
Recommended Action	It is recommended that the ratification of the agreement with MM Mechanical for the replacement of touchless fixtures be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Due to the COVID 19 Virus, an agreement with MM Mechanical was prepared to replace the plumbing fixtures at the District Office with touchless fixtures.

[20-23L COVID 19 Touchless @ District Office MM Proposal.pdf \(38 KB\)](#)

Administrative Content

Executive Content

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MECHANICAL, INC.
PLUMBING AND PIPING CONTRACTORS

CA DIR Public Works Registration #1000004518

Bid Proposal

Date: 6/19/20

Project: Covid Preparedness Touchless Fixtures
Location: Rio unified district offices 3rd floor
Bid Date: 6/19/20
Bid Time:

Bid To: El Rio Unified
Phone:
Fax / e-mail:
Attention: K Henderson

Addenda Noted: None.

Scope: Cost to remove and replace existing manually operated fixtures with new battery powered hands-free faucets as discussed during onsite job walk. MM will remove the qty of 4 urinals flush valves, 12 water closet flush valves, 1 breakroom faucet, and 2 drinking fountains and replace with batter powered touchless. Some minor pain touch up may be required at bottle filler stations. Bid based on standard working hours. One shut down will likely be required to replace angle stops that are nonoperational. MM will replace all broken stops free of charge. Sini seat retro seat cover dispensers will be provided at all toilets as part of the base bid below. Price includes bond. See alt add for overtime at bottle filler stations, drilling and minor framing may be disruptive to occupants.

Total Bid \$29,674.00
Alt O.T bottle filler \$780.00

This bid is good for 30 calendar days from 6/19/20.

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

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

Acceptance of this proposal shall be only by signature below.

Accepted: Wael Saleh, Assistant Sup. Date: 6/19/2020

Bid Submitted by:
Steven Vior

9.46



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.46 Ratification of agreement with Channel Islands Roofing to replace the rain gutter at Rio Del Valle.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	30,598.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the ratification of the agreement with Channel Islands Roofing to replace the rain gutter at Rio Del Valle.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio School District awarded Channel Islands Roofing Project #20-24L to remove and replace a deteriorated rain gutter at Rio Del Valle.

Rio Del Valle Gutter- Signed.pdf (886 KB)

Administrative Content

Executive Content

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June 17, 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 93036
(805) 485-1622
(805) 485-8634 FAX

ATTN: Keith Henderson
RE: Rio Del Valle
Gutters

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

1. Remove existing gutters at portable buildings, main classroom buildings, breezeways, kitchen & MPR building and haul away.
2. Install new 5" K-Style aluminum seamless gutters with new outlets going into existing downspouts. (Color chosen by district)
3. Upon completion excessive debris from our work shall be removed.

BASE BID: \$30,598.00

Notes:

1. Price quoted good thirty (30) days.
2. Work to be completed during regular weekday hours.
3. Labor figured at current Ventura County Prevailing Wage rates.
4. Workmanship guaranteed for five (5) years from date of completion.

Submitted By: 

Richard Farrell, President Date

Accepted By: 

6/23/2020

Date

9.47



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.47 Ratification of purchasing 432 Lenovo 100e Chromebooks
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	Yes
Dollar Amount	114,766.20
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing the Lenovo 100e Chromebooks

Public Content

Speaker: Jarkko Myllari

Rationale: To be able start the school year 2020-2021 in distance learning and to replace the year 8 student devices on all grade levels, staff recommends purchasing all Lenovo 100e Chromebooks available in stock. Regarding student computers, Lenovo 100e has been the District standard since 2018.

233439.pdf (115 KB)

Administrative Content

Executive Content

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



MJP Quote

TECHNOLOGIES, INC.

MJP Technologies, Inc
3036 Seaborg Ave, Suite A
Ventura, CA 93003

Date:	7/27/2020
Estimate #	233439

Name / Address	Ship To		
Rio School District 1800 Solar Drive 3rd floor **EMAIL ONLY!! ** Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036		
	P.O. #		
	Contact: Jarkko		
Description	Qty	Cost	Total
Lenovo 100e Chromebook (2nd Gen) 81MA - Intel Celeron N4020 / 1.1 GHz - Chrome OS - 4 GB RAM - 32 GB eMMC eMMC 5.1 - 11.6" TN 1366 x 768 (HD) - UHD Graphics 600 - Wi-Fi, Bluetooth - black - kbd: US Interfaces: 2 x USB 3.1 Gen 1 2 x USB-C 3.1 Gen 1 (Power Delivery) Headphone/microphone combo jack Dimensions (WxDxH): 11.4 in x 8 in x 0.8 in Weight: 2.67 lbs Manufacturer Warranty: Limited warranty - 1 year - carry-in *CMAS Contract #:3-17-70-1811 AE, Valid Till March 31st, 2022	432	215.00	92,880.00T
California Electronic Waste Recycling Fee (**NEW RATES** Effective as of Jan. 1, 2020): -\$4: 4" to 14.9" display -\$5: 15" to 34.9" display -\$6: 35" display and above	432	4.00	1,728.00
GOOGLE INC : Google Chrome OS Management Console License, Education Chromebook White Glove Service, per device (no cart)	432	26.00	11,232.00
	432	4.00	1,728.00
-Unbox Device -Assemble Power Adapter -Power On Device -Configure WiFi information on Chromebook -Update to Latest Chrome Operating System -Add to Google Enterprise Management System -Test Device and Power Off -Add Asset Tag to Device (Asset Tag Provided by End User) -Scan Serial Number into Spreadsheet that Corresponds with Asset Tag -Deliver (or ship) to End User (ground floor)			
*NOTE: Devices must be shipped here for White Glove Services: MJP Technologies, Inc 3036 A Seaborg Avenue Ventura, CA 93003 Device Make/Model: Acer C733 Chromebooks			
Subtotal: \$107,568.00	Sales Tax: (7.75%) \$7,198.20		Total \$114,766.20
Quote Valid Until: 07/31/2020			
Quote valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.			

Date: _____

Print Name: _____

Customer Signature: _____

Phone #: 805-981-9511

Fax #

805-981-3775

E-mail:

orders@mjp.net

Web Site:

www.mjp.net

9.48



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.48 Ratification of purchasing 2000 Lenovo 100e Chromebooks
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	Yes
Dollar Amount	438,660.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing Lenovo 100e Chromebooks

Public Content

Speaker: Jarkko Myllari

Rationale: To be able start the school year 2020-2021 in distance learning and to replace the year 8 student devices on all grade levels, staff recommends purchasing Lenovo 100e Chromebooks. Regarding student computers, Lenovo 100e has been the District standard since 2018.

[Req419719.pdf \(121 KB\)](#)

Administrative Content

Executive Content

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.



MJP Quote

TECHNOLOGIES, INC.

MJP Technologies, Inc
3036 Seaborg Ave, Suite A
Ventura, CA 93003

Date:	6/15/2020
Estimate #	232899

Name / Address	Ship To		
Rio School District 1800 Solar Drive 3rd floor **EMAIL ONLY!! ** Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036		
	P.O. #		
	Contact: Jarkko		
Description	Qty	Cost	Total
Lenovo 100e Chromebook 2nd Gen AST, AMD A4-9120C (1.60 GHz, 1 MB), 11.6 1366x768 Non-Touch, Google Chrome, 4.0GB, 1x32GB eMMC, Black/Gray, Radeon R4, QCA6174A 2x2ac, 720p HD Cam&Mic, 3 Cell Li-Pol 47Wh, 1 Year Mail-in Google AUE Jun 2026 *CMAS Contract #:3-17-70-1811 AE, Valid Till March 31st, 2022 California Electronic Waste Recycling Fee (**NEW RATES** Effective as of Jan. 1, 2020): -\$4: 4" to 14.9" display -\$5: 15" to 34.9" display -\$6: 35" display and above GOOGLE INC : Google Chrome OS Management Console License, Education Chromebook White Glove Service, per device (no cart)	2,000	172.00	344,000.00T
	2,000	4.00	8,000.00
	2,000	26.00	52,000.00
	2,000	4.00	8,000.00
-Unbox Device -Assemble Power Adapter -Power On Device -Configure WiFi information on Chromebook -Update to Latest Chrome Operating System -Add to Google Enterprise Management System -Test Device and Power Off -Add Asset Tag to Device (Asset Tag Provided by End User) -Scan Serial Number into Spreadsheet that Corresponds with Asset Tag -Deliver (or ship) to End User (ground floor)			
*NOTE: Devices must be shipped here for White Glove Services: MJP Technologies, Inc 3036 A Seaborg Avenue Ventura, CA 93003			
Device Make/Model: Lenovo 100e Chromebooks			
Subtotal: \$412,000.00	Sales Tax: (7.75%) \$26,660.00		Total \$438,660.00
Quote Valid Until: 07/15/2020			
Quote valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.			

Date: _____

Print Name: _____

Customer Signature: _____

Phone #: 805-981-9511

Fax #

805-981-3775

E-mail:

orders@mjp.net

Web Site:

www.mjp.net

9.49



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.49 Ratification of purchasing 6400 teacher and student headsets
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	Yes
Dollar Amount	66,512.16
Budgeted	Yes
Budget Source	Learning Loss Mitigation
Recommended Action	Staff recommends purchasing the headsets for distance and mixed learning models.

Public Content

Speaker: Jarkko Myllari

Rationale: To be able start the school year 2020-2021 in a full distance learning mode and to potentially continue with the mixed learning model, staff recommends purchasing headsets for both students and teachers as well as accounting for breakage. The headsets improve the audio quality when video conferencing or recording, both critical activities when learning or teaching online.

[Req429230.pdf \(24 KB\)](#)

Administrative Content

Executive Content

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subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



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

Created Date 7/24/2020 3:09 PM

Expiration Date 8/23/2020

Quote Number Q-08809

Prepared By Marc Netka

Account Name Rio School District

Email marc.netka@stseducation-us.com

Contact Name Jarkko Mylläri

Fax (888) 801-3381

Phone (805) 485-3111

Email jmyllari@rioschools.org

Bill To Name Rio School District

Ship To Name Rio School District

Bill To 1800 Solar Drive

Ship To Warehouse
1800 Solar Drive

Oxnard, CA 93030

Oxnard, CA 93030

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
6,400	Misc Equip Sold - New	Smart-Trek Deluxe Stereo Headset with In-Line Volume Control and 3.5mm TRRS Plug SKU:ST2BK	\$9.69	\$62,016.00
1	Fed Express	Federal Express Ground	\$0.00	\$0.00

Total Price \$62,016.00

Tax \$4,496.16

Grand Total \$66,512.16

All sales are subject to applicable sales tax at the time of shipment.

Financing options available on Approved Credit.

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

<https://www.stseducation-us.com/>

9.50



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.50 Ratification of a 6-month contract with AT&T for 100 Hotspots for students and staff
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	Yes
Dollar Amount	30,099.00
Budgeted	Yes
Budget Source	Learning Loss Mitigation
Recommended Action	Staff recommends contracting AT&T for internet hotspots for students and staff.

Public Content

Speaker: Jarkko Myllari

Rationale: To be able start the school year 2020-2021 in distance learning and to potentially continue with the mixed learning model, staff recommends contracting AT&T for internet hotspots for students and in some cases staff when their connectivity needs improving.

[RIO School District Proposal.pdf \(45 KB\)](#)

Administrative Content

Executive Content

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Rio School District Proposal:

100 Lines Proposal:

\$0.99 per device x 100 units = \$99.00 + sales tax as a one-time charge that is billed

\$50 per line for Unlimited Data and Content Control = \$5,000 per month, not including taxes

\$40 per line for Unlimited Data with No Content Control = \$4000 per month, not including taxes

200 Lines Proposal:

\$0.99 per device x 200 Units= \$198.00 + sales tax as a one-time charge that is billed

\$50 per line for Unlimited Data and Content Control = \$10,000 per month, not including taxes

\$40 per line for Unlimited Data and No Content Control = \$8000 per month, not including taxes

***When ordering the hotspots, or when they are not in use, the devices can be put on a \$5.00 per month rate plan to reduce costs. This also holds the unit until they are needed. You then can let us know what devices to activate and we will move them over to the unlimited rate plan. (This will allow us to control cost significantly).**

****Compatible devices only. Fees, charges, and restrictions apply. Terms subject to change. See att.com/coveragemex (https://att.com/coveragemex) for complete details.**

This information is provided to you 'as is' and for informational purposes only. The rate(s) quoted above are estimates of the monthly charges for the identified plans (which may include, subject to availability / eligibility, certain contractual discounts - see applicable business agreement for details) and are based on information provided by the customer. Actual savings, if any, and costs may vary. AT&T disclaims all warranties including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall AT&T be liable for any damages relating to the use or results of the calculator. Rates are for the identified plans only, and do not include additional devices, features or services. Activation fee, additional deposits and other restrictions may apply. Mobile Share plan unlimited talk and text for phones only. Installment plans require qualifying credit & wireless service plan (voice & data for smartphones, data for tablets) . Sales tax due at sale. If service is cancelled, device balance is due. © 2020 AT&T Intellectual Property. All Rights Reserved. AT&T, Globe logo, DIRECTV, and all other DIRECTV marks contained herein are trademarks of AT&T Intellectual Property and/ or AT&T affiliated companies. All other marks are the property of their respective owners. AT&T Mobility, 1055 Lenox Park Blvd., Atlanta, GA 30319-5309, United States of America.

9.51



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.51 Ratification of purchasing 134 HP G7 Chromebooks
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	Yes
Dollar Amount	31,893.14
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing 134 HP G7 Chromebooks for the summer programs and the reopening in fall 2020.

Public Content

Speaker: Jarkko Myllari

Rationale: To ensure replacement devices for the summer programs in 2020 and to be able start the school year 2020-2021 in distance learning, staff recommends purchasing Chromebooks from the vendors that have the stock. HP G7 Chromebook meets the District standards.

[Req411170.pdf \(25 KB\)](#)

Administrative Content

Executive Content

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Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	5/8/2020 9:48 AM
		Expiration Date	6/7/2020
		Quote Number	Q-06983
Prepared By	Marc Netka	Account Name	Rio School District
Email	marc.netka@stseducation-us.com	Contact Name	Jarkko Mylläri
Fax	(888) 801-3381	Phone	(805) 485-3111
		Email	jmyllari@rioschools.org
Bill To Name	Rio School District	Ship To Name	Rio School District
Bill To	2500 Vineyard Avenue Oxnard, CA 93036	Ship To	Warehouse 2500 Vineyard Avenue Oxnard, CA 93036-1309

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
134	HP Chromebook 11 G7-16GB	HP Chromebook 11 G7 EE Celeron N4000 4GB RAM 16GB Chromebook, 11.6" Non-Touch - P/N: 6QY22UT#ABA	\$189.00	\$25,326.00
134	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$26.00	\$3,484.00
134	1yr Mail In MFR Wnty	1yr Mail-In Manufacturer Warranty	\$0.00	\$0.00
134	White Glove - Chromebook	White Glove Service for Chromebook; <ul style="list-style-type: none"> • Un-box all PCs and thoroughly inspect them for any physical damages or blemishes. • Update the Chrome OS to the latest version • Enrollment of the device to the customer's domain • Move the devices into your specific OU (Organizational Unit) • Applying Network configuration settings • Asset tag(customer provided) • Serial number mapping file(excel) • Repackage all equipment and prepare the PCs for shipment/delivery to the final location per the required schedule. 	\$8.00	\$1,072.00
1	Local Delivery - CA	Local Delivery Charge - CA	\$175.00	\$175.00

Total Price	\$30,057.00
Tax	\$1,836.14
Grand Total	\$31,893.14

All sales are subject to applicable sales tax at the time of shipment.

Financing options available on Approved Credit.

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

<https://www.stseducation-us.com/>

9.52



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.52 Approval of renewing Story Maker 3D animation software site licenses and support for 2020-2021
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 31, 2020
Fiscal Impact	Yes
Dollar Amount	34,250.00
Budgeted	Yes
Budget Source	Title I
Recommended Action	Staff recommends renewing the Story Maker site licenses (8 sites) and support contract.

Public Content

Speaker: Jarkko Myllari

Rationale: Story Maker approach to creating 3D animations matches the District efforts on supporting Rio students' language learning and technology literacy skill development in the 5C's framework. In addition to the unique 3D animation software and providing the corresponding technology support, Wonder Media is also capable of producing pedagogical materials, guidelines and support for teachers in planning and coordinating District and site wide work on language learning.

[Rio School District Renewal Proposal part two 8.7.2020.docx \(121 KB\)](#)

[Rio School District Renewal Proposal 3.5.2020.docx \(109 KB\)](#)

Administrative Content

Executive Content

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wonder media

Rio School District - Renewal Proposal – Part Two – 8/7/2020

Description of Products and Services	Duration	Cost	Quantity	Total
Wonder Media Story Maker™ and Animation Now! Licenses for Rio Real (current expiration September 30, 2020)	9 months 10/1/20 - 6/30/21	\$3000 site license	1	\$ 3000.00
Wonder Media Story Maker™ and Animation Now! Licenses for Rio Lindo (current expiration September 30, 2020)	9 months 10/1/20 - 6/30/21	\$3000 site license	1	\$ 3000.00
Wonder Media Story Maker™ and Animation Now! Licenses for Rio Vista (current expiration September 30, 2020)	9 months 10/1/20 - 6/30/21	\$3000 site license	1	\$ 3000.00
Wonder Media Story Maker™ and Animation Now! Licenses for Rio del Valle Jr High (current expiration June 30, 2020)	12 months 7/1/20 - 6/30/21	\$4000 site license	1	\$ 4000.00
Wonder Media Story Maker™ and Animation Now! Licenses for Rio Plaza (current expiration June 30, 2020)	12 months 7/1/20 - 6/30/21	\$4000 site license	1	\$ 4000.00
Wonder Media Story Maker™ and Animation Now! Licenses for Rio Rosales (current expiration June 30, 2020)	12 months 7/1/20 - 6/30/21	\$4000 site license	1	\$ 4000.00
Post Training Support for Story Maker				
Package of 10 hours of ongoing professional support for Rio Real	Hourly	\$75.00 per hour	10	\$ 750.00
Package of 10 hours of ongoing professional support for Rio Lindo	Hourly	\$75.00 per hour	10	\$ 750.00
Package of 10 hours of ongoing professional support for Rio Vista	Hourly	\$75.00 per hour	10	\$ 750.00
Package of 10 hours of ongoing professional support for Rio del Valle Jr High	Hourly	\$75.00 per hour	10	\$ 750.00
Package of 10 hours of ongoing professional support for Rio Plaza	Hourly	\$75.00 per hour	10	\$ 750.00
Package of 10 hours of ongoing professional support for Rio Rosales	Hourly	\$75.00 per hour	10	\$ 750.00
WonderGroveLearn and Habits of Mind				
Access for Rio Real to the animations on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	9 months	\$188.00 per Seat License / Classroom	1	No Charge
Access for Rio Lindo to the animations on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	9 months	\$188.00 per Seat License / Classroom	1	No Charge
Access for Rio Vista to the animations		\$188.00 per Seat	1	No Charge

on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	9 months	License / Classroom		
Access for Rio del Valle Jr High to the animations on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	12 months	\$188.00 per Seat License / Classroom	1	No Charge
Access for Rio Plaza to the animations on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	12 months	\$188.00 per Seat License / Classroom	1	No Charge
Access for Rio Rosales to the animations on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	12 months	\$188.00 per Seat License / Classroom	1	No Charge
			TOTAL	\$25,500.00

Order Information

Terms: Net 30
Proposal Expiration Date: 9/7/2020
Contact Name: Jarkko Mylläri, Director of Technology
School/District: Rio School District
Phone (s): 805 294 8150
Email: jmyllari@rioschools.org

Contact Information
Prepared by: Jennifer Jacobson
Date created: 8/7/2020
Phone: 818-574-3550
Email: jjacobson@wondermediagroup.net
Company Address: Wonder Media, LLC •
 21122 Vanowen St., Canoga Park, CA 91303

Terms and Conditions

Use of the Wonder Media Intellectual Property is subject to Wonder Media's Terms and Conditions:

Rio School District ("the School / District") acknowledges and agrees that during the license of Wonder Media Story Maker® and the Animation Now software ("the Wonder Media Tools") that the School/District will receive, from Wonder Media, confidential information relating to Wonder Media's proprietary software, the animation library and production protocols, including information and techniques required to apply and implement specific production functions of the Wonder Media Tools.

The School/District agrees that the Wonder Media Tools may be used by the School/District only within the School/District, for education purposes, and for no other commercial purpose outside of the School/District.

The School/District agrees not to misuse the Services, Software, or content provided to the School/District by Wonder Media as part of this agreement. For example the School/District must not:

- (a) copy, modify, host, stream, sublicense, or resell the Services, Software, or content;
- (b) enable or allow others to use the Service, Software, or content using your account information;
- (c) use the content or Software included in the Services to construct any kind of database;
- (d) access or attempt to access the Services by any means other than the interface we provided or authorized;
- (e) circumvent any access or use restrictions put into place to prevent certain uses of the Services;
- (f) share content or engage in behavior that violates anyone's Intellectual Property Right ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.);
- (g) upload or share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (i) attempt to disable, impair, or destroy the Services, software, or hardware;
- (j) disrupt, interfere with, or inhibit any other user from using the Services (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way),
- (k) engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;
- (l) place advertisement of any products or services in the Services except with our prior written approval;
- (m) use any data mining or similar data gathering and extraction methods in connection with the Services; or
- (n) violate applicable law.

The School/District agrees to keep the Wonder Media Tools confidential and not to copy, distribute or otherwise disclose functionality of the Wonder Media Tools to third party individuals outside of the School/District.

Wonder Media is granting the School/District a non-exclusive license to use the Wonder Media Tools for non-commercial education purposes only. The School/District and the students who have access to the license of the Wonder Media Tools inside of the School/District will not use any of the Wonder Media Tools to generate revenues.

The undersigned represents that he is fully authorized to sign on behalf of, and to legally bind the School/District.

The System Environment Requirements may change from time to time upon notice from Wonder Media to the District.

Additional taxes and fees may apply.

All purchased training shall expire twelve (12) months from the date of purchase.

Purchase Commitment:

Purchase via (check the desired option):

Purchase Order Number: _____

Check will be mailed _____

Quote/Invoice # _____

This Purchase and Pricing Agreement is valid for 30 days from the Effective Date unless accepted in writing with the expected purchase date and returned to Wonder Media on or before the expiration date via mail or fax at 818 450 0404

Agreed and Accepted

For the Rio School District

Signature: _____ Date _____

Name: _____ Title: _____

For Wonder Media

Signature: _____ Date _____

Name: Terry Thoren Title: CEO, Wonder Media, LLC

wonder media

Rio School District - Renewal Proposal 3/5/2020

Description of Products and Services	Duration	Cost	Quantity	Total
Wonder Media Story Maker™ and Animation Now! Licenses for Rio del Norte	12 months 7/1/20 - 6/30/21	\$4000 site license	1	\$ 4000.00
Wonder Media Story Maker™ and Animation Now! Licenses for Rio del Sol	12 months 7/1/20 - 6/30/21	\$4000 site license	1	\$ 4000.00
Post Training Support for Story Maker				
Package of 5 hours of ongoing professional support for Rio del Norte	Hourly	\$75.00 per hour	5	\$ 375.00
Package of 5 hours of ongoing professional support for Rio del Sol	Hourly	\$75.00 per hour	5	\$ 375.00
WonderGroveLearn and Habits of Mind				
Access for Rio del Norte to the animations on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	12 months	\$188.00 per Seat License / Classroom	1	No Charge
Access for Rio del Sol to the animations on WonderGroveLearn and the 16 Habits of Mind for Research Purposes	12 months	\$188.00 per Seat License / Classroom	1	No Charge
			TOTAL	\$8,750.00

Order Information

Terms: Net 30
Proposal Expiration Date: 4/5/2020
Contact Name: Jarkko Mylläri, Director of Technology
School/District: Rio School District
Phone (s): 805 294 8150
Email: jmyllari@rioschools.org

Contact Information
Prepared by: Jennifer Jacobson
Date created: 3/5/2020
Phone: 818-574-3550
Email: jjacobson@wondermediagroup.net
Company Address: Wonder Media, LLC •
 21122 Vanowen St., Canoga Park, CA 91303

Terms and Conditions

Use of the Wonder Media Intellectual Property is subject to Wonder Media's Terms and Conditions:

Rio School District ("the School / District") acknowledges and agrees that during the license of Wonder Media Story Maker® and the Animation Now software ("the Wonder Media Tools") that the School/District will receive, from Wonder Media, confidential information relating to Wonder Media's proprietary software, the animation library and production protocols, including information and techniques required to apply and implement specific production functions of the Wonder Media Tools.

The School/District agrees that the Wonder Media Tools may be used by the School/District only within the School/District, for education purposes, and for no other commercial purpose outside of the School/District.

The School/District agrees not to misuse the Services, Software, or content provided to the School/District by Wonder Media as part of this agreement. For example the School/District must not:

- (a) copy, modify, host, stream, sublicense, or resell the Services, Software, or content;
- (b) enable or allow others to use the Service, Software, or content using your account information;
- (c) use the content or Software included in the Services to construct any kind of database;
- (d) access or attempt to access the Services by any means other than the interface we provided or authorized;
- (e) circumvent any access or use restrictions put into place to prevent certain uses of the Services;
- (f) share content or engage in behavior that violates anyone's Intellectual Property Right ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.);
- (g) upload or share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (i) attempt to disable, impair, or destroy the Services, software, or hardware;
- (j) disrupt, interfere with, or inhibit any other user from using the Services (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way),
- (k) engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;
- (l) place advertisement of any products or services in the Services except with our prior written approval;
- (m) use any data mining or similar data gathering and extraction methods in connection with the Services;
or
- (n) violate applicable law.

The School/District agrees to keep the Wonder Media Tools confidential and not to copy, distribute or otherwise disclose functionality of the Wonder Media Tools to third party individuals outside of the School/District.

Wonder Media is granting the School/District a non-exclusive license to use the Wonder Media Tools for non-commercial education purposes only. The School/District and the students who have access to the license of the Wonder Media Tools inside of the School/District will not use any of the Wonder Media Tools to generate revenues.

The undersigned represents that he is fully authorized to sign on behalf of, and to legally bind the School/District.

The System Environment Requirements may change from time to time upon notice from Wonder Media to the District.

Additional taxes and fees may apply.

All purchased training shall expire twelve (12) months from the date of purchase.

Purchase Commitment:

Purchase via (check the desired option):

Purchase Order Number: _____

Check will be mailed _____

Quote/Invoice # _____

This Purchase and Pricing Agreement is valid for 30 days from the Effective Date unless accepted in writing with the expected purchase date and returned to Wonder Media on or before the expiration date via mail or fax at 818 450 0404

Agreed and Accepted

For the Rio School District

Signature: _____ Date _____

Name: _____ Title: _____

For Wonder Media

Signature: _____ Date _____

Name: Terry Thoren Title: CEO, Wonder Media, LLC

9.53



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.53 Ratification of renewing EADMS/IO Education online assessment platform contract
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	Yes
Dollar Amount	30,399.27
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends ratifying the renewal of the District assessment platform contract.

Public Content

Speaker: Jarkko Myllari

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

[Req425480.pdf \(346 KB\)](#)

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.



Client Order

Q-72796

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

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

Prepared By: Kevin Mannion

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

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

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

20/21 School Year

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

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

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

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

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

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

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

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

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



Master Subscription Licenses & Services Agreement

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

Definitions.

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

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

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

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

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

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

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

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

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

2. License.

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

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

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

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

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

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

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

4. Reservation of Rights.

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

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

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

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

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

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

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

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

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

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

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

8. Hosting.

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

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

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

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

9. Fees and Payment.

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

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

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

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

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

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

10. Confidential Information.

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

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

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

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

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

11. Disclaimers.

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

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

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

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

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

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

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

14. Termination.

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

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

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

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

15. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ILLUMINATE EDUCATION, INC.

By: _____
Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: _____

CLIENT: Rio School District

By: 
Authorized Signature

Name: Jarkko Myllari

Title: Director of Technology

Date: 07 / 07 / 2020

9.54



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.54 Ratification of a Two (2) Month Contract for 150 Hotspots for Students Learning from Home
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	Yes
Dollar Amount	32,890.13
Budgeted	Yes
Budget Source	Learning Loss Mitigation
Recommended Action	Staff recommends ratifying a Two (2) Month Contract for additional 150 Hotspots for Students Learning from Home.

Public Content

Speaker: Jarkko Myllari

Rationale: In addition to the 500 student hotspots the District already has, more are needed to allow every student that doesn't have an internet connection at home to participate in distance learning and to access online learning resources. The contract can be continued month per month based on individual devices needed for summer programs and the use in fall 2020. The pooled 2 Gb monthly data limit has been proven to be adequate.

[Req409911.pdf \(118 KB\)](#)

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.



MJP Quote

TECHNOLOGIES, INC.

MJP Technologies, Inc
3036 Seaborg Ave, Sulte A
Ventura, CA 93003

Date: 5/6/2020

Estimate # 232452

Name / Address	Ship To		
Rio School District 1800 Solar Drive 3rd floor **EMAIL ONLY!! ** Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Rio School District TECHNOLOGY DEPT. 2500 E. Vineyard Ave. Oxnard, CA 93036		
	P.O. #		
	Contact: Jarkko		
Description	Qty	Cost	Total
*NOTE: For 1 Device at 2GB with KIDS per 2 Month			0.00
Verizon Plan, 2 GB per Device, per device 2 Month	150	62.40	9,360.00
MJP 5% management fee	150	4.68	702.00
A6-LG or similar device	150	125.00	18,750.00T
CyberReef KIDS INTERNET DEFENSE SHIELD per 2 Month	150	10.00	1,500.00
*NOTE: Additional fees may apply-- App.	150	7.50	1,125.00
*** Total for 2 Months****			
Subtotal: \$31,437.00	Sales Tax: (7.75%) \$1,453.13		Total \$32,890.13
Quote Valid Until: 06/30/2020			
Quote valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.			

Date: _____

Print Name: _____

Customer Signature: _____

Phone #: 805-981-9511

Fax #

805-981-3775

E-mail: orders@mjp.net

Web Site: www.mjp.net

9.55



Agenda Item Details

Meeting	Aug 19, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.55 Approval to Declare Obsolete E-waste Devices
Access	Public
Type	Action (Consent)
Preferred Date	Aug 19, 2020
Absolute Date	Aug 19, 2020
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of obsolescence of e-waste devices.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker: Jarkko Myllari

Rationale: To ensure appropriate and safe recycling and post-processing of the irreparable and obsolete technology devices, Technology Services recommend approving the list of e-waste devices.

[August 2020 Asset Tag Inventory Spreadsheet \(Obsolete\).pdf \(4,380 KB\)](#)

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.

Laptops

Total units: 160

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Laptop Cart
26096	28265	26754	37014	28282	26853	
26230	29450	27045	29170	25994	29108	
26156	28676	27496	33848	28294	29277	
26609	27486	29213	29073	31471	27988	
26569	27732	29125	35864	31561	28725	
26566	28511	25848	29736	30852	30180	
28089	28634	28096	35777	30240	30109	
26940	28097	28058	29062	26965	28385	
27655	31233	26739	28792	34667	30162	
28127	28521	28056	33098	37105	28398	
26688	28512	27958	33078	28811	30194	
26823	31135	26871	33829	28488	30178	
27498	28287	29133	32951	33639	28318	
32527	28615	29722	29155	26837	27815	
28199	27701	NXV7PAA024415150703400	27245	34778	27788	
28263	30172	28006	28418	33008	25928	
28108	29650	28919	25883	28857	27808	
28202	27049	31134	29758	33009	27791	
27485	27053	34671	30664	33766	25904	

Total units: 160

Laptops

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Laptop Cart
33342	29177	28846	28621	29018	28966	
27044	29590	34946	28483	28823	29792	
29933	29043	28863	28637	32999	31838	
29894	37024	30612	28308	28954	29099	
29893	29535	33014	28452	30620	37027	
27051	29700	28839	30219	34661	29046	
29935	35768	33058	29272	33061	28172	
29939	29358	32980	30171	28912	31907	
27154	29153	28977	28074	28959	31901	
27052	29335	28789	28451	33010	NXM89AA003328	
27046	26862	33859	30476	25887	33359	
28257	29607	33878	30182	34826	34537	
28091	26891	33812	27893	29710	28196	

Laptops

Total units: 143

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Serial # (If Asset Tag is Missing)	Asset Tag#	Asset Tag#
26841	33872	31292	29991	28422	NXV7PAA02441514AC43400				
28109	29257	26941	29404	28408					33804
28185	29346	34803	29405	25916					34795
28110	33140	32928	29410	28428					33439
33779	28818	25976	29412	28354					28290
26873	28751	28925	29989	34799					30155
35101	28901	32912	31223	28353					25889
29814	33016	32977	28886	25912					29007
34673	28819	33021	32996	28756					28968
29191	33944	28209	28961	28003					28801
29690	28855	28363	32961	31258					28911
26880	26932	28368	28881	34732	NXM89AA0033280A50F3400				
29660	30842	30142	34598	29025					33000
29312	28805	28040	33701	28830					33023
33837	28749	26753	33137	28374					28752
34959	28828	27816	32943	34545					29032
33683	26943	28397	33109	25908					28754
34965	29003	26743	33615	28405					33059
28041	27653	29071	32977	28356					28894

Laptops

Total units: 143

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Serial # (if Asset Tag is Missing)	Asset Tag#	Asset Tag#	Asset Tag#
34577	28759	34518	26941	28382	25897					
34710	28844	30208	28925	28366	34592					
33763	28796	28313	33021	25989	28361					
28022	32972	33824	34967	25952	25907					
33534	25886	30197	28925	25924	30206					
31905	28944	30734	33915	25960	28279					
31897	28896	28275	32912	25914	28378					
33369	28929	30152	31292	28369	25930					
31918	28950	29409	34803	28830	28421					
31903	33005	27679	32928	29025	31204					
31906	33913	29411	28375	34732	28419					
31913	33915	29408	28816	28756	31152					
29257	34967	29406	28814	31258	31335					

Total units: 160

Laptops

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Serial # (if Asset Tag is Missing)
31274	S1M57Y81	32975	28890	34820			
32923	26947	25875	28937	28848			
34576	28771	34509	33973	32968			
28747	33072	34966	28837	28768			
33029	33038	33053	33065	33089			
31317	26938	33805	33124	34572			
33912	28827	33031	32995	28873			
28838	29034	32949	28774	33063			
34730	32974	33930	32919	31320			
33759	28962	33891	32983	28755			
29001	29033	33169	28987	32957			
32956	28980	28914	28905	28904			
28826	NXV7PAA024415148183400	28898	28951	28906			
33876	33655	33814	28806	26942			
28935	28850	28797	26931	28931			
33844	34549	28922	28831	33068			
26676	27682	33013	34986	28965			
26675	32963	29026	28833	25877			
26677	34822	33811	33122	33117			

Laptops

Total units: 160

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Serial # (if Asset Tag is Missing)
26679		27670	30666	28883		29015	
27310		34695	28862	28813		32947	
28423		28858	28791	28964		28876	
25894	3216841800653		28997	28841		33893	
28989		28990	33035	33975		32984	
33125		33107	33092	33099		32950	
28900		33055	28960	26937		28767	
26797		28998	33757	29016		33040	
28921		33892	33803	28936		29019	
33585		32992	34566	25891		28986	
28799		33018	28969	34603		32988	
29017		28902	28843	33126		28927	
25871		32982	31295	33060		33965	

Laptops

Total units: 159

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
28887	33856	28636	34816	34628	33412	33118		
33024	28525	28625	28291	33435	28188	30200		
28988	28568	28650	28433	25944	28434	30227		
32905	28700	29946	30251	28450	28453	28389		
33032	26901	28661	28283	28438	31332	30186		
33079	30676	28638	NXM89AA00332 8151AA3400	30221	34597	28472		
31294	29455	28464	33432	28480	34753	30188		
33075	27638	34980	28208	34783	30946	30173		
34842	28739	33396	31151	34722	30263	30198		
25878	28594	35157	28292	28441	33773	28490		
27673	29958	35159	33438	33421	31246	30189		
33948	33645	28432	28439	30204	34698	30165		
28800	27622	30930	31045	31247	33987	30163		
33428	27795	33392	30246	31290	30238	28467		
28814	28563	30937	28458	28296	31337	30190		
25861	30726	30243	34808	28274	34524	28362		
29008	30821	34637	33440	28471	30222	28465		
34650	28644	33419	27801	28477	28443	25901		
29014	31377	34857	31205	28487	34503	25957		

Laptops

Total units: 159

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
28760	27232	28412	28284	28476	25980	30226			
28895	28518	NXV7PAA024415 129C03400	34644	25899	34508	28485			
33104	27582	28380	28426	30177	28293	28478			
32922	27792	30636	31149	25919	33774	NXV7PAA02442131 DD73400			
29010	28617	28456	34719	31334	30556	30158			
34721	27275	33939	32529	28447	33784	30175			
33119	27285	33431	33408	30199	33748	30183			
32914	27070	31289	34773	30187	28437	28466			
34827	31345	30159	28462	28481	25982	28489			
28923	28386	28474	34782	31108	32942	28365			
27673	28576	30209	28278	30184	34533	28377			
NXM89AA003334 07B1B3400	28538	34658	34596	28390	33430	28387			
31260	31725	30249	28407	30174	28288	34520			

Laptops

Total units: 136

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
30150	33867	33094	28793	27329	29023	LROBANNFLRNXB722400G			
34850	30613	33069	31146	25356	28750	LRO8ZENNLNRNXB7520003			
30729	33052	33048	28845	26470	26949		33743		
30550	27678	33806	33853	29524	28913		29256		
34697	32935	28940	28908	0013410E0C37600	33462		34960		
33823	33057	33111	37395	32941	35121		27956		
31273	28824	39546	34616	32991	33028		28014		
30940	28766	28849	33976	32929	33074		34567		
30767	29009	29011	32970	28941	33741		30116		
30702	34741	33001	25946	26945	33540		33868		
33940	28934	26002	25921	30626	28867		30115		
33974	33073	37085	32917	30700	32998		34620		
30207	26936	W872515GYA5	28788	28955	29022		33753		
30837	28809	2p12zm2	30615	33120	32932		25940		
30945	25882	bxy40g2	36568	33003	28772		25910		
33938	26933	bn450g2	25939	28994	32930		25956		
34516	28983	NXGMBAA00165 207DB97600	28976	31505	27313		25950		
33937	28832	27823	26133	31560	28763		33056		
33762	32965	31426	31606	32941	32989		32987		

Laptops

Total units: 136

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
30615	33934	37187	39547	28955	26952	26893			
28788	25863	29044	32952	28994	28999	29106			
32970	28879	33762	29030	33003	33945	29698			
33976	28795	28917	33463	33120	33461	32907			
32970	34897	33019	33004	30700	33509	25911			
30615	33100	28934	34514	30626	32954	30794			
33976	32994	33073	29028	32991	25872	32953			
28788	28909	34578	28781	26945	38554	25936			
33762	26935	33901	28872	28941	34849	32808424434			
29044	33914	34602	29407	32929	34772	25915			
31477	34985	34948	0P787J	29766	30250	33049			
28861	28869	33754	0N75GH	28395	25983	26794			
25868	33080	33514	06621401D6F7614	28803	28420	32906			

Laptops

Total units: 159

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
34894	35476	30642	34541	27802	30965	29865				
28520	28515	34994	34526	27811	28503	28431				
28523	37526	34999	27233	34879	28569	27866				
27420	33548	27454	29929	29919	27064	33415				
33882	26919	28566	27905	31804	28651	30938				
28541	28536	28648	28681	27239	28620	30160				
28709	27477	28498	27266	28624	35192	28295				
27071	30547	27241	33554	30595	27469	28505				
27807	26705	28548	28530	28504	27402	28683				
30674	33724	27166	28508	25959	27863	34890				
28609	28741	30648	30598	28549	27396	28430				
31737	31683	27986	28527	27893	30214	37276				
28424	33643	30679	28535	30224	28540	25896				
27395	28522	30682	29886	34525	NXM89AA003323054263400	31293				
28635	31106	28694	35172	31222	29931	28560				
28578	28592	28721	28669	27076	30870	30962				
28662	31145	28459	28460	35496	26094	25736				
26139	25737	26082	26107	26250	26204	29975				
27302	37157	31504	26167	31868	35480	35976				
37153	26494	28996	33613	26951	33465	31300				

Total units: 159

Laptops

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
35988	35971	33039	29220	34551	32967	33054			
35990	37030	33943	30146	29993	34943	28807			
26521	35959	34849	31049	28865	33168	28866			
26547	26147	28277	37890	28993	28915	34809			
26544	31881	30245	34584	28910	33464	33015			
26542	25741	27790	30763	28798	28658	39545			
26546	37139	30232	30914	29012	28878	30624			
26536	31883	30244	30120	28942	28880	27504			
26529	LUSGA0D06621401D6F7614	25955	34920	34575	28836	29992			
26522	BVXW411	33426	28072	28938	33090	29283			
26540	4K2TTM1	27809	32924	25880	27674	29994			
26264		29453	29004	32918	33067	31695			

Laptops

Total units: 160

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
29407	26169	31874	23178	31050	37304					30169
27329	25747	31875	27992	33865	31444					30141
NXSHFAA0013410E0C37600	31859	31886	26262	25949	26362					30143
29524	37212	31867	26482	31207	25744					30252
25356	37211	31887	26431	28298	37156					28963
26139	27784	31857	26190	33076	28665					28885
25737	31597	31879	26277	30145	35970					28359
26094	37147	31871	26089	28484	31544					25900
25736	37127	31870	26188	33732	37056					34626
26250	37158	31858	26144	33644	36073					28232
26204	37154	31882	37117	33491	37908					32599
26082	26244	31865	31411	29217	38675					28229
26107	27382	31877	31381	29059	41071					28076
26333	26145	31869	26320	29144	37670					34540
26338	25740	31889	34952	26872	31418					31228
27328	CND7032QQR	33539	27924	29648	35927					31140
29982	22937	33699	29998	29689	35410					34775
NXGC1AA002547184377600	26197	34955	29270	29656	31607					28057
26332	25729	34979	31681	29655	31564					31138

Laptops

Total units: 160

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
27316	25730	34601	31701	33737	32652	28078			
SCD75250TX	31866	33612	34860	29230	25740	34608			
5CD6351300	31860	34587	31704	29658	31486	31052			
28778	31863	34666	29995	29239	31402	34431			
33026	31880	28470	29080	29156	35898	34291			
25888	31872	34632	35367	29820	33165	32748			
34652	31884	33662	28300	29301	31610	30685			
28815	31855	33925	28307	29604	37110	31296			
25746	31856	32910	35102	29707	37097	31229			
25735	31876	33077	30241	29652	33154	28212			
25739	31885	33012	30220	28120	37306	27942			
26212	31864	33046	29477	39512	31623	26729			
26275	31873	25732	25850	33167	30215	34504			

Asset Tag#	Laptops						Asset Tag#	Total units: 170
	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#		
29742	27108	33594	28381	28702	34869	27948		
29338	27289	33889	30164	28562	28742	27661		
29203	27286	28034	27799	28581	28688	34591		
29091	27268	34539	28367	28652	30781	27959		
26846	37205	33911	29773	28654	27226	34532		
29679	27856	32880	28267	28556	29284	27205		
29702	27135	33905	25909	28608	27457	28027		
29785	27117	33593	29347	26741	35495	30635		
29197	27255	33789	30157	26724	33686	29254		
29745	27134	34937	29647	26744	34858	35771		
29223	27138	33708	29735	26746	33687	26834		
29127	31385	27998	27667	33626	33635	29799		
29081	27111	28061	26858	34605	35979	29193		
29055	27137	27865	29146	27011	37028	26875		
29738	27105	27920	33927	27002	36997	33481		
29318	27252	27637	29252	34745	34995	29636		
29765	28600	27910	27660	33543	33692	35752		
29657	27288	35195	29703	34713	31203	35790		
29788	37008	26958	29624	27012	28685	29615		

Asset Tag#	Asset Tag#	Laptops				Asset Tag#	Asset Tag#	Asset Tag#	Total units: 170
		Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#				
29623	35987	27911	33808	26749	28734	29685			
29078	28565	26957	33955	27005	27025	29354			
29063	30956	26978	29659	27021	27004	29210			
29748	28501	27404	29161	28026	27014	35779			
29709	28584	27390	29157	33729	27015	29333			
34685	28657	27572	29202	37214	25997	25941			
29726	31089	26991	29249	34714	25999	30558			
29787	28532	26722	29131	33713	25995	31902			
28187	28550	26720	33518	29663	27186	31899			
28416	33312809334	28735	26863	29588	27188	35142			
30688	28552	26976	29324	34780	27947	31323			
29247	28605	25844	29310	29675	27010	33978			
25927	28696	26981	26867	29672	27029	29321			
28371	30951	25855	29118	29184	27027	29603			
25905	28516	27244	29578	27743	25996	29050			

		Laptops				Total units: 170	
Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
28777	26738	29268	35783	37040	33852	29813	
34672	33807	37073	29778	29750	34728	29619	
34770	27212	27177	29816	29111	29344	29096	
28482	27214	29925	33956	33550	29734	26864	
25918	27951	25932	29653	27677	29356	29143	
33086	33062	28384	27215	29683	29767	29740	
25953	33037	25902	27189	33929	29706	29823	
27080	32946	28930	27826	29102	29622	29751	
29626	28762	25933	27197	33745	28991	29051	
34693	33951	30203	27929	33931	31150	33485	
29684	28975	25893	27927	29761	25947	29183	
33792	32969	28475	27201	29320	26889	29536	
30823	28758	30148	27945	29083	27654	29776	
30886	27663	28355	28010	31848	28205	29697	
30824	28776	31141	27185	26845	25951	29163	
30808	33088	25935	26727	31849	28379	29635	
30822	28953	29531	28211	29207	28357	35793	
31022	33467	27968	26726	29744	28131	29339	
30919	28928	33826	26728	29775	25937	29218	

		Laptops						Total units: 170
Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	
30829	32962	25862	31063	29065	30118	28304		
30882	28972	26865	26732	29821	35754	28297		
29214	32915	28825	27934	26878	29120	28320		
29171	33843	35184	26730	34727	29241	25945		
29718	34669	35755	26748	29273	29255	27817		
29714	34823	29048	29642	29617	29040	28406		
26832	31329	26972	33496	31888	29243	28285		
29771	28985	34630	29035	31892	29114	28411		
29121	28903	29302	29074	29464	29148	28410		
29671	33011	33742	29533	29470	29628	28468		
33972	33106	29313	29741	27093	29058	27803		
29681	26645	29597	29664	31730	29903	30211		
29579	33516	29224	29319	31759	27007	27789		
29231	34619	29520	26866	27133	27149	27794		
35831	29577	29777	29087	31757	27894	27793		

		Laptops				Total units: 185	
Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
27812	27896	28701	27281	34651	30621	33477	
27813	29907	28704	27962	34862	29649	29581	
34834	29902	28598	27966	33653	31911	26861	
30112	29909	28678	27415	30889	34604	33980	
28486	27030	31000	27393	26751	33522	29822	
30195	29920	28677	27982	33869	27644	29082	
27796	29899	28383	30563	34972	42309650334	29145	
30181	29917	28310	27855	27139	28787	29226	
30216	27031	30192	27895	27150	28888	29576	
28033	29905	25926	27180	27878	34701	29316	
27023	27036	25906	27074	27144	33517	28693	
27954	30614	25948	27130	27143	26868	28639	
27994	28978	25954	27890	27126	35770	26908	
29341	33108	28449	29937	27131	34615	28559	
26859	33110	25929	31375	27034	28958	35954	
26733	34573	28281	27132	29910	32931	28547	
34513	34648	25943	27128	29900	28870	28529	
28080	32958	31147	27129	29904	28840	28691	
28748	28971	27480	29953	27033	33043	28555	

		Laptops					Total units: 185
Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#
33071	28967	30825	27063	29901	32916	28672	
28926	28790	30662	27136	29906	33866	28571	
31198	29021	28031	33647	27008	34747	28714	
31199	33085	27827	29934	27035	33105	28705	
34501	30840	28052	34976	27042	28753	28513	
33114	33070	29654	33667	29908	33520	28674	
31299	33050	29644	27284	29918	27282	29922	
28874	33788	28399	33666	27038	27086	33758	
33044	25892	31036	27162	29345	27841		
27995	28924	25848	28907	35758	27113		
30670	34738	35180	26939	29119	33654		
27000	32966	29467	32913	29132	27882		
26740	28852	35179	33093	34832	29936		
27280	29005	26857	34749	37010	27066		
27270	33113	28775	33704	34696	27848		
27859	30704	30834	34649	35769	31390		
27272	33842	29300	34681	29042	31758		
27274	33607	29769	28889	29754	27032		

Cisco Equipment

Total units: 155

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Make & Model
30354	30300	37129	NTL3JAA002404000EE3400	30420	30459	
30360	30291	37145	NTL3JAA002404000F03400	32507	30486	
30359	30301	26336	NTL3JAA0024071ABF23400	32505	30407	
30306	30295	31124	30509	30496	30418	
32790	R52F508XHHW	31132	NTL3JAA0024071ABFC3400	30498	30492	
30305	34269	NUSH7AA0042510D7031601	30437	30505	30390	
30312	34265	37121	30450	32504	30488	
30311	34276	37123	30470	30495	30460	
30304	32847	37151	30451	30497	30377	
27687	34044	37140	30357	NTL3JAA0024032B3613400	30414	
29561	34177	37144	30499	NTL3JAA0024032ACD03400	30493	

Cisco Equipment

Total units: 53

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Make & Model
30430	34214					
30399	32717					
30402	32826					
30503	32793					
30376	32713					
30500	32858					
32516	34396					
30536 & 30405	34132					
30389	34106					
30507	34399					
30421	34076					
30479	35421					
30392	34145					
30398	32617					
30397	27688					
30541	27294					
30477	32648					
30478	30406					
30506	35493					
30415	35524					
30494	37287					

Total units: 53

Cisco Equipment

Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Asset Tag#	Make & Model
30396	37284				
30487	31940				
30485					
30462					
30461					
30544					
30424					
30519					
30375					
30490					
34272					

Number of devices	Toshiba & Lenovo					Tower PC	Monitors
	Total	CB's	Mac	Acer B117	Acer B115		
1632	80	80	160	481	801	20	10

