



**SCHOOL**  

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**DISTRICT**

**EDUCATING LEARNERS FOR THE 21ST CENTURY**

**REGULAR BOARD MEETING**

**November 18, 2020**

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

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

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



2.0





**Wednesday, November 18, 2020**  
**RSD Regular Board Meeting**

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

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**1. Open Session 5:00 p.m.**

- 1.1 Call to Order
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

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**2. Approval of the Agenda**

- 2.1 Agenda Correction, Additions, Modifications
- 2.2 Approval of the Agenda

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**3. Public Comment-Closed Session**

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

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**4. Closed Session**

- 4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 3410 N. Rose Avenue, Oxnard, CA (APN: 144-0-11-225) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Industries, Inc. Under Negotiation: Price and Terms of Payment for Amendment
- 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
- 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021

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

- 5.1 Report of Closed Session

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**6. Public Hearing**

6.1 Conduct Public Hearing to Receive and Consider Public Comments Regarding the Proposed Conveyance of a Right-of-Way to the City of Oxnard for Public Streets and Public Utility Purposes

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**7. Communications**

- 7.1 Acknowledgement of Correspondence to the Board
- 7.2 Board Member Reports
- 7.3 Organizational Reports-RTA/CSEA/Other
- 7.4 Superintendent Report

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

## **8. Information**

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8.1 Business Services Report

8.2 Educational Services Report

8.3 School and Systems Improvement Updates

## **9. Discussion/Action**

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9.1 Discussion/Review of Board Bylaw 9250 Remuneration, Reimbursement and other Benefits

9.2 Approval of 2020/21 Revised District Goals

9.3 Approval of the Rio School District Governance Handbook

## **10. Consent**

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10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting of October 21, 2020

10.3 Approval of the Minutes of the Special Board Meeting of October 28, 2020

10.4 November 2020 Personnel Report

10.5 Ratification of the Commercial Warrant for the period October 8, 2020 through November 9, 2020

10.6 Ratification of renew the student information system (Aequitas Q)

10.7 2020-21 1st Quarter Williams Ventura County Office of Education Activity Report

10.8 Approval of Hello Yello Contract

10.9 Purchase of EZ Reports System Software

10.10 Approval of Boys and Girls Club After School Program Contract 2020-21

10.11 Ratification of purchasing wide-angle web cameras for classrooms

10.12 Ratification of the purchase of additional displays for teacher laptops

10.13 Ratification of purchasing 270 classroom audio enhancement systems

10.14 Ratification of a dedicated 2Gb fiber circuit for RSD WiFi

10.15 Ratification of student Hotspot data upgrade (1050 lines, 800 thru April 2021, 250 thru Feb 2022)

10.16 Ratification of the purchase of large, portable video projection systems for 7 sites

10.17 Ratification of purchasing large, portable sound systems (PA) at 8 sites

10.18 Considered Approval of Resolution 20/21-34 for the Board of Trustee's Resolution of Conveyance of a Right-of-Way to the City of Oxnard for Public Streets and Public Utility.

10.19 Approval of Change Order #2 for COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School by Precision Plumbing.

10.20 Approval of Resolution 20/21-27 for the Notice of Completion for Touchless Fixture Replacements by MM Mechanical, Inc., at Rio Real, Rio del Valle and Rio Rosales due to COVID 19.

10.21 Approval of Resolution No. 20/21-32 for the Notice of Completion of the Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School by Precision Plumbing.

10.22 Approval of Resolution No. 20/21-33 for the Notice of Completion from Brannon, Inc. dba Smith Electric Service, for Bid Package #11, Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing, Natural Gas for Site and Interior Site Utility Tie-In at Rio Del Sol.

10.23 Ratification of Change Order #3 from Reed Mechanical Systems, Inc. for Project 20-07L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Lindo Campus Wide

10.24 Ratification of Change Order #1 from Reed Mechanical Systems, Inc. for Project 20-17L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Vista and Rio Del Mar, Campus Wide

10.25 Ratification of Change Order #1 from Reed Mechanical Systems, Inc. for Project 20-11L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Real, Rio Del Valle, Rio Rosales, and Rio Del Norte Campus Wide

10.26 Ratification of Change Order #2 from Reed Mechanical Systems, Inc. for Project 20-17L, installation of new Outside Air Damper Actuator Motors on 31 HVAC Units at Rio Del Mar and 35 at Rio Vista.

## **11. Organizational Business**

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11.1 Future Items for Discussion

11.2 Future Meeting Dates: Annual Organizational Meeting Tuesday, December 15, 2020

## **12. Adjournment**

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12.1 Adjournment





4.1



**Agenda Item Details**

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 3410 N. Rose Avenue, Oxnard, CA (APN: 144-0-11-225) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Industries, Inc. Under Negotiation: Price and Terms of Payment for Amendment
Access	Public
Type	Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content****Executive Content**



4.2





**Agenda Item Details**

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
Access	Public
Type	Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





4.3





**Agenda Item Details**

Meeting Nov 18, 2020 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



6.1





## Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Conduct Public Hearing to Receive and Consider Public Comments Regarding the Proposed Conveyance of a Right-of-Way to the City of Oxnard for Public Streets and Public Utility Purposes
Access	Public
Type	Action
Recommended Action	It is recommended that the Board approves the Public Hearing to Receive and Consider Public Comments Regarding the Proposed Conveyance of a Right-Of-Way to the City of Oxnard for Public Streets and Public Utility Purposes.

## Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale: The City of Oxnard ("City") requires a right-of-way ("Right-of-Way") from the District for public streets and public utility purposes. The right-of-Way will allow for the City to construct, maintain, and replace, if necessary, a public sidewalk that overlaps onto the District's property, more commonly known as Rio Lindo Elementary School ("Rio Lindo ES").

Pursuant to Education Code § 17556 et seq., the Board of Trustees ("Board"), at its October 21, 2020 meeting, adopted Resolution No. 20/21-29, indicating its intention to convey the Right-of-Way and calling a noticed "Public Hearing" to address the issues of whether the District should convey the Right-of-Way ("Resolution of Intent"). Consistent with the Resolution of Intent, the Board will hold a public hearing before considering the Right-of-Way.

[Rio - Parking Lot - Notice of Public Hearing.pdf \(65 KB\)](#)

[Resolution 29.pdf \(218 KB\)](#)

## Administrative Content

## Executive Content





**NOTICE OF PUBLIC HEARING OF THE RIO SCHOOL DISTRICT  
REGARDING CONVEYANCE OF A RIGHT-OF-WAY TO THE CITY OF  
OXNARD FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES**

NOTICE IS HEREBY GIVEN, pursuant to Education Code Section 17558, that the Board of Trustees (Board) of the Rio School District (District) has adopted Resolution No. 20/21-29 (Resolution), which states the Board's intention to consider granting the City of Oxnard (City) a right-of-way for public streets and public utility purposes to the District's Rio Lindo Elementary School, located at 2131 Snow Avenue, Oxnard, California 93036, and identified as Ventura County Assessor Parcel Number 142-0-111-350 (Parcel). A copy of the Resolution is on file at the District's offices, located at 1800 Solar Drive, Oxnard, California 93030, and is available for public inspection upon request.

Pursuant to Education Code Section 17557 and 17559, the Board is calling a public hearing on this matter to be held on November 18, 2020, at 5:00 p.m., or as soon as thereafter as the matter may be heard, at the Conference Room of the District's Office, 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030, on whether to grant the proposed right-of-way to the City. At such time and place, the Board will receive public comments and public protests, if any, with regard to such matter. Comments may be submitted to the Board at the time of such public hearing.

If any individual requires reasonable accommodations to submit a comment, is unable to obtain the call-in information from the District's website, or requires more information regarding the right-of-way, please contact Ms. Mary Orleans at the above address or by telephone at (805) 485-3111.



**RIO SCHOOL DISTRICT**

**RESOLUTION #20/21-29**

**RESOLUTION OF INTENT TO CONSIDER THE  
CONVEYANCE OF A RIGHT-OF-WAY TO THE CITY OF  
OXNARD FOR PUBLIC STREETS AND PUBLIC UTILITY  
PURPOSES**

**WHEREAS**, the City of Oxnard ("City") requires a right-of-way from the Rio School District ("District") for public streets and public utility purposes;

**WHEREAS**, the right-of-way sought by the City will allow the City to construct, maintain, and replace, if necessary, a public sidewalk that overlaps onto the District's property, more commonly known as Rio Lindo Elementary School, located at 2131 Snow Avenue, Oxnard, California 93036 ("Rio Lindo ES");

**WHEREAS**, the specific location of the right-of-way is attached hereto as Exhibit "1." and is incorporated herein by this reference ("City Right-of-Way");

**WHEREAS**, the City Right-of-Way is located in an area that will not interfere with the District's operation of its academic facilities at Rio Lindo ES, or otherwise negatively impact school operation;

**WHEREAS**, Education Code § 17556 *et seq.* provides the authority for the District to dedicate right-of-way or convey to a public utility an easement on any real property belonging to the District upon such terms and conditions as the parties thereto may agree;

**WHEREAS**, Education Code § 17557 provides that the Resolution of Intent shall fix a time, not less than ten (10) days thereafter, for a public meeting of the District's Board of Trustees ("Board") to be held at its regular place of meeting for a public hearing upon the question of whether to convey the requested City Right-of-Way;

**WHEREAS**, Education Code § 17558 provides that notice of the adoption of the Resolution of Intent and the public hearing to be held shall be made by (1) posting copies of the Resolution of Intent, signed by the members of the Board or a majority thereof, in three public places in the District for at least ten (10) days before the date of the public meeting, and (2) publishing the notice once at least five (5) days before the date of the meeting in a newspaper of general circulation within the District;

**WHEREAS**, pursuant to the provisions of Education Code § 17559, unless a protest to the proposed granting of the City Right-of-Way signed by at least ten (10) percent of the qualified electors of the District is entered, the Board may adopt a resolution to grant the proposed City Right-of-Way either at the meeting of the Board at which the public hearing is held or at any other meeting of the Board held within sixty (60) days thereafter;

**WHEREAS**, the Board desires to convey the City Right-of-Way to the City in a manner substantially similar to that set forth in Exhibit "1," and generally subject to the terms and conditions set forth therein.

**NOW, THEREFORE**, be it resolved that:

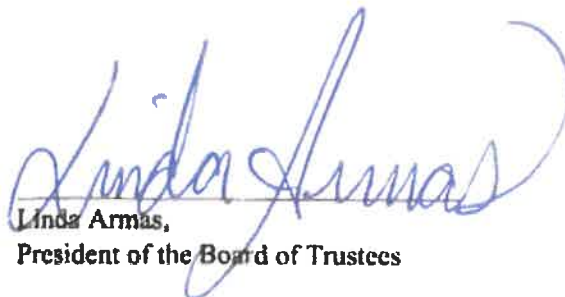
1. That the above recitals are true and correct, and are incorporated herein by reference.
2. That the Board, in a regular and open meeting, hereby declares its intention to convey the City Right-of-Way as set forth in Exhibit "1."
3. That in accordance with the provisions of Education Code § 17557, a public hearing on the question of granting the proposed City Right-of-Way shall be held at the public meeting of the Board to be held on November 18, 2020, beginning at 5:00 p.m., or as soon thereafter as the matter may be reasonably heard, at the Conference Room of the District's Office, 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030. The Superintendent, or Superintendent's designee, shall specify on the agenda for the November 18, 2020 meeting that the Board shall hold a public hearing on the question of conveying the City Right-of-Way to the City.
4. That in accordance with provisions of Education § 17558, the Superintendent, or the Superintendent's designee, shall cause notice of the adoption of this Resolution, along with the time and place of the public hearing and meeting to consider the conveyance of the City Right-of-Way, to be given by posting copies of this Resolution, signed by the Board or a majority thereof, in three (3) public places in the District not less than ten (10) days before the date of the meeting, and by publishing the notice once, not less than five (5) days before the date of the meeting in a newspaper of general circulation within the District or County of Ventura, as appropriate.
5. That the Board hereby authorizes the Superintendent, or the Superintendent's designee, to take such additional action as may be reasonably required to effectuate the intent of this Resolution.

**PASSED AND ADOPTED** by the Board of Trustees at a regular meeting held on the 21st day of October, 2020, by the following vote:

AYES:

NOES; ABSENT:

ABSTAIN:

  
Linda Armas,  
President of the Board of Trustees

## EXHIBIT 1

### EXHIBIT "A"

#### LEGAL DESCRIPTION

That portion of Subdivision No. 26, Rancho el Rio de Santa Clara o'la Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the office of the County Clerk of said County in that certain action entitled "Thomas A. Scott et al., Pliffs. vs. Rafael Gonzales et al. Defts", described as follows:

Beginning at the intersection of the westerly line of Parcel 1, as described in the Final Order of Condemnation filed February 25, 1963, as Instrument No. 10992 in Book 2280, Page 424 of Official Records of Ventura County, with the southerly line of Rio Lindo Street, 60.00 feet wide, said point being the beginning of a curve, concave northerly and having a radius of 280.00 feet, a radial to said point bears South 3°24'31" East; thence along said southerly line of Rio Lindo Street by the following three courses:

- 1st: Easterly along said curve an arc distance of 80.97 feet through a central angle of 16°34'06" to the beginning of a tangent reversing curve, concave southerly and having a radius of 220.00 feet; thence,
- 2nd: Easterly along said curve an arc distance of 76.60 feet through a central angle of 19°56'54"; thence tangent to said curve,
- 3rd: North 89°58'18" East 2.12 feet to the beginning of a non-tangent curve, concave southerly and having a radius of 238.90 feet, a radial to said point bears North 4°19'30" West; thence,
- 4th: Westerly along said curve an arc distance of 64.54 feet through a central angle of 15°28'46" to the beginning of a tangent reversing curve, concave northerly and having a radius of 275.80 feet, thence,
- 5th: Westerly along said curve an arc distance of 95.14 feet through a central angle of 19°45'53" to the intersection with the westerly line of said Parcel 1; thence along said westerly line,
- 6th: North 0°02'46" West 0.17 feet to the Point of Beginning of this description.

Containing 426 square feet, more or less.

\_\_\_\_\_  
Larry J. Frager, P.L.S. 7998

\_\_\_\_\_  
Date



**EXHIBIT 1**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office  
300 West Third Street, 4th Floor  
Oxnard, CA 93030

Request recording without fee. Record for the benefit  
of City of Oxnard pursuant to Sections 6103 and 27383  
of Government Code. No documentary transfer tax  
pursuant to R&T Code Section 11922.

(Space above for Recorder's use only.)

County of Ventura  
Assessor's Parcel Number: 142-0-111-350  
2131 Snow Ave., Oxnard, CA 93036

**RIGHT-OF-WAY DEDICATION DEED**

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, the **Rio School District** ("Grantor"), a public school district organized and existing pursuant to the laws of the State of California, hereby dedicates to the **City of Oxnard** ("Grantee") a right-of-way for public streets and public utility purposes over, under, and across the real property described in Exhibits "A" and "B," attached hereto and incorporated by reference herein. This offer of dedication includes the public facilities within the right-of-way constructed for roadway, wastewater, water, storm drain, and/or recycled water purposes.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by duly authorized signatories.

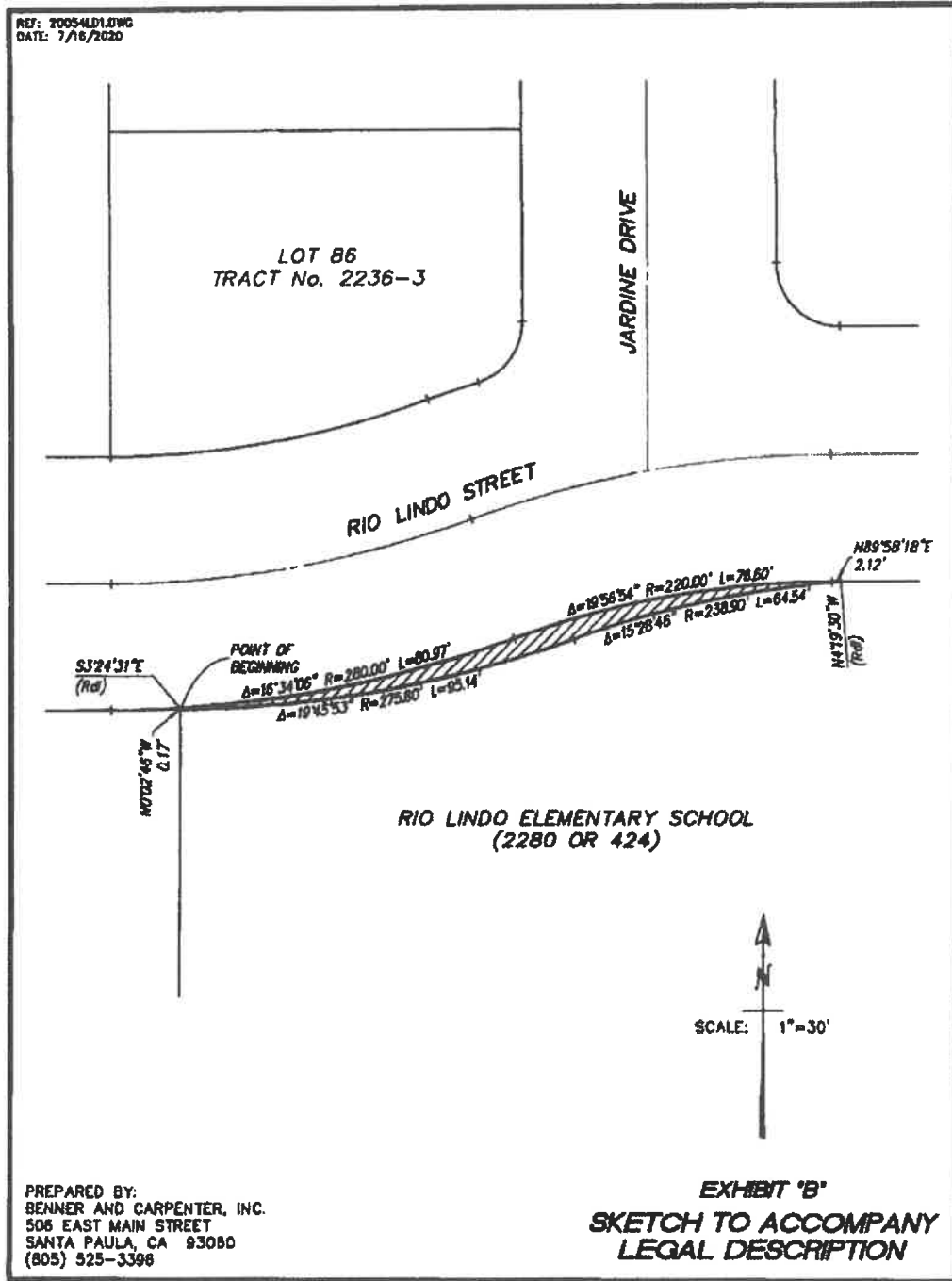
Dated: \_\_\_\_\_, 2020

**"GRANTOR"**  
**RIO SCHOOL DISTRICT**  
a California public school district

By: \_\_\_\_\_

Dr. John Puglisi, Superintendent

**EXHIBIT 1**



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

**EXHIBIT 1**

STATE OF CALIFORNIA )  
 ) COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature

Notary Public Seal

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interests in real property conveyed by this deed or grant, dated \_\_\_\_\_, from the RIO SCHOOL DISTRICT, a California public school district, to the CITY OF OXNARD, a California general law city, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Oxnard, pursuant to authority conferred by Resolution No. \_\_\_\_\_ adopted by said Council on \_\_\_\_\_, 20\_\_, and the grantee consents to recording hereof by the undersigned, duly authorized officer.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



7.4



**Agenda Item Details**

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

**Public Content**

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- RiOpening Campus's Update

**Administrative Content****Executive Content**



8.1





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- RiOpening/Safety
- Food Service Update

### Administrative Content

### Executive Content





8.2





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

### Public Content

Speaker: Educational Services Staff

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

- RiOpening Update
- Special Education Cohort Update
- Literacy Support Team Update

### Administrative Content

### Executive Content



8.3



**Agenda Item Details**

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	8. Information
Subject	8.3 School and Systems Improvement Updates
Access	Public
Type	Information

**Public Content**

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

**Rationale:**

Dr. Bernal will provide updates on the following:

- RiOpening Update
- COVID Update

**Administrative Content****Executive Content**





9.1



**Agenda Item Details**

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Discussion/Review of Board Bylaw 9250 Remuneration, Reimbursement and other Benefits
Access	Public
Type	Action, Discussion
Recommended Action	Discussion of Board Bylaw 9250.

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent of Business Services

**Rationale:**

The governing board will receive information and discuss board members' Compensation.

GAMUT Online \_ Rio SD \_ Remuneration, Reimbursement And Other Benefits BB 9250.pdf (134 KB)

**Administrative Content****Executive Content**



## Rio SD | BB 9250 Board Bylaws

### **Remuneration, Reimbursement And Other Benefits**

Each member of the Board of Trustees may receive a monthly compensation of no more than \$240.00.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

If a member does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be paid for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Education Code 35120)

In order to receive compensation for attending any Board meeting, Board members shall be present for at least 90 percent of the meeting time.

#### Reimbursement of Expenses

Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

The rate of reimbursement shall be the same rate specified for district personnel.

(cf. 3350 - Travel Expenses)

Board members may use district-issued credit cards while on official district business. Under no circumstances may personal expenses be charged on district credit cards.

#### Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for district employees.

Health and welfare benefits for Board members shall be no greater than that received by district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

The district shall pay the cost of all premiums required for Board members electing to participate in the district health and welfare benefits program.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses, dependent children under the age of 21, dependent children under the age of 25 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.

#### Benefits for Retired Board Members

Retired Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for retired Board members shall be no greater than that received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Because the district paid for health and welfare benefits for former Board members before January 1, 1994, any former Board member may continue to participate in the district's health and welfare benefits at the district's expense so long as that member satisfies all of the following conditions: (1) he/she served in office after January 1, 1981, (2) his/her term began before January 1, 1995, and (3) he/she has served for 12 or more years. These payments shall be made under the same terms as made for former Board members before January 1, 1994. (Government Code 53201)

Any former member whose first term of office began on or after January 1, 1995, and any other member retiring from the Board after at least one term, may continue the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

#### Legal Reference:

#### EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

#### GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

#### UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

#### COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

#### ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw RIO ELEMENTARY SCHOOL DISTRICT

adopted: June 15, 2015 June 7, 2007 Oxnard, California

revised: January 17, 2008

revised: June 15, 2015





9.2



**Agenda Item Details**

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval of 2020/21 Revised District Goals
Access	Public
Type	Action

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

**Rationale:**

As a follow up to the special board meeting for 2020/21 goals development, the proposed revised goals for this school year are recommended for adoption by the board of trustees of the Rio School District.

Draft RIO SCHOOL DISTRICT GOALS 2020-21 (2).pdf (41 KB)

**Administrative Content****Executive Content**



## **RIO SCHOOL DISTRICT GOALS 2020-21**

The following serve as discussion points for upcoming board and community goals development and mission development meetings

### **MISSION:**

Rio School District aims to provide **safe** learning environments that support every child developing and learning to their fullest potential.

### **GOALS:**

1. Provide safe learning and work environments for all students and staff by.....
2. Provide the highest quality learning environments to support every child developing and learning to their fullest potential.
3. Connect well with every child and family.
4. Engage every child in active and meaningful learning.
5. Improve the learning of every child over time.

**\*\*\*Document still in development**











### **Agenda Item Details**

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval of the Rio School District Governance Handbook
Access	Public
Type	Action

### **Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will review and approve the Rio School District Governance Handbook.

### **Administrative Content**

### **Executive Content**





Rio School District  
*Draft Governance Handbook*

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November 18, 2020

Board of Trustees

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- Linda Armas, *President*
- Eleanor Torres, *Clerk*
- Joe Esquivel, *Trustee*
- Edith Martinez-Cortes, *Trustee*
- Felix Eisenhauer, D.M.A., *Trustee*

Superintendent

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Dr. John Puglisi

EFFECTIVE GOVERNANCE  
Unity of Purpose, Roles, Responsibilities, Norms and Protocols

*This document reflects the governance team's work on the creation of a framework for effective governance. This process involves **ongoing** discussions and agreements about unity of purpose, roles, norms and protocols that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.*

*On May 26, 2016, Rio School District Board of Trustees and Superintendent participated in a workshop on Effective Governance with the California School Boards Association. This document reflects the governance team’s discussion about developing and sustaining a framework for effective governance and includes highlights of their conversation about unity of purpose, roles, norms and protocols that enable the governance team to continue to perform its responsibilities in a way that best serves all students.*

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## UNITY OF PURPOSE

*Unity of purpose is the common focus, overarching goals, and the core values, beliefs and principles governing body members share in common about children, the district and public education*

## UNITY OF PURPOSE

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### Why We Chose to Become a Board Member or Superintendent:

- After a long career in education, I wanted to familiarize myself with this side of education and learn about laws and regulations.
- I wanted to serve my community and our kids.
- I have a good pulse on and insight about the district due to my years in the district.
- I wanted to serve as a politician and there was a need in the district.
- The opportunity came up. It was an opportunity for personal and professional growth and I have cousins and brothers attending district schools.
- I wanted to serve the community; people were looking for someone to serve who was not seeking personal benefit.
- I know that I can lead organizations and wanted to serve the community. I believe in public schools and I like kids a lot.
- I was disturbed by what I read about our district in the newspaper five years ago and decided to run; I thought that I could make a difference.

## UNITY OF PURPOSE

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### What We Are Most Proud of About this District:

- The children, the district and our employees
- The collaboration efforts that have taken place over the past year – people working together
- Initial technology integration efforts
- The new attitude
- Our Superintendent and the insights he has on where the district can and will go
- The Board and their ability to collaborate and set policies to make Rio a great district
- The growth that has taken place in the last four years
- The culture and direction of the district have changed.

- We are becoming a culturally proficient district.
- Our music program
- Our Dual Immersion program

## UNITY OF PURPOSE

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### What We Hope to Accomplish:

- Create world-class organizational practices, teaching and student achievement
- Get our schools out of *Program Improvement* and become *California Gold Ribbon Schools* and *National Blue Ribbon Schools*
- Continue the cultural shift within the district so that the perceptions of parents and the community continue to improve
- Maintain an environment where all employees feel that their work is appreciated
- Continue to strengthen trust and unity with staff and the community
- Create a college-going culture

## Vision Statement

***Our vision expresses what we aspire to be valued for and embodies our purpose.***

The Rio School District seeks to reflect a world and nation where society understands and values the interdependency between nation, state, community, family, the democratic process, and the role of public schools in educating for the future. Within this vision, students are at the center of our commitment to stimulate empowerment and achieve the greatest possible potential as part of living in a diverse and changing world.

## Mission Statement

***Our mission is what we do to achieve our vision.***

The Rio School District nurtures the increasingly challenging learning and development of children from our preschool through 8<sup>th</sup> grade utilizing the kind of curriculum and programs that can serve as a hub for community development as a whole.

## Goals:

- Develop levels of academic excellence accessible to all students
- Create a love for learning, engage in creativity, and value the process of inquiry and investigation.
- Provide world class learning opportunities for our entire educational community.
- Achieve and document achievement results based upon world class learning.
- Be a role model for 21<sup>st</sup> century education in California and nationally focusing on the 4 C's: Communication, Critical Thinking, Collaboration, and Creativity.
- Develop our STEAM Education Center in Ventura County linked to broader efforts across the country.
- Ensure the financial stability of the Rio School District.
- Develop and implement the Master Plan for facilities growth and maintenance.

## GAINING CLARITY ON ROLES AND RESPONSIBILITIES

### The Role of the Board and Superintendent - CSBA:

School board "trustees" are the representatives of the people, elected to ensure the district schools educate the children in consideration of the interests of the local community. The role of the School Board is to govern the school district.

The superintendent is hired by the school board to provide the professional expertise in the day-to-day operations of the district. The role of the Superintendent is:

1. To work with the school board to develop an effective governance leadership team.
2. To serve as the chief administrative officer for the school district.

## Performing Board Responsibilities - CSBA:

### **We Set the Direction for the Community's Schools by:**

- Focusing on student learning.
- Assessing district needs.
- Generating, reviewing and revising setting direction documents: (beliefs, vision, priorities, strategic goals, success indicators)
- Ensuring an appropriate inclusive process is used to develop these documents.
- Ensuring that these documents are the driving force for all district efforts.

### **We establish an effective and efficient Structure for the school district by:**

- Employing the superintendent.
- Setting policy for hiring of other personnel.
- Setting policies.
- Setting direction for and adopting the curriculum.
- Establishing budget priorities and adopting the budget.
- Overseeing facilities issues.
- Providing direction for and voting to accept collective bargaining agreements.

### **We Provide Support through our behavior and actions by:**

- Acting with a professional demeanor that models the district's beliefs and vision.
- Making decisions and providing resources that support mutually agreed upon priorities and goals.
- Upholding board approved district policies.
- Ensuring a positive personnel climate exists.
- Being knowledgeable about district efforts and able to explain them to the public.

### **We Ensure Accountability to the Public by:**

- Evaluating the superintendent
- Monitoring, reviewing and revising policies
- Serving as a judicial and appeals body
- Monitoring student achievement and program effectiveness and requiring program changes as indicated
- Monitoring and adjusting district finances
- Reviewing facilities issues
- Monitoring the collective bargaining process



**We Act as Community Leaders by:**

- Speaking with a common voice about district priorities, goals and issues.
- Engaging and involving the community in district schools and activities.
- Communicating clear information about policies, programs and fiscal conditions of the district.
- Educating the community and the media about issues facing the district and public education.
- Advocating for children, district programs and public education to the general public, community, and local, state and national leaders.

**GAINING CLARITY ON ROLES AND RESPONSIBILITIES**

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**What the Board needs from the Superintendent:**

**The superintendent will support trustees in fulfilling their responsibilities by:**

- Respecting divergent Board votes
- Giving the Board opportunities to learn; supporting their quest for knowledge
- Keeping the lines of communication open
- Continuing to meet with Board Members in order to keep them informed

**What the Superintendent needs from the Board:**

**The trustees can support the superintendent in fulfilling his responsibilities by:**

- Taking responsibility for Board actions
- Remembering that we have the freedom to defend our individual positions, but everyone must support majority decisions.
- Becoming more informed; being willing to learn and utilize technology
- “Keeping the main thing, the main thing”
- Living within our area of the *Venn Diagram*
- Focusing on student learning – becoming involved with teaching and learning while staying at the helicopter level - being visible in the district

# **Rio School District Governance Team**

## **AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP**

### **Governance Team Norms and Protocols:**

The Board of Education for the Rio School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public's interest in the schools, and to ensure that a high quality education is provided to each student. To effectively meet district challenges, the Board and Superintendent must function together as a governance leadership team. Agreed upon behaviors or norms, and operating procedures or protocols, support consistent behavior and actions among team members. The purpose of the Rio SD governance team agreements is to ensure that a positive and productive working relationship exists among board members, the superintendent, district staff, students, and the community. Norms and protocols are developed for and by the members of the governance team, and may be modified over time as needed.

*Our Agreements to Facilitate Governance Leadership:*

## **Norms**

**Our Governance Team wishes to create a culture that models ...**

- **Trust**
- **Transparency**
- **Respect**
- **High expectations for ourselves and others – intellectual rigor**
- **Hard work and hard thinking**
- **Being open-minded; being open to the perspectives and opinions of others**
- **Listening**
- **Being mindful of our roles and responsibilities and staying within them**

To this end, we have adopted the following meeting guidelines:

## **Meeting Guidelines**

- We will all work to make sure there are no hidden agendas and that all issues and concerns can be dealt with openly by all members.
- We will respect differences; we will show respect and never dismiss or devalue others.
- We will work toward the future – learning from the past.
- When we have a difference of opinion, we will debate the facts of the situation and avoid personalities. We will address process -- not personalities.
- We will be supportive rather than judgmental.
- We will keep our focus on the best interest of our students.
- We will keep our remarks brief and to the point so that all opinions can be expressed.
- We will stay focused on our goals and avoid getting sidetracked.

# Protocols

## STRUCTURE AND PROCESS

Effective governance teams discuss and agree upon the formal structures and processes, or protocols, used by the board and superintendent in their functioning as a team. These structures and processes guide the operations of the governance team and determine how they do business. Protocols are the agreements that ensure that all members of the team are operating within their agreed upon roles.

The following protocols were developed at our Governance Workshops.

### *Protocols to Facilitate Governance Leadership:*

TOPIC:	PROTOCOL:
<p><b>Site Visits</b></p>	<p><b><u>Rationale:</u></b> We believe that site visits are important; they provide us with the opportunity to stay informed about programs and student learning. They also give us the opportunity to see our students and let staff know that we care and are supportive.</p> <p>When visiting schools, we need to remember the following:</p> <ul style="list-style-type: none"> <li>• We need to be respectful to staff.</li> <li>• Site visits should not be disruptive to teaching and learning.</li> </ul> <p>To that end, we agree that when we wish to visit a school...</p> <ul style="list-style-type: none"> <li>• When possible, we will contact the Superintendent’s Executive Assistant so that she may set-up the visit.</li> <li>• She will inform the principals about our requests and set-up the times for our visits.</li> <li>• We will keep the Superintendent informed about our school visits.</li> <li>• We will be escorted by the principal and/or another administrator, if possible.</li> <li>• We will inform our escorts if we have any special interests.</li> </ul>

**Responding to Staff or Community Concerns or Complaints**

**Rationale:** We are elected officials, elected by the community and are responsive to community’s needs, but we recognize that individual Board Members do not have the authority to resolve issues and complaints. It is our responsibility to help guide our constituents through the system.

Therefore, when a Board Member is approached by a community or staff member with an issue or concern, he/she will:

- **Receive** – Listen without interruption and without preparing a response to the person’s issues or concerns, except in the case of issues that might possibly come before us in our judicial role.
- **Repeat** – When appropriate, paraphrase or ask a clarifying question to ensure understanding of what has been said.
- **Request** – Ask what the person sees as the solution to the problem or concern. Ask what they would have us do with the information they have given us.
- **Review** – The conversation (and next steps, if any).
- **Redirect** – Put the person back into the system at the appropriate place.
- **Report** – Notify the Superintendent of the conversation so that he has the full picture and can follow through as appropriate and/or necessary.

**Giving Direction to the Superintendent**

**Rationale:** We recognize that individual Board Members do not have the authority to direct staff; therefore we believe that it is important that the Superintendent receive clear direction from the Board as a whole.

Therefore, we agree that we will give direction to the Superintendent only at publicly noticed and agendized meetings, through a majority vote and not attempt to exercise individual authority by directing the Superintendent or district staff.

We have reviewed and agree to follow the aforementioned governance team norms and protocols in order to support a positive and productive working relationship among the Rio School District Board of Education, Superintendent, staff, students and the community. We shall renew this agreement at each Annual Organizational Meeting of the Board of Education.

Affirmed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Linda Armas, Board President

\_\_\_\_\_  
Eleanor Torres, Clerk

\_\_\_\_\_  
Joe Esquivel, Trustee

\_\_\_\_\_  
Edith Martinez Cortes, Trustee

\_\_\_\_\_  
Felix Eisenhauer, Trustee

\_\_\_\_\_  
Dr. John Puglisi, Superintendent

10.2







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of October 21, 2020
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting.
Minutes	View Minutes for Oct 21, 2020 - RSD Regular Board Meeting

### Public Content

Speaker:

Rationale:

Min101820.pdf (62 KB)

### Administrative Content

### Executive Content

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





**Rio School District  
Minutes  
Regular Board Meeting  
October 21, 2020  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  
Closed Session: 5:00 p.m.  
Open Session: 6:00 p.m.**

**Members present**

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

**1. Open Session 5:00 p.m.**

1.1 Call to Order

President Armas called the meeting to order at 5:01 p.m.

1.2 Pledge of Allegiance

President Armas led the flag salute.

1.3 Roll Call

Trustee Torres called the roll, all present.

**2. Approval of the Agenda**

2.1 Agenda Correction, Additions, Modifications

There were no corrections or modifications.

2.2 Approval of the Agenda

Staff recommends approval as presented

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

Final Resolution: Motion Carries

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

### **3. Public Comment-Closed Session**

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

Public comments were heard from Shannon Koenig.

President Armas adjourned the meeting into closed session a 5:06 p.m.

### **4. Closed Session**

4.1 Conference Legal Counsel Re Existing Litigation- Martinez v. Newsom, Case No. 5:20-cv-D1796-DMG-KK

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

4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021

4.4 Public Employee Appointment [Government Code 54957] Title: Social Media Coordinator

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

5.1 Report of Closed Session

President Armas reconvened the meeting at 6:20 p.m.

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

By a vote of 4-0 with 1 abstention, President Armas and Trustees Torres, Martinez-Cortes and Eisenhauer vote yes and Trustee Esquivel abstained, the Governing Board appointed Carlo Godoy as the Social Media Coordinator.

### **6. Communications**

6.1 Acknowledgement of Correspondence to the Board

There was no written correspondence to the board.

6.2 Board Member Reports

Board member reports were heard from Trustees Torres, Esquivel, Martinez-Cortes and Eisenhauer.

6.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, RTA President.

#### 6.4 Superintendent Report

Superintendent Puglisi provided a reported on the following:

- A chronological history of the board through the years
- Enrollment data by different districts and showed the decline in enrollment in other districts
- Facilities
- RiOpening Plans

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

There were no public comments.

### **7. Information**

#### 7.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, presented an update on the Safety for Reopening Facilities.

Topics discussed were outdoor educational spaces, air quality, disinfection of spaces and buses, touchless fixtures and PPE.

#### 7.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented updates on the State Testing Requirements.

#### 7.3 School and Systems Improvement Updates

Carolyn Bernal, Ed.D, Assistant Superintendent of School Systems and Improvement, presented an Enrollment and Attendance Update. Also distance learning schedules update and return to in-person instruction.

### **8. Discussion/Action**

8.1 Resolution #2021/24 Resolution of the Governing Board Authorizing the Borrowing of funds for Fiscal Year 2020/2021 and the Issuance and sale of one or more Series of 2020/2021 Tax and Revenue Anticipation Notes therefore and Participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell said Series of Notes.

It is recommended that the Board approve the Resolution Authorizing the Borrowing of funds for Fiscal Year 2020/2021 and the Issuance and sale of one or more Series of 2020/2021 Tax and Revenue Anticipation Notes therefor and Participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell said Series of Notes.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

8.2 Considered approval of a Memorandum of Understanding for the Modified Implementation of the Riverpark Joint Use Agreement at Rio Vista Middle and Rio Del Mar Schools during COVID-19 Emergency  
Staff recommends approval of Memorandum of Understanding with the City of Oxnard, with authority to the Superintendent, with concurrence of legal counsel, to amend Recital H to conform with Section 2 as may be agreeable with the City.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

8.3 Approval of Resolution 20/21-29 for the Board of Trustee's Resolution of Intent to Consider the Conveyance of a Right-of-way to the City of Oxnard for Public Streets and Public Utility Purposes for the purpose of obtaining permits for Rio Lindo Staff Parking Lot Project.

It is recommended that the Board approve Resolution 20/21-29 for the Conveyance of a Right-of-Way for the purpose of obtaining City permits for the Rio Lindo staff parking lot project.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

8.4 Approval of Resolution 2021/30 Authorizing Emergency Improvement Work Related to Increasing COVID 19 Safety at All District School Sites

Staff recommends approval of Resolution 20/21-30 Authorizing Emergency Improvement Work Related to Increasing COVID 19 Safety at All District School Sites

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

## 9. Consent

### 9.1 Approval of the Consent Agenda

Staff recommends approval of the Consent Agenda, as presented.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

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

9.2 Approval of the Minutes of the Regular Board Meeting of September 16, 2020

Resolution: Staff recommends approval.

9.3 Approval of the Minutes of the Special Board Meeting of September 30, 2020

(not specified)

9.4 Approval of the Donation Report

9.5 October 2020 Personnel Report

9.6 Ratification of the Commercial Warrant for September 2, 2020 through October 8, 2020.

9.7 Williams Quarterly Complaint Report

9.8 Approval of Tobacco Use Prevention Education (TUPE) Tier 2 Consortium Grant MOU

9.9 Approval of Migrant Education Program MOU with VCOE

9.10 Preschool Services Contract with Catalyst (Formerly CDI)

9.11 Preschool Services Contract with Child Development Resources of Ventura County

9.12 Approval of CREDIT Change Order 16.1 from KYA Services at Rio Del Sol

9.13 Approval of Change Order 5.3 from K&Z Cabinets, Inc. at Rio Del Sol

9.14 Approval of Change Order from Precision Plumbing Mechanical for Project 20-13L at Rio Plaza.

9.15 Approval of Change Order from Kiwitt's General Building for added scope of work at Rio Rosales

9.16 Approval of Change Order from MM Mechanical for Project #20-12L for work at Rio Real, Rio Del Valle and Rio Rosales

9.17 Approval of Resolution 20/21-16 for the Notice of Completion of Structural Steel by RND Contractors, Inc. at Rio Del Sol

9.18 Approval of Resolution 20/21-17 for the Notice of Completion for Standard Drywall at Rio Del Sol

9.19 Approval of Resolution 20/21-18 for the Notice of Completion of Finish Carpentry and Architectural Woodwork by K&Z Cabinet Co., Inc. at Rio Del Sol

9.20 Approval of Resolution 20/21-19 for the Notice of Completion for Roofing and Sheet Metal by Channel Islands Roofing at Rio Del Sol

9.21 Approval of Resolution 20/21-20 for the Notice of Completion of Floored Tile and Stone at Rio Del Sol

9.22 Approval of Resolution 20/21-21 for the Notice of Completion of the Automatic Fire Sprinkler by JPI Development Group, Inc. at Rio Del Sol

9.23 Approval of Resolution 20/21-22 for the Notice of Completion of Irrigation, Landscape Planting by Pierre Landscape, Inc. at Rio Del Sol

9.24 Approval of Resolution 20/21-23 for the Notice of Completion for flooring by KYA Services LLC at Rio Del Sol

9.25 Notice of Completion and Resolution 20/21-25 for the Acoustical Treatment at RDV Gym by Tech-Wall

9.26 Approval of the Resolution for the Notice of Completion from Pacificom for the new audio system in the RDV gym.

9.27 Approval of Resolution for the Notice of Completion for the bathroom repairs at Rio Rosales by Kiwitt's General Building Contractor at Rio Rosales.

9.28 Approval of Recommendation for a Generator to be installed for RSD and OUHSD

## **10. Organizational Business**

### 10.1 Future Items for Discussion

Trustee Torres requested a report on Rose Ave and the After School Program. Trustee Esquivel requested information on hotspots and devices at the sites. President Armas requested information on the GATE Program and CASSP and ELA Data. Trustee Martinez-Cortes would like the data on the distance learning parent surveys.

10.2 Future Meeting Dates: (Special Board Meeting October 28, 2020), November 18, 2020



**11. Adjournment**

**11.1 Adjournment**

President Armas adjourned the meeting at 8:25 p.m.

**Approved on this 18th day of November, 2020.**

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John Puglisi, Ph.D., Secretary Date

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Eleanor Torres, Clerk of the Board Date



10.3





**Agenda Item Details**

Meeting Nov 18, 2020 - RSD Regular Board Meeting  
Category 10. Consent  
Subject 10.3 Approval of the Minutes of the Special Board Meeting of October 28, 2020  
Access Public  
Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





**Rio School District  
Minutes  
Special Board Meeting  
October 28, 2020  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  
Closed Session: 5:00 p.m.  
Open Session: 5:15 p.m.**

**Members present**

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

**1. Preliminary Business**

1.1 Call to Order-5:00 p.m

President Armas called the meeting to order at 5:07 p.m.

1.2 Pledge of Allegiance

President Armas led the flag salute.

1.3 Roll Call

Trustee Torres called the roll, all present.

**2. Approval of the Agenda**

2.1 Agenda corrections, additions, and modifications.

2.2 Approval of the Agenda

Staff recommends approval of the agenda as presented.

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

Final Resolution: Motion Carries

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

**3. Public Comment/Closed Session**

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

There were no comments for closed session.

President Armas adjourned the meeting into closed session at 5:12 p.m.

**4. Closed Session**

5. Open Session 5:15 p.m.

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

President Armas reconvened the board meeting at 6:12 p.m.

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

On a vote of 5-0, the Governing Board approved Celeste Perdue as the Director of Fiscal Services.

Public comments were heard from Nicole Martin and Katherine Montesinos.

**6. Information/Action**

6.1 Goals Development Workshop

Superintendent Puglisi opened the goals development workshop by introducing Joe Condon and Brooke Jimenez, who will be facilitating the meeting. Superintendent Puglisi invited all principals to speak about plans that are being created by sites in collaboration with their site leadership teams, PTA's, School Site Councils and other parent groups.

**7. Adjournment**

7.1 Adjournment

President Armas adjourned the meeting at 8:13 p.m.

**Approved on this 18th day of November, 2020.**

---

John Puglisi, Ph.D., Secretary

Date

---

Eleanor Torres, Clerk of the Board

Date



10.4





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 November 2020 Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the November 18, 2020 personnel report as presented.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

### Public Content

Speaker: Carolyn Bernal

Rationale: The November 2020 personnel report is presented for approval.

November PERS Report - November 18, 2020.pdf (55 KB)

### Administrative Content

### Executive Content

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



**RIO SCHOOL DISTRICT  
November 18, 2020**

**Certificated Personnel Report**

**Certificated Leave of Absence:**

Stewart, Shaylee, Elementary School Teacher, Rio Rosales, (1.0) FTE, effective 11/16/2020 - 6/21/2021

**Classified Personnel Report**

**Classified Promotion:**

Flores, Xochitl, from Food Service Worker I, (4.25) hrs, Rio Del Valle to Food Service Worker II, (5.5) hrs, Rio Vista, effective 11/5/20

**Classified Ratification of Management Employment:**

Godoy, Carlo, Social Media and Multimedia Coordinator 1, 8 hours, District Office, Effective 10/22/2020

Perdue, Celeste, Director of Fiscal Services, District Office, Effective 11/12/2020

**Classified Reclassification:**

Lopez, Jose, from Maintenance Worker I, MOT, (8) hrs, (1.0) FTE, to Maintenance Worker II, (8) hrs, (1.0) FTE, effective 7/1/20

**Classified Resignation:**

Aragon, Merino, Sandra, Student & Family Support Specialist, (5) hours, Rio Del Mar, effective 11/13/20

Ruelas, Marissa, Instructional Assistant/SPED, (5.75) hours, Rio Lindo, effective 11/27/20



10.5







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Ratification of the Commercial Warrant for the period October 8, 2020 through November 9, 2020
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	3,796,586.73
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period October 8, 2020 through November 9, 2020.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,796,586.73 which includes processing payments for all funds of the District in the following amounts for the period

Fund 010	General Fund	\$1,906,967.13
Fund 130	Cafeteria Fund	\$461,757.56
Fund 212	Building Fund Measure L	\$962,910.28
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$19,556.07
Fund 402	Special Reserve for Capital Outlay	\$387.88
Fund 490	Capital Projects Fund for Blen	<u>\$445,979.42</u>
Total		\$3,797,558.34
Less Unpaid Tax Liability		<u>-\$971.61</u>
Total:		\$3,796,586.73

[Board report of checks 11-9-20.pdf \(81 KB\)](#)

### Administrative Content

## **Executive Content**

## Checks Dated 10/08/2020 through 11/09/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009038755	10/08/2020	360 Degree Customer Inc.	010	30,127.20	
5009038756	10/08/2020	Aswell Trophy	010	570.11	
5009038757	10/08/2020	MRS FIGS BOOKWORM	010	197.13	
5009038758	10/08/2020	California School Inspections	010	3,320.00	
5009038759	10/08/2020	C D W GOVERNMENT, INC.	010	52,986.00	
5009038760	10/08/2020	CITY OF OXNARD	010	8,779.71	
5009038762	10/08/2020	E J Harrison & Sons	010	7,898.72	
5009038763	10/08/2020	SOUTHERN CALIF. EDISON	010	26,859.04	
5009038764	10/08/2020	Explore Learning	010	6,260.50	
5009038765	10/08/2020	Frontier Communications	010	695.57	
5009038766	10/08/2020	THE GAS COMPANY	010	908.65	
5009038767	10/08/2020	Carlo Andre Godoy dba Godoy Studios	010	6,750.00	
5009038768	10/08/2020	HARRIS WATER CONDITIONING	010	214.08	
5009038769	10/08/2020	LAZEL	010	5,256.30	
5009038770	10/08/2020	Maxim Healthcare Staffing	010	2,155.20	
5009038772	10/08/2020	PARADIGM HEALTHCARE SERVICES	010	1,513.74	
5009038773	10/08/2020	SISC FINANCE	010	644,829.90	
5009038775	10/08/2020	UNITED WATER CONSERVATION DIST	010	2,427.27	
5009038776	10/08/2020	Broadview Networks	010	8,644.71	
5009038777	10/12/2020	Mosqueda, Margarita	010	554.45	
5009038778	10/12/2020	Amparan, Naomi A	010	52.96	
5009038779	10/12/2020	AssetGenie, Inc	010	4,482.00	
5009038780	10/12/2020	Assistance League School	010	8,050.00	
5009038781	10/12/2020	Barnes & Noble Inc.	010	206.54	
5009038782	10/12/2020	Collaborative Classroom	010	3,000.00	
5009038783	10/12/2020	Blick Art Materials	010	11,499.83	
5009038784	10/12/2020	OTC BRANDS, INC.	010	5,672.47	
5009038787	10/12/2020	T-Mobile	010	866.52	
5009038788	10/12/2020	Universal Printing	010	2,436.48	
5009038789	10/15/2020	Young, Katy	010	30.16	
5009038790	10/15/2020	Guenther, Meagan	010	27.28	
5009038791	10/15/2020	Cordova, Ralph	010	220.67	
5009038792	10/15/2020	Morales Bravo, Brenda	010	226.80	
5009038793	10/15/2020	Ron Obrien dba Bee Specialist	010	375.00	
5009038794	10/15/2020	C D W GOVERNMENT, INC.	010	4,258.11	
5009038796	10/15/2020	Blick Art Materials	010	567.94	
5009038797	10/15/2020	FOUNDATION FOR EDUCATIONAL ADMINISTRATION	010	1,695.00	
5009038798	10/15/2020	GREATAMERICA FINANCIAL SVCS	010	309.16	
5009038801	10/15/2020	Marble Bridge Funding Group	010	8,725.60	
5009038806	10/15/2020	Sonitrol	010	24,467.36	
5009038807	10/15/2020	Wireless CCTV LLC	010	3,000.00	
5009038808	10/20/2020	AMAZON.COM CORPORATE CREDIT	010	53,042.29	
5009038809	10/20/2020	C D W GOVERNMENT, INC.	010	166.24	
5009038810	10/20/2020	Blaine Kutin	010	618.30	

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

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## Checks Dated 10/08/2020 through 11/09/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009038811	10/20/2020	United of Omaha Life Ins. Co.	010	742.44	
5009038812	10/20/2020	Nee Quaison Sackey	010	2,700.00	
5009038814	10/20/2020	School Datebooks, Inc.	010	2,250.08	
5009038815	10/20/2020	360 Degree Customer Inc.	010	18,574.40	
5009038816	10/20/2020	William Venegas Hip Hop Mindset	010	1,400.00	
5009038817	10/20/2020	School Services Of California	010	3,840.00	
5009038818	10/20/2020	Steve Sunnarborg	010	2,187.50	
5009038819	10/20/2020	U.S. Bank Corporate Payment Systems	010	17,072.55	
5009038821	10/20/2020	Ventura County Office of Education	010	1,360.00	
5009038823	10/22/2020	California American Water	010	4,365.09	
5009038826	10/22/2020	E J Harrison & Sons	010	9,764.43	
5009038827	10/22/2020	SOUTHERN CALIF. EDISON	010	21,000.06	
5009038828	10/22/2020	Fred Pryor Seminars	010	3,295.00	
5009038829	10/22/2020	Frontier Communications	010	250.51	
5009038830	10/22/2020	Luis Gerardo Guillen	010	1,080.00	
5009038839	10/22/2020	U.S. Bank Corporate Payment Systems	010	44,586.18	
5009038840	10/26/2020	AT&T	010	93.18	
5009038841	10/26/2020	C & M AUTO TRUCK ELECTRIC	010	1,141.47	
5009038842	10/26/2020	CDTF	010	1.00	
5009038843	10/26/2020	CITY OF OXNARD	010	8,794.36	
5009038844	10/26/2020	THE GAS COMPANY	010	533.20	
5009038845	10/26/2020	OFFICE DEPOT	010	21,883.47	
5009038846	10/26/2020	SC FUELS	010	3,919.05	
5009038848	10/26/2020	Tax Deferred Services Corporate Office Suite 209	010	500.00	
5009038849	10/27/2020	Martinez, Oscar	010	82.00	
5009038850	10/27/2020	AMAZON.COM CORPORATE CREDIT	010	37,259.23	
5009038852	10/27/2020	Aswell Trophy	010	487.51	
5009038853	10/27/2020	AXIOM, INC.	010	3,600.00	
5009038855	10/27/2020	MRS FIGS BOOKWORM	010	186.99	
5009038856	10/27/2020	CCP Industries Inc.	010	317.14	
5009038857	10/27/2020	COGGS TIRE SERVICE	010	497.00	
5009038859	10/27/2020	Image Source	010	10,480.24	
5009038860	10/27/2020	Marlene A. Jones DBA Mobile Opacity Testing	010	1,050.00	
5009038861	10/27/2020	Oxnard Union High	010	15,454.01	
5009038862	10/27/2020	PARADISE CHEVROLET	010	431.37	
5009038863	10/27/2020	PARKHOUSE TIRE, INC.	010	331.37	
5009038864	10/27/2020	Plexiclass Corp	010	99,315.50	
5009038867	10/29/2020	Carrizales, Frances B	010	30.00	
5009038868	10/29/2020	Garibay, Maria L	010	30.00	
5009038869	10/29/2020	Guenther, Meagan	010	10.83	
5009038870	10/29/2020	Smith, Amy	010	406.58	
5009038871	10/29/2020	Ponce, Nayada S	010	30.00	
5009038872	10/29/2020	Espinoza, Omar	010	172.80	

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## Checks Dated 10/08/2020 through 11/09/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009038873	10/29/2020	360 Degree Customer Inc.	010	63,789.60	
5009038875	10/29/2020	Atkinson, Andelson, Loya, Ruud & Romo	010	27,632.50	
5009038877	10/29/2020	SCHOOL SPECIALTY	010	7,209.96	
5009038878	10/29/2020	CMRS-FP	010	10,000.00	
5009038879	10/29/2020	COASTAL OCCUPATIONAL MEDICAL GROUP	010	745.00	
5009038880	10/29/2020	De Lage Landen Financial Services, Inc.	010	213.84	
5009038881	10/29/2020	Diane DeLaurantis	010	1,900.00	
5009038883	10/29/2020	Gold Coast CUE Attn Genevieve Reifer	010	870.00	
5009038885	10/29/2020	IXL Learning	010	500.00	
5009038886	10/29/2020	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	651.98	
5009038889	10/29/2020	APRIL MCCARTHY	010	1,519.40	
5009038890	10/29/2020	Michelle Reyes	010	180.00	
5009038891	10/29/2020	OFFICE DEPOT	010	17,887.89	
5009038892	10/29/2020	Pacific Earth Resources DBA Pacific Sod	010	217.18	
5009038893	10/29/2020	Pacific Equipment	010	858.21	
5009038894	10/29/2020	Pioneer Chemical Co	010	10,866.30	
5009038895	10/29/2020	PRAXAIR DISTRIBUTION INC	010	288.98	
5009038898	10/29/2020	REPUBLIC ELEVATOR COMPNAY	010	1,155.00	
5009038899	10/29/2020	Rio School District	010	170.00	
5009038900	10/29/2020	Sam's Club Direct	010	688.24	
5009038901	10/29/2020	Santander Bank	010	74,915.00	
5009038902	10/29/2020	Savvas Learning Company	010	7,053.77	
5009038903	10/29/2020	SC FUELS	010	678.63	
5009038904	10/29/2020	SCHOLASTIC BOOK CLUBS, INC.	010	914.85	
5009038905	10/29/2020	SchoolMint Inc	010	5,209.40	
5009038906	10/29/2020	SECURE CONTENT SOLUTIONS	010	4,953.23	
5009038907	10/29/2020	SERVICE PRO-FIRE PROTECTION	010	1,077.00	
5009038908	10/29/2020	Smith Pipe & Supply	010	764.57	
5009038909	10/29/2020	School Specialty	010	1,292.14	
5009038910	10/29/2020	Clever Prototypes, LLC DBA Storyboard That	010	399.96	
5009038911	10/29/2020	Superior Text, LLC	010	331.24	
5009038915	11/02/2020	Padilla, Erika	010	14.99	
5009038916	11/02/2020	Vega, Nestor D	010	67.85	
5009038917	11/02/2020	Begin, Zena Marie G	010	225.18	
5009038918	11/02/2020	AT&T	010	6,480.49	
5009038919	11/02/2020	AT&T	010	468.64	
5009038920	11/02/2020	Diane DeLaurantis	010	1,200.00	
5009038922	11/02/2020	E J Harrison & Sons	010	250.68	
5009038923	11/02/2020	FEDEX	010	123.32	
5009038924	11/02/2020	Frontier Communications	010	226.23	

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## Checks Dated 10/08/2020 through 11/09/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009038925	11/02/2020	THE GAS COMPANY	010	641.65	
5009038926	11/02/2020	HARRIS WATER CONDITIONING	010	91.75	
5009038927	11/02/2020	Learning Priority, Inc	010	4,950.00	
5009038928	11/02/2020	Live Scan Ventura	010	364.00	
5009038929	11/02/2020	Nee Quaison Sackey	010	2,400.00	
5009038930	11/02/2020	OFFICE DEPOT	010	3,994.27	
5009038931	11/02/2020	Plexiclass Corp	010	7,555.57	
5009038933	11/02/2020	Rio School District	010	607.71	
5009038934	11/02/2020	Hekar Rivera	010	2,250.00	
5009038935	11/02/2020	Scholastic Classroom Magazine	010	4,431.62	
5009038936	11/02/2020	SCHOLASTIC	010	307.79	
5009038937	11/02/2020	SCHOLASTIC BOOK CLUBS, INC.	010	412.45	
5009038938	11/02/2020	Scholastic Inc.	010	611.33	
5009038939	11/02/2020	SCHOOL NURSE SUPPLY, INC.	010	851.72	
5009038940	11/02/2020	School Outfitters	010	325.95	
5009038942	11/02/2020	Southwest School & Office Supply	010	15,761.04	
5009038943	11/02/2020	School Services Of California	010	550.00	
5009038944	11/02/2020	Studies Weekly	010	2,128.48	
5009038945	11/02/2020	Steve Sunnarborg	010	2,138.40	
5009038946	11/02/2020	Sweetwater	010	1,292.78	
5009038949	11/02/2020	Tax Deferred Services Corporate Office Suite 209	010	89,230.00	
5009038951	11/02/2020	Broadview Networks	010	8,359.16	
5009038952	11/02/2020	Dr. Elizabeth Yeager	010	2,043.75	
5009038953	11/03/2020	Ramirez, Jisela	010	110.97	
5009038954	11/03/2020	AMAZON.COM CORPORATE CREDIT	010	26,777.43	
5009038955	11/03/2020	Aquaox, LLC	010	2,300.00	
5009038956	11/03/2020	Office of the District Attorney	010	6,208.32	
5009038957	11/03/2020	Global Equity Communications	010	6,825.00	
5009038958	11/03/2020	GREATAMERICA FINANCIAL SVCS	010	279.09	
5009038959	11/03/2020	HEIDISONGS	010	399.96	
5009038960	11/03/2020	School Services Of California	010	245.00	
5009038961	11/03/2020	Crown Castle	010	7,986.11	
5009038962	11/05/2020	RIO MESA HIGH SCHOOL	010	495.00	
5009038963	11/05/2020	Minnis, Krista J	010	13.86	
5009038964	11/05/2020	Folino, Michela A	010	113.92	
5009038965	11/05/2020	AIRPORT AUTO TECH	010	1,050.82	
5009038966	11/05/2020	AMAZON.COM CORPORATE CREDIT	010	31,092.57	
5009038967	11/05/2020	AMERICAN BUILDING COMFORT	010	2,105.93	
5009038968	11/05/2020	American Plastics Corp	010	4,195.63	
5009038969	11/05/2020	APPLIED BACKFLOW TECHNOLOGIES	010	884.50	
5009038970	11/05/2020	AT&T	010	4,323.00	
5009038971	11/05/2020	AT&T	010	2,157.49	
5009038973	11/05/2020	BARON INDUSTRIES	010	698.64	
5009038974	11/05/2020	Bus West	010	299.71	

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Checks Dated 10/08/2020 through 11/09/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009038975	11/05/2020	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010	265.00	
5009038976	11/05/2020	Coastal Enterprises	010	1,386.90	
5009038983	11/05/2020	McCARTY & SON'S TOWING	010	625.00	
5009038984	11/05/2020	MONTGOMERY HARDWARE CO.	010	827.89	
5009038985	11/05/2020	Moving Minds	010	48,885.66	
5009038986	11/05/2020	United of Omaha Life Ins. Co.	010	783.84	
5009038987	11/05/2020	O'Reilly Auto Parts	010	2,789.96	
5009038988	11/05/2020	Boom Learning DBA Omega Labs Inc.	010	714.00	
5009038989	11/05/2020	Auto Plus Auto Parts	010	745.65	
5009038990	11/05/2020	PhiSIRA	010	5,000.00	
5009038993	11/05/2020	Traffic Technologies, LLC	010	565.31	
5009038994	11/05/2020	VCOE Business	010	25,877.78	
5009038996	11/05/2020	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	3,925.00	
5009038997	11/05/2020	WINZER	010	1,099.98	
5009038998	11/05/2020	Xebec Inc	010	10,246.61	
5009038999	11/05/2020	XEROX CORPORATION	010	12,184.61	
5009039000	11/05/2020	YAMA LAWNMOWER REPAIR	010	738.79	
5009038795	10/15/2020	Clever Prototypes, LLC DBA Storyboard that	Cancelled		199.98 *
5009038847	10/26/2020	Southwest School & Office Supply	Cancelled		657.19 *
<b>Cancel</b>	<b>2</b>	<b>857.17</b>	<b>Total Number of Checks</b>	<b>190</b>	<b>1,906,967.13</b>
5009038761	10/08/2020	Driftwood Dairy, Inc.	130	30,330.61	
5009038774	10/08/2020	THE BERRY MAN, INC.	130	42,720.93	
5009038785	10/12/2020	Puretec Industrial Water	130	90.00	
5009038786	10/12/2020	SYSCO VENTURA, INC.	130	129,863.04	
5009038800	10/15/2020	Laubacher Farms, inc	130	2,067.00	
5009038802	10/15/2020	Puretec Industrial Water	130	285.75	
5009038803	10/15/2020	Tri County Bread Service	130	1,371.35	
5009038820	10/20/2020	VCOE Business	130	170.00	
5009038825	10/22/2020	Driftwood Dairy, Inc.	130	3,543.50	
5009038835	10/22/2020	Tri County Bread Service	130	4,421.69	
5009038837	10/22/2020	THE BERRY MAN, INC.	130	6,761.80	
5009038846	10/26/2020	SC FUELS	130	487.37	
5009038887	10/29/2020	Laubacher Farms, inc	130	6,467.00	
5009038891	10/29/2020	OFFICE DEPOT	130	2,977.65	
5009038896	10/29/2020	Puretec Industrial Water	130	95.25	
5009038897	10/29/2020	Tri County Bread Service	130	5,300.18	
5009038900	10/29/2020	Sam's Club Direct	130	422.08	
5009038903	10/29/2020	SC FUELS	130	22.58	
5009038913	10/29/2020	VENTURA REFRIGERATION SALES & SERVICE	130	1,171.99	
5009038921	11/02/2020	Driftwood Dairy, Inc.	130	31,446.38	
5009038932	11/02/2020	Puretec Industrial Water	130	285.75	

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## Checks Dated 10/08/2020 through 11/09/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009038947	11/02/2020	SYSCO VENTURA, INC.	130	139,014.53	
5009038950	11/02/2020	THE BERRY MAN, INC.	130	51,174.50	
5009038999	11/05/2020	XEROX CORPORATION	130	1,266.63	
<b>Total Number of Checks</b>			<b>24</b>	<b>461,757.56</b>	
5009038759	10/08/2020	C D W GOVERNMENT, INC.	212	9,086.12	
5009038771	10/08/2020	Monet Construction	212	199,725.78	
5009038799	10/15/2020	KENCO CONSTRUCTION SERVICES	212	7,600.00	
5009038804	10/15/2020	Reed Mechanical Systems Inc.	212	9,700.45	
5009038808	10/20/2020	AMAZON.COM CORPORATE CREDIT	212	40.93	
5009038822	10/22/2020	A4E	212	7,425.00	
5009038824	10/22/2020	Civic Construction Associates	212	81,358.45	
5009038831	10/22/2020	KBZ Architects	212	47,487.68	
5009038832	10/22/2020	M/M Mechanical Inc.	212	7,132.73	
5009038833	10/22/2020	N/V/5 West, Inc.	212	43,200.00	
5009038834	10/22/2020	Precision Plumbing-Mechanical	212	49,927.63	
5009038836	10/22/2020	Reed Mechanical Systems Inc.	212	13,681.71	
5009038838	10/22/2020	United Site Services	212	5,085.98	
5009038851	10/27/2020	American Technologies	212	12,719.18	
5009038865	10/27/2020	Reed Mechanical Systems Inc.	212	31,860.91	
5009038866	10/27/2020	United Site Services	212	540.54	
5009038876	10/29/2020	BALFOUR BEATTY CONSTRUCTION	212	33,848.00	
5009038882	10/29/2020	Finish Line Paving	212	9,941.40	
5009038888	10/29/2020	M/M Mechanical Inc.	212	131,790.65	
5009038912	10/29/2020	Venco Electric	212	5,077.28	
5009038914	10/29/2020	Worldwide Moving & Storage	212	1,554.00	
5009038941	11/02/2020	Pacific OneSource, Inc STS education	212	2,400.33	
5009038948	11/02/2020	TAFT ELECTRIC	212	751.63	
5009038972	11/05/2020	BALFOUR BEATTY CONSTRUCTION	212	31,016.00	
5009038977	11/05/2020	Earth Systems Consultants	212	6,841.00	
5009038979	11/05/2020	Got Shade	212	2,564.75	
5009038980	11/05/2020	KBZ Architects	212	2,000.00	
5009038981	11/05/2020	KENCO CONSTRUCTION SERVICES	212	4,320.00	
5009038982	11/05/2020	M/M Mechanical Inc.	212	178,480.00	
5009038991	11/05/2020	Reed Mechanical Systems Inc.	212	24,777.15	
5009038992	11/05/2020	Rio School District	212	975.00	
<b>Total Number of Checks</b>			<b>31</b>	<b>962,910.28</b>	
5009038805	10/15/2020	Sage Realty Group	251	12,500.00	
5009038875	10/29/2020	Atkinson, Andelson, Loya, Ruud & Romo	251	1,211.25	
5009038942	11/02/2020	Southwest School & Office Supply	251	5,844.82	
<b>Total Number of Checks</b>			<b>3</b>	<b>19,556.07</b>	
5009038808	10/20/2020	AMAZON.COM CORPORATE CREDIT	402	387.88	

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

ESCAPE ONLINE

Page 6 of 7



Checks Dated 10/08/2020 through 11/09/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
<b>Total Number of Checks</b>			<b>1</b>	<b>387.88</b>	
5009038813	10/20/2020	Pacific West Communities, Inc	490	7,500.00	
5009038854	10/27/2020	BEST Contracting Service, Inc	490	169,218.75	
5009038858	10/27/2020	CULVER-NEWLIN, INC.	490	199,988.25	
5009038874	10/29/2020	A4E	490	8,626.80	
5009038875	10/29/2020	Atkinson, Andelson, Loya, Ruud & Romo	490	5,276.25	
5009038884	10/29/2020	Hughes General Engineering	490	34,437.50	
5009038978	11/05/2020	Floored Tile & Stone, Inc	490	1,425.00	
5009038981	11/05/2020	KENCO CONSTRUCTION SERVICES	490	6,480.00	
5009038995	11/05/2020	Venco Electric	490	13,026.87	
<b>Total Number of Checks</b>			<b>9</b>	<b>445,979.42</b>	

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	188	1,906,967.13
130	Cafeteria Fund	24	461,757.56
212	Building Fund Measure L	31	962,910.28
251	CAPITAL FACILITIES - RESIDENTI	3	19,556.07
402	Special Reserve For Capital Ou	1	387.88
490	Capital Projects Fund for Blen	9	445,979.42
Total Number of Checks		<b>244</b>	<b>3,797,558.34</b>
Less Unpaid Tax Liability			<b>971.61-</b>
<b>Net (Check Amount)</b>			<b>3,796,586.73</b>

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

ESCAPE ONLINE

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10.6





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Ratification of renew the student information system (Aequitas Q)
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Nov 18, 2020
Fiscal Impact	Yes
Dollar Amount	61,984.02
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends renewing the SIS contract with VCOE.

### Public Content

Speaker: Jarkko Myllari

Rationale: Rio is one of the school districts in Ventura County which uses the Q student information system. The Ventura County Office of Education hosts the software, provides training and updates, and offers support to local school district staff that use the software. Rio has been using Q software for more than 10 years.

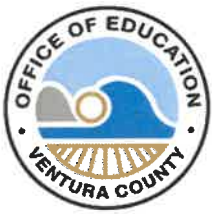
SIS- Rio SD 2020-21.pdf (82 KB)

### Administrative Content

### Executive Content

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





**Annual Q SIS Hosting Service Level Agreement**

This document identifies the terms of the Annual Q Hosting Service Level Agreement. This Service Level agreement is for the period beginning July 1, 2020 and ending June 30, 2021.

**LEA: Rio School District ADA: 5089**

Service	Cost per ADA	Total Cost
SIS	\$ 5.63	\$28,651.07
Food Service	\$ 1.30	\$6,615.70
Q Communication	\$ 3.50	\$0.00
Hosting Fee	\$ 5.25	\$26,717.25
SIS LDAP Integration	\$ 2500.00	
<b>Total Invoice</b>		<b>\$61,984.02</b>

VCOE Annual Q Hosting Service Level Agreement includes the following:

**1. Point of contact calls and e-mails to VCOE Service Center**

- The LEA will designate a **point person(s)** to communicate with VCOE Service Center and in turn relay information to their respective staff.
- VCOE Service Center is open between the hours of 8:00 a.m. and 5:00 p.m. M-F.
- A reasonable expectation for response time, either by phone or e-mail, is 2 hours.
- A timely resolution to the service request depends on the nature of the problem. *LEA determined **Emergency Requests** will be billed at prevailing VCOE rates.*

**2. VCOE makes all reasonable efforts to assure security and integrity of the Q server(s) including:**

- All server infrastructure regularly patched and monitored
- Database backups performed nightly
- Database administration and monitoring
- Servers are located behind VCOE firewall
- VCOE data center has secure key access
- VCOE data center has filtered UPS power and a diesel generator
- VCOE assures that servers have up to date SSL certificates

**3. Review and deploy software enhancements and hot fixes**

- All Q software releases will be reviewed prior to deployment by VCOE staff.
- Reasonable efforts will be made to schedule deployment so as not to negatively impact LEA

4. **Confidentiality.** From time to time, VCOE and/or VCOE's staff shall have access to confidential documents of the client such as tentative agreements, potential bargaining terms, employee social security data etc. (collectively "Confidential Information"). It is not the intent of the Parties to waive any confidentiality rights that pertain to any document or personal information not otherwise disclosable under the California Public Records Act (Government Code §§ 6250, et. seq.), including but not limited to, confidential personnel matters, educational records as defined under the Family Educational Rights and Privacy Act ("FERPA") (34 C.F.R. § 99.3), social security numbers (Cal. Civ. Code §§ 1798.85-1798.86.), and any other personal information or records protected from disclosure by any other laws pertaining to privacy and confidentiality, as well as under the attorney-client privilege, the attorney work-product doctrine, and all other applicable privileges and protections. VCOE agrees to ensure the handling of such information so as not to compromise the confidential nature of the data. VCOE shall use the Confidential Information solely in connection with performance by VCOE of the Services provided to the Client and shall not use the Confidential Information for any other purpose. VCOE shall not disclose, distribute, or disseminate any Confidential Information to any other person or entity. VCOE shall hold the Confidential Information in trust for the Client's benefit and shall utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of any Confidential Information. If Confidential Information in the possession of VCOE is accessed without authorization, or if a system maintained by the VCOE containing Confidential Information is breached, VCOE shall notify the Client in writing without delay.

5. **Hosting services include:**

- SQL Administration and management including the creation and maintenance of\*:
  - Stored Procedures
  - Execution hooks
  - Views

\*VCOE is not responsible for errors and omissions of data entered by LEA staff. It is the responsibility of the LEA to assure that integrity of data is maintained.

6. **VCOE requires the LEA to do the following:**

- Institute a password change policy of no greater than 90 days
- Require all users to sign an "acceptance of responsibility form" that they understand the criticality of account name/password security. An "acceptance of responsibility form" includes:

*Account names and passwords should **never** be written out and available to other's access.*

7. **LEA's responsibilities include the following:**

- Maintain account creation, deletion, password change, and general maintenance of accounts
- Point of contact person responsible for communicating to LEA staff information regarding software releases, hot fixes, and system availability
- Provide in house user training and support
- Communicate the importance of password security to their respective staff
- Maintain connectivity infrastructure between LEA and VCOE



**Annual Q Hosting Service Level Agreement**

This Annual Q Hosting Service Level Agreement is by and between VCOE and LEA. Notification of non-renewal of this agreement must be submitted in writing no less than 180 days prior to expiration.

The annual fee is calculated from the LEA's P-2 ADA as of June 1 of the prior fiscal year. Payment of the attached invoice and return of the signed agreement are due net 30 days upon receipt.

**VCOE:**

**CUSTOMER:**

By: *Lisa Cline*  
Authorized Signature  
Name: Lisa Cline  
Title: Director, Internal Business  
Date: July 1, 2020

LEA: Rio School District  
By: *Wael Saleh*  
Authorized Signature  
Name: Wael Saleh  
Title: Assistant Superintendent of Business  
Date: 10/16/2020

**Point Person Contact Information: LEA PLEASE UPDATE**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_



10.7





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 2020-21 1st Quarter Williams Ventura County Office of Education Activity Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams Activity Report.

### Public Content

Speaker: Oscar Hernandez

#### Rationale:

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with schools ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The attached report should be represented to the Governing Board of your district at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 1st quarter of fiscal year 2020-21. This summary report includes an overview of our textbook and instructional materials review as well as our facilities inspection. This report does not comment on our review of teacher assignments and vacancies, audit findings related to the Williams settlement, and our review of the annual school accountability report cards. Those reviews will conclude later in the school year and will be reported on at that time.

[williams quarterly report.pdf \(67 KB\)](#)

### Administrative Content

### Executive Content

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Ventura County Office of Education  
Williams Activity Report for the 1<sup>st</sup> Quarter  
Fiscal Year 2020-21

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

During the first four weeks of the 2020-21 school year, County Office of Education inspectors visited all Williams schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits are summarized on the following 1<sup>st</sup> Quarter Activity Report for your District. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that the condition of the school facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.

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

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

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

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

The final results of these reviews will be published in our annual Williams report in October of 2021.

If you have any questions about the Williams Settlement process or the information contained in the attached 1<sup>st</sup> Quarter Activity Report for your District, please contact Danni Brook, Executive Director, at 805-383-1981.

**Ventura County Office of Education  
Williams Activity Report for the 1st Quarter  
Fiscal Year 2020-21**

School District: **RIO ELEMENTARY**

Page 1 of 2

Schools: **Rio del Norte Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Rio Lindo Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Rio Plaza Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Rio Real Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:

Danni Brook, Executive Director  
School Business and Advisory Services  
805-383-1981



**Ventura County Office of Education  
Williams Activity Report for the 1st Quarter  
Fiscal Year 2020-21**

School District: **RIO ELEMENTARY**

Page 2 of 2

Schools: **Rio Rosales Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Rio del Valle Middle School**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Rio Vista Middle School**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:  
Danni Brook, Executive Director  
School Business and Advisory Services  
805-383-1981



10.8





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of Hello Yello Contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	6,000.00
Budgeted	Yes
Budget Source	Learning Mitigation Loss Funds
Recommended Action	Staff recommends board approval of Hello Yello contract.

### Public Content

Speaker: Oscar Hernandez

#### Rationale:

The expanded learning (after school) staff has used Hello Yello throughout distance learning to continue to connect with students and maintain the strong SEL component of our ASES Expanded Learning program.

Using a confidential format, students answer a short series of specially designed questions that elicit information about their feelings, thoughts, and experiences. The responses go directly to their expanded learning staff's account, to be reviewed by the adult.

Hello Yello lets program staff know about the important events, thoughts, and emotions that students experience on a day-to-day basis, allowing them to build strong, effective relationships and educate each student as a whole child.

Hello Yello also provides a step-by-step system for delivering a restorative justice approach to community building, social emotional learning, and discipline. HelloYello provides professional development for all staff.

[RioSD contract helloyello2020 \(1\).pdf \(244 KB\)](#)

### Administrative Content

### Executive Content

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## RIO SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 1st day of August, 2020 by and between Rio School District (hereinafter referred to as "District") and Sportel, Inc. (d.b.a. Hello Yello), (hereinafter referred to as "Provider.")

### PROVIDER.

Sportel Inc. (d.b.a. HelloYello)

(805) 637-3376

Provider

Telephone Number

1015 N. Milpas St., Unit F

Fax Number

Street Address

Santa Barbara, CA 93103

helloyelloteam@gmail.com

City, State, Zip code

E-mail Address

81-0764996

License Number (if applicable)

Tax Identification or Social Security Number

### Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other

- A. District desires to engage Provider services as more particularly described in "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of an independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
  - a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
  - b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that



there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria"). Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on August 1, 2020, and terminate on August 1, 2021. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from

employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Rio School District

District

Attn: Wael Saleh

1800 Solar Dr., 3rd Floor

Street

Oxnard, CA 93030

City, State, Zip Code

Provider

Street

Sportel Inc. (d.b.a. HelloYello)

Attn: Brandon Sportel

1015 N. Milpas St., Unit F

Santa Barbara, CA 93103

City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

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

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **PREVAILING WAGE.** Provider shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).

14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

15. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

16. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

**Workers’ Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers’ Compensation Insurance for all of the subcontractor’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider’s Workers’ Compensation Insurance.

**Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- Automobile Liability. If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles: \$ 500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

- Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 1,000,000.00	\$2,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00

Other:

\$

\$

Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement. \*See attached Certificate\*

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

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

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider,

employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

18. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.
19. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

20. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The

arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding
22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or



assigns.

25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
27. **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.
28. **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.
29. **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.

Sportel Inc. (d.b.a. Hello Yello)

District

Provider

By:

Signature

Signature

Name Brandon Sportel

Name

Title CEO HelloYello

Title

**Approved as to form:**

**Signature**

**Name**  
**District Counsel**

## STATEMENT OF WORK

**\*\*Due to the current Covid 19 Pandemic, and subsequent reliance on distance learning, HelloYello's services will provide for flexibility and responsiveness to the changing needs of the Rio Extended Learning Program (ELP) and safety of students as follows:**

- Provide Immediate support for implementing HelloYello for site coordinators consisting of: Needs assessment, strategic planning, and leveraging of available resources to provide social and emotional support to students.
- Hold HelloYello introductory/overview training for site principals and counselors in order to respond to the need for increased cooperation/collaboration with ELP program coordinators in the distance learning environment.
- Provide technical and curriculum support training to increase staff capacity for diverse safe methods communication with students (i.g. recording and embedding introduction videos to google classroom). This support will include: google classroom and supporting processes (online apps, and websites), SEL lessons and content, and will be provided in response to the needs presented by the program coordinators.
- Re-alignment of training schedule to accommodate a gradual ramping up of staffing level (a broad variation in required levels of training is expected between school sites). HelloYello agrees to provide a minimum total of 6 hours of training and/or collaboration.

**DESCRIPTION OF WORK:** The primary purpose of the professional development training and HelloYello application is to improve social, emotional and behavioral outcomes and show evidence of the Social-Emotional Core Competencies. The format of the staff development sessions may include: Distance/Remote instruction, In-Person instruction, and/or a hybrid of the two. The training will consist of educating staff on the SEL Framework, and implementing Restorative Approaches such as talking circles. It will also include guidance in utilizing the HelloYello web application and paper forms for the Check-In System, and Reflection System (a multi-tiered system of support for students that struggle with behavior). Lastly, the professional development training will instruct staff and coordinators on how to use emotional data and qualitative data to inform program improvements.

This contract also includes a one-year subscription to the online support tool, as well as copyrighted materials in electronic and hardcopy format supplied for all of Rio SD's after school Extended Learning Programs.

### **WORK SCHEDULE:**

**Staff Training #1: Approximately 2 hours** \*\*Prior to training, HY has worked with site leads to set up all staff and students with HY login accounts and provided each site with training binders and all paper forms. Leads (and Sonya) will have administrator credentials and access.\*\*\*\*

## **Goals of the Program and Meeting Social Emotional Learning (SEL) Standards**

- 1. Introductions of attendees**
- 2. Purpose and Goals: Why we are here, what are the goals of the program?**
  - a. Purpose: To improve student social, emotional and behavioral outcomes**
  - b. Goals:**
    - i. Understand and implement Restorative Approaches**
    - ii. Improve staff/student relationships**
    - iii. Collect and analyze data on behavioral outcomes**
    - iv. Meet student needs using the a Framework for SEL: We Are, We Belong, We Can**
- 3. Understanding the Framework for SEL (We Are, We Belong, We Can) within the context of our collective life experiences**
- 4. Introduction to Talking Circles- Staff will participate in a Talking Circle**
- 5. Think-Pair-Share: How does the Talking Circle relate to the Framework for SEL (We Are, We Belong, We Can)?**

## **Restorative Circles and Connecting to SEL Standards**

- 1. Restorative Circles (a.k.a Talking Circles or Peace Circles):**
  - a. The Talking Circle is the primary driver of SEL practice**
    - i. Origin**
    - ii. Impact on individuals and communities**
  - b. Implementing Talking Circles (minimum 2 times per week)**
    - i. Facilitator training overview (any adult can facilitate a circle)**
      - 1. Expectations**
      - 2. Prompts**
      - 3. Sentence framing (for EL's)**
      - 4. Including opportunities for self-expression (i.e. art)**
      - 5. Using the Talking Circle in response to conflict and for reintegration**
      - 6. Encouraging students to request Talking Circles using Check-In Forms (primarily older students)**
    - ii. Activity: Talking Circles Bootcamp**
      - 1. All staff will experience the Talking Circle**
      - 2. Staff members will be coached through overcoming initial student challenges to the Talking Circle**

## **Reflection Steps: The 3 R's**

- 1. Proactive and reactive strategies to promote positive behavioral expectations**
  - a. Discussion: What is your current system of responding to inappropriate behaviors?**
  - b. What is your current system of rewarding appropriate behavior?**

- c. **Misconception: punishment and coercion are effective behavior shaping strategies.**
- 2. **Helloyello tier 1 reflection system (paper forms) The 3 R's Overview:**
  - a. **Example of how to fill out forms with typical behaviors (each pair gets two typical behaviors to work on). Break into pairs and Take turns being student/staff.**
  - b. **Discuss results with group/share out with group. What might be some barriers to implementing reflection tier 1? What are some strategies to remove barriers?**
  - c. **Brief demo on reflection system digital form.**
  - d. **Brief Discussion: How does this system repair and build relationships? How is that different from punishment/coercion? Systematic and consistent reaction to repetitive behaviors.**
  - e. **Example of how to fill out forms with typical behaviors (each pair gets two typical behaviors to work on). Break into pairs and Take turns being student/staff.**
  - f. **Discuss results with group/share out with group. What might be some barriers to implementing reflection tier 1? What are some strategies to remove barriers?**
  - g. **Brief demo on reflection system digital form.**
  - h. **Brief Discussion: How does this system repair and build relationships? How is that different from punishment/coercion? Systematic and consistent reaction to repetitive behaviors**

**3. Utilizing the Circle as a reintegration step following reflection.**

**Monitoring behavior data and Communication with Parents**

- 1. **Collecting, organizing, and filing data.**
  - a. **Two or more reflection sheets in two consecutive weeks warrant moving to tier 2, self monitoring incentive.**
  - b. **How to set behavior targets and maintain consistency**
  - c. **How to provide incentives (rewards) for preferred behaviors.**
  - d. **How to collect data/points.**
  - e. **Communicating with parents.**

**Staff Training #2 approximately 1 hour.**

**Discussion of how things are going:**

- 1. **How are reflection times working? Are we seeing a decrease in problem behaviors? (if needed, stop here and work through problems/issues with reflection times, this is priority). Are any students on tier 2? What's not working? How are restorative circles going?**
- 2. **Difference between classroom disruptions/unsafe behavior and work refusal/disengagement.**

## **The Check-In System**

- 1. Review check-in system**
  - a. How to login**
  - b. Feedback**
  - c. Prompts**
  - d. Admin.**
  - e. What to do when you get serious check-ins**

**Staff Training #3 approximately 1 hour.**

**Discussion about how things are going with Reflection System, Restorative Circles, and Check-Ins. Training on Tier 3:**

- 1. How is reflection times working? Are we seeing a decrease in problem behaviors? Are any students on tier 2? What's not working?(if needed, stop here and work through problems/issues with reflection times, this is priority). How are restorative circles going?**
- 2. Tier 3 reflection system, brief explanation and implementation (parent meeting is a necessary part of tier 3).**

**Staff Feedback for Check-ins:**

- 1. Responding to check-ins. How to communicate with the regular school day teachers/staff.**
- 2. Administrator/site lead responsibilities.**
- 3. Services/supports for students that display SEL needs (i.e. counseling support, one to one, mentors, etc.).**

**Staff Training #4. approximately 1 hour.**

**Discussion about Reflection system, Restorative Circles, Check-ins, and progress**  
**How are reflection times working? Are we seeing a decrease in problem behaviors? Are any students on tier 2 or 3? What's not working?(if needed, stop here and work through problems/issues with reflection times, this is priority). How are restorative circles going?**  
**Brief discussion on what we are seeing in check-ins.**

**Program Climate and Safety Committee Meetings/ SEL Standards Connection**

**Staff climate and safety committee meeting: How to use emotional data and qualitative data to inform program and practices.**

## **SCHEDULE OF FEES**

**FEES:**

Compensation for Services	\$ 6000.00
Actual and Necessary Travel Expenses	\$ 0
Other Expenses	\$ 0
Total Amount not to Exceed	\$ 0
Deposit	\$ 0
Balance Due after Completion of Services	\$ 0

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

**PAYMENT SCHEDULE:**

One-time payment upon receipt of invoice

**ADDITIONAL COSTS OF EXPENSES:**





10.9





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Purchase of EZ Reports System Software
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	9,000.00
Budgeted	Yes
Budget Source	After School Education and Safety (ASES)- indirect
Recommended Action	Staff recommends board approval to purchase EZ Reports System software.

### Public Content

Speaker: Oscar Hernandez

#### Rationale:

EZReports is web-based software for the management and reporting of after school programs. EZReports system is designed specifically for after school programs with the assistance of Program Directors and Site Coordinators.

The data management system will enable students to be checked in to and out of the expanded learning program digitally. Data needed for reports due to the California Department of Education annually and semi-annually can be downloaded for submission.

EZReports-CA-RioContract2020 (1) (1).pdf (3,570 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.*



*Proposal for 21<sup>st</sup> CCLC Afterschool Management Software*



**[CONFIDENTIAL]**

*Submitted by*

**ThomasKelly Software Associates, LP**  
[thomaskelly.com](http://thomaskelly.com)



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## I. CONTACTS

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### Delivered To:

**Rio School District**

ATTN: Dr. Sonya Mercado

1800 Solar Drive

Oxnard, California 93030

[smercado@rioschools.org](mailto:smercado@rioschools.org)

### Business Name

**ThomasKelly Software Associates**

1 Sugar Creek Center Blvd, Suite 410

Sugar Land, Texas 77478

(281) 220-6949

<http://www.thomaskelly.com>

### Contacts

*Contractual Matters*

Jeffrey Thomas

(281) 565-1460

[jeffrey@thomaskelly.com](mailto:jeffrey@thomaskelly.com)

*Technical Matters*

Sanjeev Yamdagni

(281) 565-1461

[sanjeev@thomaskelly.com](mailto:sanjeev@thomaskelly.com)

### Abbreviation and Acronyms

TKSA: ThomasKelly Software Associates

RSD: Rio School District

21APR: The 21APR Federal Reporting System

## II. CONTRACT FOR SOFTWARE SERVICES

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This Contract for Software Services ("Contract") is entered into on this 22<sup>nd</sup> day of October, 2020 ("Effective Date") by and between Thomaskelly Software Associates, LP ("Contractor"), having its principal place of business at One Sugar Creek Center Blvd, Suite 410, Sugar Land, Texas 77478 and Rio School District ("Client"), having its principal place of business at 1800 Solar Drive, Oxnard, California 93030. Contractor and Client may be referred to collectively as "the Parties."

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services.** Contractor will provide Client with use of EZReports SaaS including data transmission, access, and storage ("Services") as defined in the attached cost proposal.
2. **Term and Termination.** The term of this Contract shall commence on November 1, 2020 and shall continue in effect until October 31, 2021 ("the Term"). The Parties may agree to terminate this Contract before the end of the Term. Any such early termination requires at least thirty (30) days prior notice to the other Party and the mutual written consent of the Parties. Unless either party sends written notice to the other party at least 30 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each November 1<sup>st</sup> following the Initial Term.
3. **Grant of License.** Subject to the terms of this Contract, Contractor grants Client a non-exclusive, non-transferable right to use the Services, solely for Client's own internal business purposes. Further, subject to the terms of this Contract, Client grants to Contractor the non-exclusive right to use, copy, store, transmit and display Client data solely to the extent necessary to provide the Services as requested by Client. Client shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Services, technology, or intellectual property of Contractor; (b) modify or make derivative works based upon Contractor's Services, technology, or intellectual property; (c) commercially exploit the Contractor's Services, technology, or intellectual property in any way; or (d) "frame" or "mirror" any content contained in, or accessible from, the Services on any other server, wireless or Internet-based device; or (e) allow any third parties access to the EZReports software including, but not limited to, allowing any third parties access to screen shots of the EZReports software.. Contractor shall not use the Client's data for any purpose other than to provide the Services to Client. All rights not expressly granted to Client are reserved by Contractor. Regardless of any other terms of this Contract, Client shall not have access or any rights to object code or source code owned by Contractor.



4. **Charges and Payment of Fees.** As compensation for the Services and the provision of any other services as may be applicable, Client shall pay Contractor as set forth in the attached cost proposal. The Parties agree that all payments by Client shall be non-refundable, and no payments will be prorated. Further, Client's payments to Contractor shall be made as set forth in the attached cost proposal as well. Any information disclosed pursuant this provision shall be considered Confidential Information as defined in Section 15.

5. **Technical Support.** All authorized administrators and staff will have access to the integrated web-based support system. Contractor shall authorize two Client Coordinators nominated by Client, and these Client Coordinators shall act as liaison between the Parties. The Client Coordinators will have access to telephone support in case of technical problems with the Services. Any additional modifications/enhancements will be charged at a rate of one hundred dollars (\$100.00) per hour. Technical support does not include problems caused by bad or invalid data.

6. **Data Storage.** Contractor will provide the services for hosting the website through Rackspace, Inc., a national hosting company. Data security features provided by Rackspace, Inc. include a firewall and 256 bit SSL encryption. Contractor reserves the right to change the website hosting provider.

7. **Service Availability.** The Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Contractor will make reasonable efforts to minimize such delays or problems to ensure that Client suffers minimal disruption to its operations.

8. **Client Responsibilities.** Client is responsible for any and all activities that occur under Client's user accounts. Client (a) shall notify Contractor immediately of any unauthorized use of any password or account or any other known or suspected breach of security including, but not limited to, third-party access to the EZReports software and/or screen shots of the EZReports software; (b) shall report to Contractor immediately and use reasonable efforts to stop immediately any copying or distribution of any content or materials that is known or suspected by Client; (c) represents and warrants that use of the Services shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; (d) shall not impersonate another client or user of Contractor or provide false identity information to gain access to or use the Services.

9. **Ownership.** All rights, title, and interest in Contractor's technology including, but not limited to, techniques, algorithms, methods, software, content, Services, and any other intellectual property at the time this Contract is executed shall be and remain the property of Contractor. Further, all rights, title, and interest in software, techniques, algorithms, methods, data, program images and text viewable on the Internet, HTML code relating thereto, or any program code,

including site related program code, created, developed, or prepared during or after the Term by Contractor, including manuals, training materials, and documentation shall be owned by Contractor. Also, any and all suggestions, ideas, enhancement requests, modifications, feedback, recommendations or other information provided by Client or any other party relating to the Services shall be owned by Contractor. Contractor will not have any rights to Client's data. This Contract is not a sale and does not convey any rights of ownership in or related to the Services, Contractor's technology, or intellectual property owned by Contractor to Client. Contractor's name, logo, and product names associated with the Services are trademarks of Contractor or third parties, and no right or license is granted to Client to use them.

10. **Representations and Warranties.** Each Party represents and warrants that it has the legal power and authority to enter into this Contract. Contractor represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision. Client represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Services. In performing the Services under this Contract, Contractor is an independent contractor and nothing herein is to be construed as establishing an employer/employee relationship. The Parties agree that all work shall be performed in accordance with the highest professional standards.

11. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO ANYONE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, INTERRUPTION OF USE OR LOST REVENUES) ARISING OUT OF OR RELATED TO THE CONTRACTOR PRODUCT OR SERVICES, UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER THAT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. **Competitors.** In addition to the other provisions of this Contract, which may also be applicable, Client is specifically barred from sharing any information related to the EZReports software and the Services with any competitors of Contractor. This includes, but is not limited to, sharing any details related to the operation of the software, screen shots, the performance of the Services, or anything else that may provide information about the EZReports software or the Services to any and all competitors of Contractor. In the event of a breach of this provision by Client, Contractor shall be entitled to liquidated damages in the amount of \$50,000. In addition to the liquidated damages, Contractor shall also have the right to terminate this Contract and Client's access to the EZReports software immediately upon Contractor learning of such a breach by Client. Client shall be responsible for all of its users' actions as they relate to this and the other provisions.

13. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. In the event that Contractor initiates a lawsuit for any disputes arising out of or relating to this Contract (“Contractor Lawsuit”), the Parties agree that exclusive jurisdiction for any such Contractor Lawsuit shall be in the state or federal courts of Texas. The Parties further agree that the exclusive venue for any such Contractor Lawsuit shall be in a court of competent jurisdiction in Fort Bend County, Texas.

14. **Entire Agreement.** This Contract constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties’ agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Contract are expressly merged into and superseded by this Contract.

15. **Severability.** In the event that any one or more of the provisions of this Contract shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Contract shall not be affected thereby.

16. **Confidentiality.** “Confidential Information” means all documents, software, screen shots, reports, data, records, forms and other materials and information obtained by one Party (the “Receiving Party”) from the other Party (the “Disclosing Party”), either verbally or in writing, in the course of performance of any Services (including, but not limited to, records and information of the Disclosing Party): (a) that have been marked as confidential; (b) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (c) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information shall, in all events and whether or not marked or communicated as being confidential, include Personal Data, and all information relating to the Disclosing Party’s business plans, pricing information, cost proposals, and customers, computer operations; organizations; products, product development and marketing; financing; payroll; and the like; which is disclosed to the Receiving Party either directly or indirectly, in writing or orally. Confidential Information does not include information which: (a) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) is independently developed by the Receiving Party without benefit of the Disclosing Party’s Confidential Information; or (d) is lawfully received by the Receiving Party from a Third Party without restriction and without a breach of an obligation of confidentiality.

The Receiving Party shall not use or disclose to any person, firm or entity any Confidential Information without the Disclosing Party’s express, prior written permission; provided, however, that the Receiving Party may disclose such information to its employees in connection with this Contract on a need to know basis and who are subject to a prior written agreement containing obligations of confidentiality at least as protective as this Contract. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required to be

disclosed pursuant to a statutory or regulatory provision or court order. The Receiving Party shall provide notice to the Disclosing Party as soon as practicable upon knowledge of any potential or actual required disclosure and, if requested by the Disclosing Party, shall reasonably cooperate with the Disclosing Party in limiting such disclosure.

In the event of the termination of this Contract, the Receiving Party shall, if requested by the Disclosing Party and at Disclosing Party's option, either return to Disclosing Party all Confidential Information and all copies thereof, and all other property obtained from or through Disclosing Party, or certify under penalty of perjury that it has destroyed the Confidential Information, including any copies thereof and all other property obtained from or through Disclosing Party, within thirty (30) days of said request by Disclosing Party.

17. **Indemnification**; Contractor agrees to defend, indemnify Client, its agents, and its employees from any and all claims, demands, losses, damages, and expenses, including legal fees and costs, or other claims arising out of liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of its agents, employees, or subcontractors. Contractor shall also pay for any and all damage to the real and personal property of the client, or loss, or theft of such property, done or caused by such persons. Contractor hereby waives any and all rights of subrogation that it may have against the Client. The provisions of this indemnification do not apply to any damage or losses caused by the negligence of the Clients, its agents, or its employees.

18. **Expiration or Termination**; Survival. Expiration or earlier termination of this Contract shall not impair or affect any liability or obligation of Contractor or Client which has accrued on or before the date of expiration or earlier termination of this Contract. Further, unless otherwise specifically provided in this Contract, all provisions of this Contract which by their nature contemplate performance after the expiration or earlier termination hereof, including but not limited to all provisions that contain obligations of confidentiality, data privacy, indemnity, defense, representations, warranties, waiver or release made by any party to this Contract, shall survive such expiration or earlier termination of this Contract.

Rio School District

ThomasKelly Software Associates



Wael Saleh  
Assistant Superintendent of Business Services

Jeffrey Thomas  
President

Date: 11/6/2020

Date: \_\_\_\_\_

### III. COMPANY BACKGROUND

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**ThomasKelly Software Associates (TKSA)** is an information technology consulting and software development company, based in Sugar Land, Texas. TKSA was formed in 1996 and has a team of highly experienced software professionals capable of handling total responsibility for the analysis, design, development, delivery, and maintenance of complex software applications. TKSA's mission is to deliver high quality, customized software solutions, using the latest technology in a timely and cost-efficient manner that will enable the client to achieve their business goals.

ThomasKelly Software Associates (TKSA) has over **24 years of experience** in providing commercial off-the-shelf (COTS) software services to clients around the country. TKSA has **18+ years of experience** in successfully implementing, hosting, training, and supporting afterschool systems for School Districts and State Education Departments.

**EZReports SaaS** is a web-based software for managing afterschool programs. It is currently being used by 8 State Departments of Education – Michigan, Florida, New York, New Mexico, Colorado, Alabama, Idaho, and Oregon. Michigan has been using EZReports for all schools funded by the 21st CCLC program for **18+ years** beginning with the 2002-2003 school year. In addition, EZReports is being used by several school districts and CBO's nation-wide to manage their 21<sup>st</sup> CCLC and other grant-funded after school programs. EZReports is currently being used by over 3,000 schools and organizations nationwide.

**EZChildTrack SaaS** is a web-based childcare management software. Its features include automated billing, online payments & registrations, and a parent portal. EZChildTrack is currently being used by over 2,000 schools and organizations nationwide.

**EZSES SaaS** was used by the Texas Department of Education to manage the Title I SES program for 5 years beginning in 2007. EZSES is currently being used by over 300 schools and 250 providers nation-wide.

**EZTPPI SaaS** is a case management software being used, for 5+ years, by the North Carolina Department of Health and Human Services for managing their teen pregnancy prevention initiatives.

**EZComEd SaaS** is a software used to manage enrichment, community, and adult education programs.

TKSA's **technical support** team has over 18 years of experience in supporting over 5,000 schools that are using our various SaaS offerings. TKSA has a web-based support system that is integrated into all our SaaS offerings to provide technical support and assistance to our clients. TKSA provides both web-based support and telephone support to our clients. TKSA's **training team** has over 18 years of experience in training school districts and DOEs on our various SaaS offerings.

## IV. EZREPORTS OVERVIEW

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EZReports is web-based software for the management and reporting of after school programs. EZReports system is designed specifically for after school programs with the assistance of Program Directors and Site Coordinators. The key benefits of using EZReports are listed below:

- Web-based software - can be accessed by users via the Internet from anywhere
- Enter data one time, no redundant data input
- Compatible with New Federal 21 APR system
- Analyze programs, activities, and performance in real-time
- Reduces operational cost and provides facts to make informed decisions
- Enhance communications between sites and administration
- Focus on advocacy efforts
- Increase community outreach efforts
- Effectively manage your program

Some of the capabilities of EZReports are listed below:

### **Easy Data Management and Print Options**

- Data management by site coordinators, program directors, and evaluators
- Registration of students and community members
- Storing emergency contact information, family information, demographics
- Tracking attendance
- Integration of program information with existing school administration data
- Activity scheduling
- Storage of student and teacher survey data
- Storage of teacher, staff, and service provider information
- Monitoring and reporting by site coordinators, program directors, and program evaluators

### **Comprehensive Tracking:**

- Student attendance by:
  - Program
  - Activity
  - Session
  - Demographics
- Activities by:

- Type (academic, youth development)
- Service provider
- Session
- Service provider/staff utilization
- Student grades and test scores
- Qualitative data (e.g., goals, successes)
- Surveys – Teacher, Student, Parent, Staff, and Partner

**Extensive Reporting Capabilities:**

- 21 APR - GPR Report
- 21 APR - APR Report
- Customized State Reports
- Over 100 standard reports
- About 40 -50 different ad hoc reports using a report wizard

**Established and Secure Technology:**

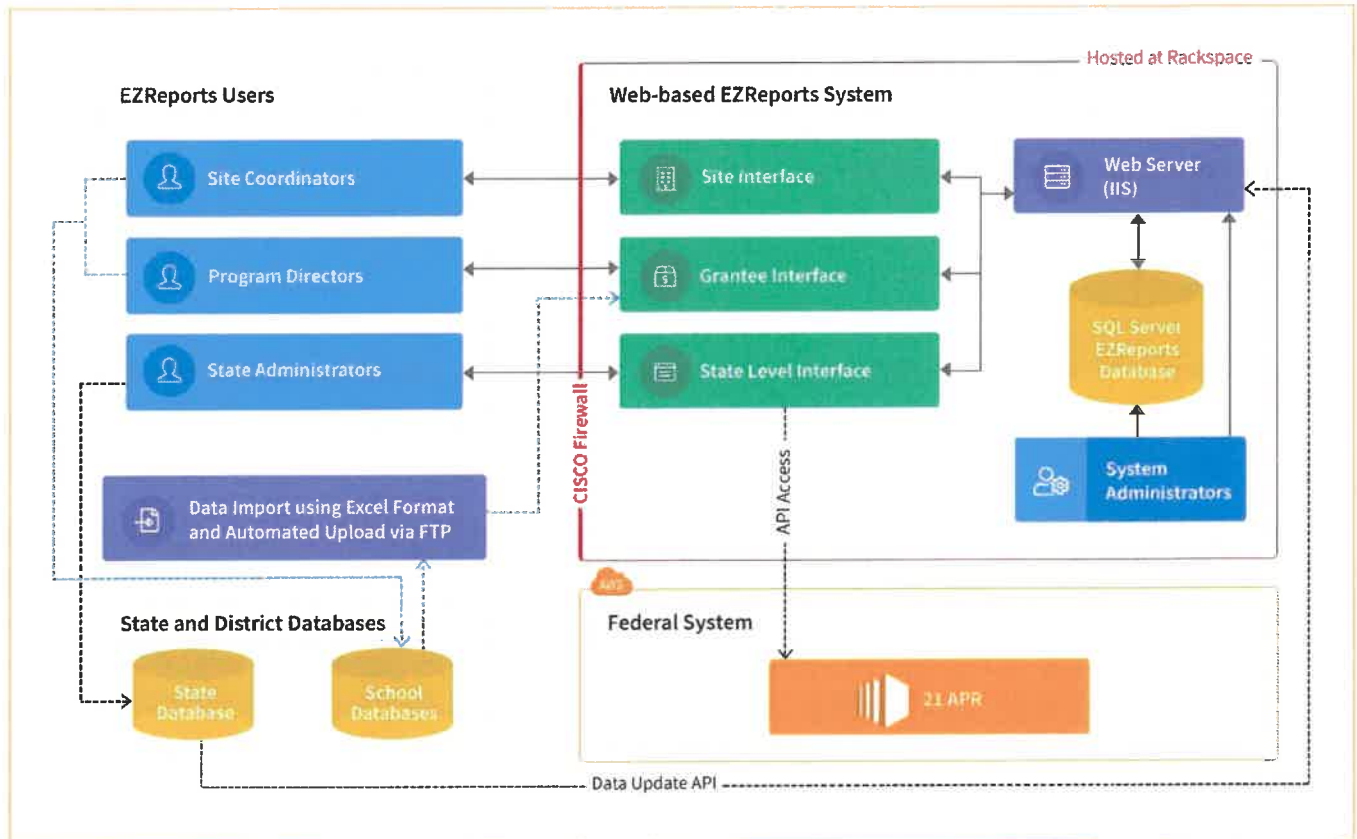
- Microsoft Web Technologies
- Microsoft SQL Server Database
- Secure Access via Internet
- Rackspace Hosting and
- Rackspace Managed Security Services



# V. FEATURES

## 1. Architecture

The diagram below shows the high-level architecture of the EZReports System:



### Operating Environment

#### Web Application

The EZReports System has been developed using Microsoft Web Technologies. The application software was developed using ASP.NET, HTML, DHTML, and JavaScript on the Windows platform with IIS web server.

#### Backend Database

The database used for EZReports is **MS SQL Server**.

### **Reporting Tool**

EZReports uses **SSRS Reports and Excel** for generating and displaying all reports online. Most reports can be exported to multiple formats such as Excel, PDF, etc.

### **Supported Browsers**

EZReports is supported on popular browsers: Chrome, Firefox, Edge, Internet Explorer 11+, and Safari. The application is compatible with mobile devices running **iOS and Android** platforms on both **tablets and smartphones**.

## **2. User Levels**

EZReports is a hierarchical user database system. EZReports has separate interfaces for the following three-level of users:

**State Administrators** are able to set up and manage all grantees/LEA in the system including defining user privileges for program directors. A state-level user is able to set up system-wide parameters and can monitor each program or even each site by drilling down to their level. Users at this level have the ability to run system-wide reports and can generate Federal 21st APR (GPR as well) reports for all 21st CCLC funded programs/sites. The Federal 21st APR reports are generated in excel format and can be sent to the Federal reporting system for uploading them into the Federal 21st APR system without individual program directors having to manually enter the information.

**Program Director** can set up and manage all sites including defining the user privileges for the Site Coordinators. The Program Director can monitor the activities and attendance data for all sites. Several Reports including Federal 21st APR and GPR Reports can be generated in real-time at the Program Director's discretion.

**Site Coordinators** can setup activities, register students, print completed registration forms, enroll and de-enroll students in activities/sessions, generate weekly roster, enter attendance and print various reports. They can monitor the attendance and performance of each student and submit monthly attendance to the Program Director. EZReports enables Site Coordinators to

spend less time administering & reporting data and more time focusing on student activities at the site.

### 3. Site Coordinator's System

#### Registration

- Upload student data online from the school database
- Register Students online from the list of uploaded students
- Register multiple students with minimum clicks
- Option to manually register students/adults
- Option to link siblings and family members
- Comprehensive Student data organized by tabs
- A transfer student from one site to another
- All Students organized under 3 tabs (Active, Dropped & Deleted)
- Ability to reactivate dropped students
- Ability to re-register Deleted students

**Students** Manage details of active students registered at the site. [Read More...](#)

Active (162) Dropped (6) Deleted

**Active Student(s)**

Manually register new students one by one
  Select and register students from the upload list or the last year's list

Scholarship
  Snack Time
  Football Team Member

Active Student(s) : 162 Edit Drop Delete Attendance

View 10 Participants per Page  Page << 1 2 3 4 5 6 7 8 9 10 >>

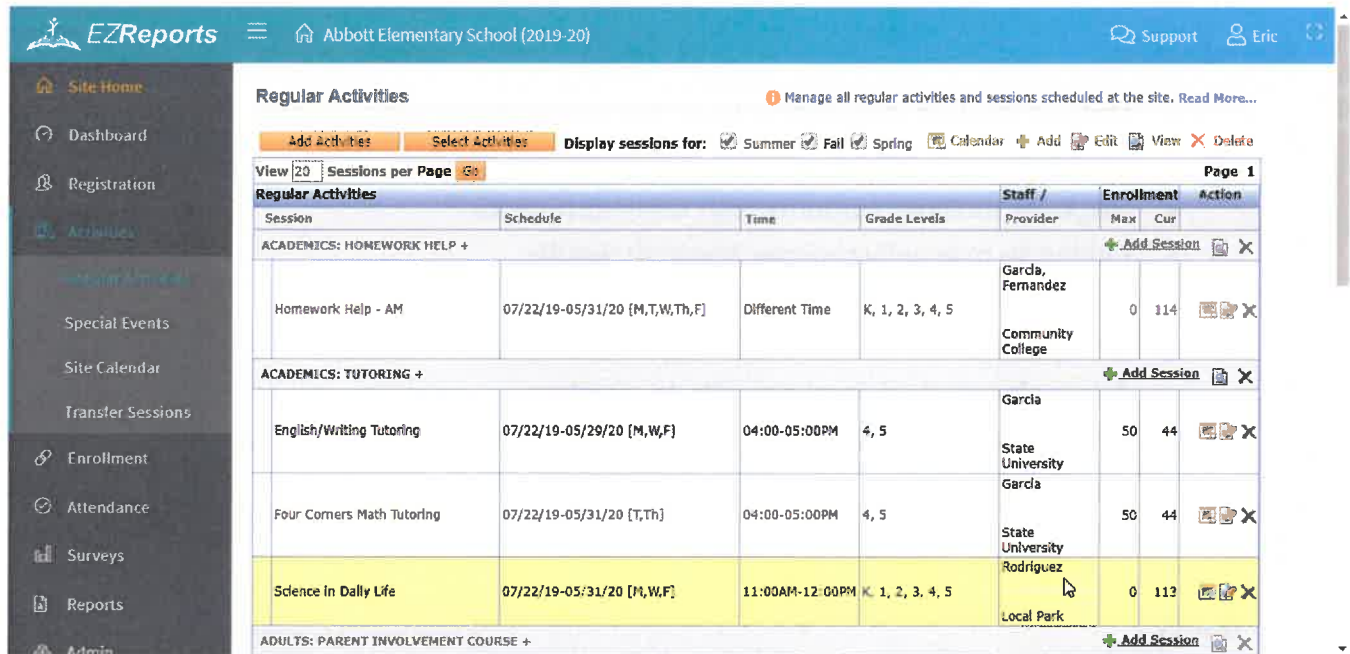
List of Active Student(s) : Click on the column heading to sort

#	Last Name ^	First Name	Type	DOB	District Student ID	Reg. Date	Grade	Attendance			Action
								Total	Snr	Fall	
41.	Alfaro	Edgar	S	12/14/05	763398	09/05/17	5	41	36	5	
42.	Alforque	Caldyn	S	12/16/99	753252	10/24/18	K	41	36	5	
43.	Alfredson	Luke	S	08/21/07	845280	06/01/16	K	41	36	5	
44.	Alissa	Christian	S	12/31/03	78545	10/24/18	5	41	36	5	
45.	Allen	Elizabeth	S	07/19/11	845246	06/01/16	1	41	36	5	
46.	Allen	Naomi	S	01/18/09	845214	10/10/17	K	41	36	5	
47.	Allen	Ryan	S	04/15/08	845281	09/05/17	K	41	36	5	
48.	Allyn	Cooper	S	10/05/09	845282	06/01/16	K	41	36	5	
49.	Almajano	Edwin	S	01/18/05	65865	07/31/19	6				
50.	Alvarado	Aurora	S	11/16/05	65867	07/31/19	6				

#### Activities / Sessions

- Create and schedule sessions easily
- Sessions linked to Activity & Activities linked to Activity Category
- Session calendar provides the ability to manage scheduled dates

- Holidays and Emergency closures can be defined centrally
- Switch session from one activity to another
- Schedule Special Events (e.g. Lights on)

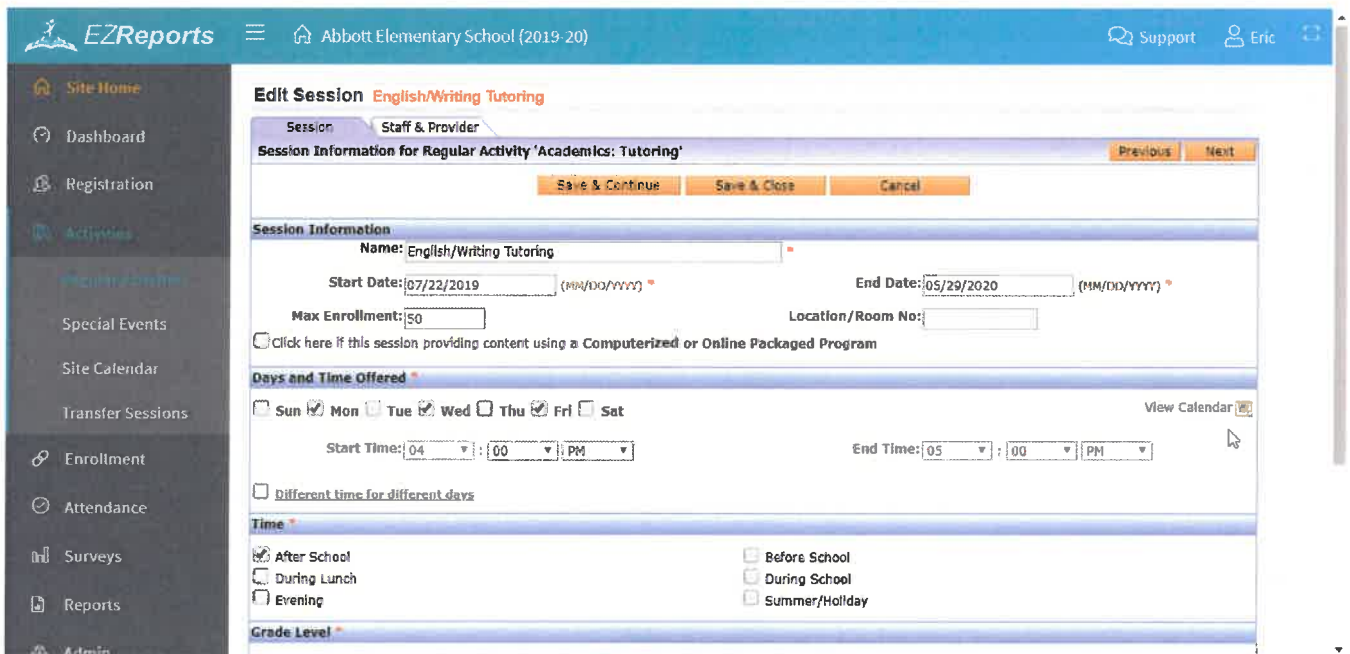


**Regular Activities** Manage all regular activities and sessions scheduled at the site. [Read More...](#)

[Add Activities](#) | [Select Activities](#) | **Display sessions for:** Summer Fall Spring | [Calendar](#) | [Add](#) | [Edit](#) | [View](#) | [Delete](#)

View  Sessions per Page [Go](#) Page 1

Session	Schedule	Time	Grade Levels	Staff / Provider	Enrollment	Action
<b>ACADEMICS: HOMEWORK HELP +</b> <a href="#">Add Session</a> <a href="#">X</a>						
Homework Help - AM	07/22/19-05/31/20 [M,T,W,Th,F]	Different Time	K, 1, 2, 3, 4, 5	Gerda, Fernandez Community College	0 114	<a href="#">X</a>
<b>ACADEMICS: TUTORING +</b> <a href="#">Add Session</a> <a href="#">X</a>						
English/Writing Tutoring	07/22/19-05/29/20 [M,W,F]	04:00-05:00PM	4, 5	Garcia State University	50 44	<a href="#">X</a>
Four Corners Math Tutoring	07/22/19-05/31/20 [T,Th]	04:00-05:00PM	4, 5	Garcia State University	50 44	<a href="#">X</a>
Science in Daily Life	07/22/19-05/31/20 [M,W,F]	11:00AM-12:00PM	K, 1, 2, 3, 4, 5	Rodriguez Local Park	0 113	<a href="#">X</a>
<b>ADULTS: PARENT INVOLVEMENT COURSE +</b> <a href="#">Add Session</a> <a href="#">X</a>						



**Edit Session English/Writing Tutoring**

[Session](#) | [Staff & Provider](#)

**Session Information for Regular Activity 'Academics: Tutoring'** [Previous](#) [Next](#)

[Save & Continue](#) | [Save & Close](#) | [Cancel](#)

**Session Information**

Name: English/Writing Tutoring

Start Date: 07/22/2019 (MM/DD/YYYY) End Date: 05/29/2020 (MM/DD/YYYY)

Max Enrollment: 50 Location/Room No:

Click here if this session providing content using a Computerized or Online Packaged Program

**Days and Time Offered \***

Sun  Mon  Tue  Wed  Thu  Fri  Sat [View Calendar](#)

Start Time: 04 : 00 PM End Time: 05 : 00 PM

Different time for different days

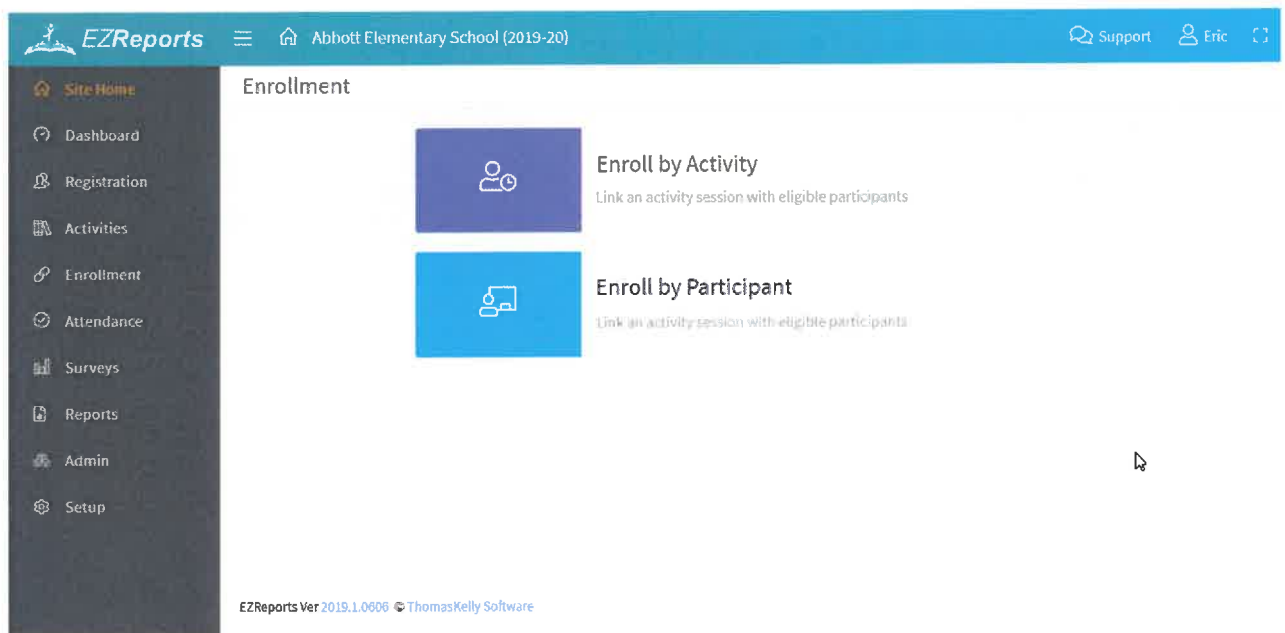
**Time \***

After School  Before School  
 During Lunch  During School  
 Evening  Summer/Holiday

**Grade Level \***

## Enrollment

- Ability to enroll batch of students into sessions
- Ability to enroll one student into multiple sessions in one step
- Ability to remove enrollment for multiple students
- Ability to de-enroll and re-enroll
- Ability to auto-enroll students
- Automatic enrollment by grade level
- Automatic enrollment by group
- Enrollment history maintained for all sessions for all students



The screenshot shows the EZReports software interface. The top navigation bar includes the EZReports logo, a home icon, the school name "Abbott Elementary School (2019-20)", a support icon, and a user profile icon for "Eric". A left sidebar menu lists various functions: Site Home, Dashboard, Registration, Activities, Enrollment, Attendance, Surveys, Reports, Admin, and Setup. The main content area is titled "Enrollment" and features two prominent buttons: "Enroll by Activity" (with a person and plus icon) and "Enroll by Participant" (with a person and document icon). Both buttons include the text "Link an activity session with eligible participants". At the bottom of the page, it says "EZReports Ver 2019.1.0606 © ThomasKelly Software".

## Rosters / Attendance

- Print Daily, Weekly or Monthly Roster
- Rosters sorted by Name or Grade
- Bar Coded Rosters Available
- Session Roster and Daily rosters available
- Sign-in sheets for special events
- Multiple options for recording attendance
- Option to enter attendance by session or by day
- Option to handle drop-in students
- Record attendance for special events
- Record attendance online with minimum clicks
- Record attendance using a scanner

- Record attendance using PDA (Pocket PC)
- Submit Attendance at end of month
- Lock Attendance after submission

## Record Attendance

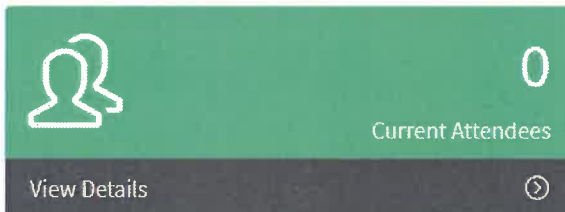
Select Date (MM/DD/YYYY)  
08/22/2019



Rosters | Sign-in Sheets

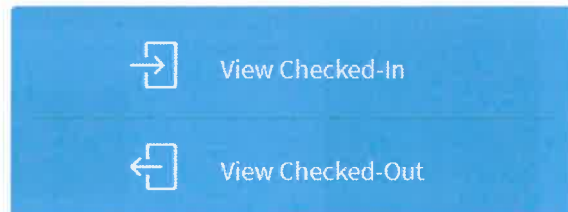
Help

Thu, 08/22/2019 Attendance Status



0  
Current Attendees

View Details



View Checked-In

View Checked-Out

Filter Student list by Grade

Check-In/Check-Out from List

Check-In

Check-Out

Special Event Attendance

Review and Submit

Record Attendance Thu, 08/22/2019

[← Back](#)



Academics: Homework Help  
**Homework Help - AM**

Attendees **6**

Search



 [Change Time for All](#)

<input type="checkbox"/>	Name	ID	Grade	Time
<input checked="" type="checkbox"/>	Acosta, Eric	345324	7	8:00 AM - 10:00 AM 
<input checked="" type="checkbox"/>	ACOSTA, ROSA	85459	6	8:00 AM - 11:00 AM 
<input checked="" type="checkbox"/>	Acosta, Ulises	34532	8	8:00 AM - 11:00 AM 
<input checked="" type="checkbox"/>	ACOSTA, YATZIHL	85460	6	8:00 AM - 11:00 AM 

### Participant Outcomes

- Track participant's classroom grades for different grading periods.
- Track assessment/ test score for multiple tests/periods
- Ability to set up unlimited assessment/tests
- Ability to upload grades and test scores from the school database
- Ability to store student-teacher survey data
- TKSA will customize the survey module to meet requirements.

### Staff / Provider Database

- Ability to create a database of staff
- TKSA will customize the staff information to include additional fields needed to store data related in compliance with local, state and national laws.
- Ability to create a database of partners/providers
- Ability to link the same providers to multiple sites

### Miscellaneous

- Add users to the system

- Download forms
- Email blast user
- Update deadline alerts etc.

## 4. Program Director's System

### Initial Setup

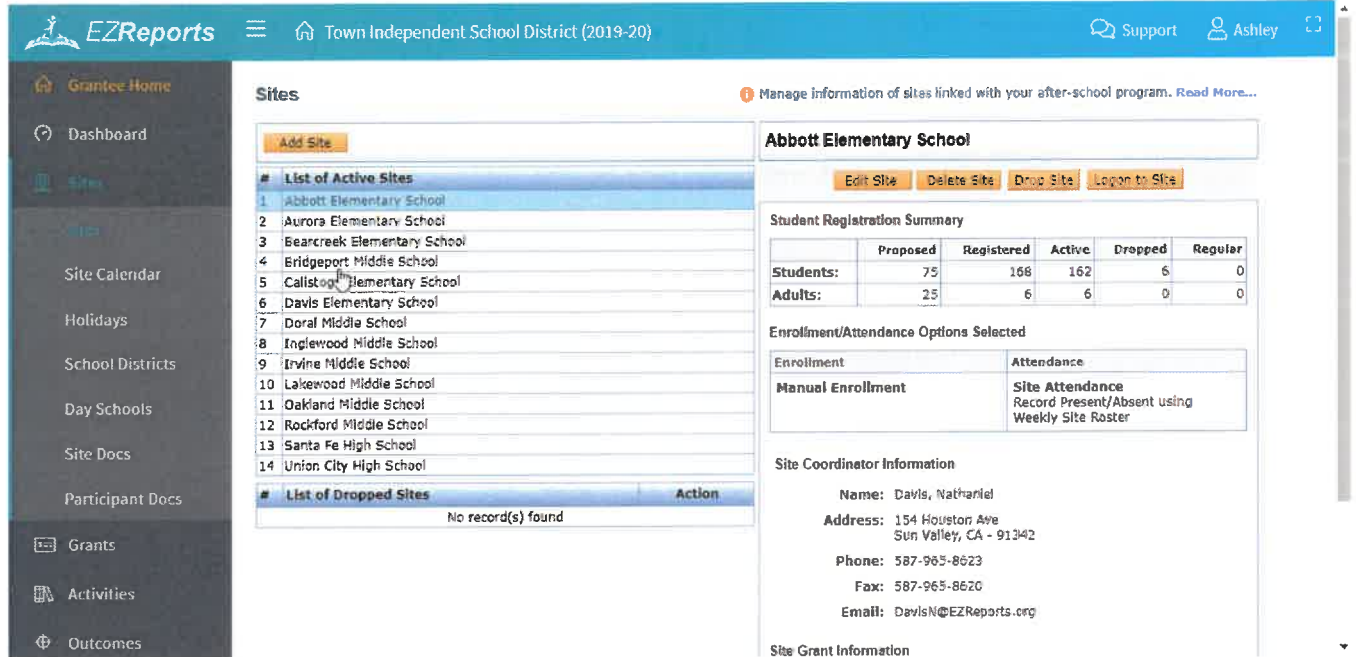
- Setup and Track funding sources and cohorts (cycles)
- Setup Grant information
- Setup feeder school information
- Setup Site information and link to Grant
- Define Holidays for sites centrally
- Enter emergency holidays centrally
- Control Site Access to data
- Define 'Activities' centrally so that they remain consistent across program
- Enter Partner / Provider info centrally and link to Grant
- Define Education Program (i.e. ESL)
- Define Releases (documents) to be collected at registration time
- Define day school Grades to be tracked
- Define Tests including Pre and Post Tests

### Manage Program

- Monitor by site or program:
  - Attendance
  - Student characteristics
  - Activities
  - Service provider utilization
  - Staff utilization
- Generate real-time reports at any time
- Print reports required by DOE
- Track activities by session, teacher, and content area
- Track ongoing and special activities
- Track student attendance by multiple criteria
- Track student grades and test scores\*
- Track student characteristics



- Track teacher and service provider time utilization



The screenshot displays the EZReports interface for 'Town Independent School District (2019-20)'. The left sidebar contains navigation options: Grantee Home, Dashboard, Sites, Site Calendar, Holidays, School Districts, Day Schools, Site Docs, Participant Docs, Grants, Activities, and Outcomes. The main content area is titled 'Sites' and includes a sub-header for 'Abbott Elementary School'. Below this, there are two tables: 'List of Active Sites' and 'List of Dropped Sites'. The 'List of Active Sites' table contains 14 rows of school names, with 'Abbott Elementary School' at the top. The 'List of Dropped Sites' table shows 'No record(s) found'. To the right of the tables, there is a detailed view for 'Abbott Elementary School' with buttons for 'Edit Site', 'Delete Site', 'Drop Site', and 'Login to Site'. This view includes a 'Student Registration Summary' table, 'Enrollment/Attendance Options Selected' (Manual Enrollment and Site Attendance), and 'Site Coordinator Information' (Name: Davis, Nathaniel; Address: 154 Houston Ave, Sun Valley, CA - 91342; Phone: 587-965-8623; Fax: 587-965-8620; Email: DavisN@EZReports.org).

## Upload Student Data

- Tool for uploading demographics
- Tool for uploading Grades
- Tool for uploading Test Scores
- Tool for uploading Day-school Teachers

## Miscellaneous

- Upload forms and documents for use by sites
- Add additional users
- Send emails to users

## Annual Performance Report

 Generate annual performance reports. [Read More...](#)

**Select Grant(s), Reports and click on 'Generate Report' button**

Select Semester : Spring ▾

**Select Grant(s)**

Note: The system will list **ONLY ACTIVE** grants for which "Please check if grant is 21st CCLC grant" is checked.

**Check All**

21st CCLC After-School Program

**Select Reports**

**Check All**

Activities

Staffing

Participation [Download Student Level Data](#)

**Outcome Reports**

Note: If there is more than one teacher survey received for a student then the latest survey is used for reporting.

State Assessment

Teacher Survey

Grades

**Disclaimer**

Disclaimer: The APR Reports generated by EZReports are computed based on customer inputs. We are not responsible for the accuracy and validity of reports. Grantees are requested to validate the reports and make necessary modifications.

**Generate Report**

Note: Annual Performance Reports will be generated in PDF Format.

## 5. State Administrator's System

### Initial Setup

- Setup and manage different cohorts of funding
- Setup Grantee/Grant information
- Setup feeder school information
- Setup school districts and feeder schools
- Control Grantee Access to data
- Define state assessment tests

### Program Monitoring, Reports, and Evaluation

- Monitor program effectiveness
- Generate state-level reports
- Download state-wide raw data for evaluation
- Real-time decision making to improve program quality

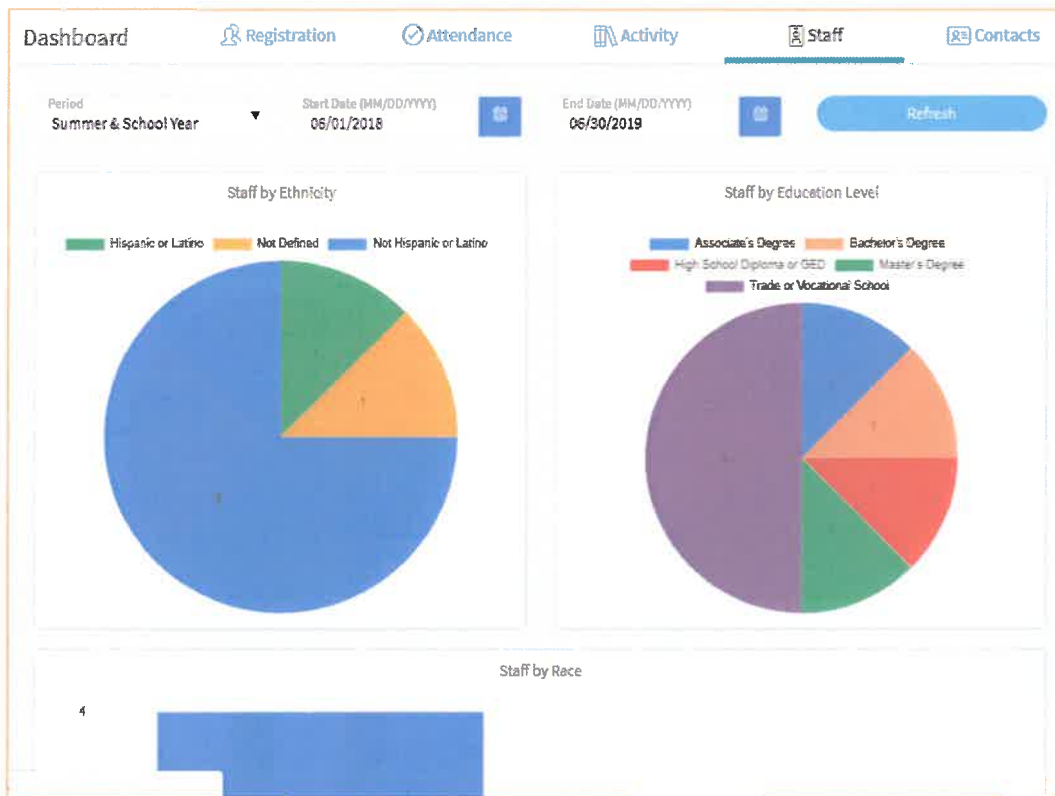
## 6. Real-Time Dashboards

EZReports software provides data dashboards at all user levels which represent real-time, easy to understand information about the program. Sample screenshots of the site-level dashboard are given below:

The site's "**Dashboard**" page shows a summary in the graphical form of tasks conducted at the site. There are 5 different tabs on the page – **Registration, Attendance, Activity, Staff, and Contacts**.







## 7. 2IAPR Requirements

EZReports has the capability to generate all 21<sup>st</sup> APR reports for the new federal data system developed by Tactile Group.

### Grantee Profile Reports (GPR)

#### Grantee Report

- Grantee Name
- Contact Information
- Grantee Location
- Grantee Type
- Partners Information

**21st CCLC****GRANTEE INFO****GRANTEE CONTACT INFORMATION**

Grantee Name	<b>21st CCLC</b>
Contact Person Name	<b>Williams Thomas</b>
Phone Number	<b>5124140213</b>
Email	<b>moumita@thomaskelly.com</b>

**GRANTEE LOCATION**

Address	<b>6200 Savoy, Suite 640</b>
City	<b>Birmingham</b>
State	<b>CA</b>
Zip	<b>91345</b>

**GRANTEE TYPE**

Grantee Type	<b>School District</b>
--------------	------------------------

## Center Report

- Center Name
- Contact Information
- Center Location
- Center Type
- Expanded Learning Time
- Feeder Schools

<b>CENTERS</b>	
<b>CENTER INFORMATION</b>	
Center's Name	<b>Town Elementary School</b>
Center's Address	<b>1234 Houston</b>
Center's City	<b>Sun Valley</b>
Center's State	<b>CA</b>
Center's Zip	<b>91342</b>
<b>CENTER CONTACT INFORMATION</b>	
Contact's Name	<b>Jeffery Thomas</b>
Contact's Email	<b>sanjeev@thomaskelly.com</b>
Contact's Phone	<b>1112222345</b>
<b>EXPANDED LEARNING TIME</b>	
Expanded Learning Time (ETL)	<b>No</b>
<b>CENTER TYPE</b>	
Center Type	<b>Nationally Affiliated Nonprofit Agency - Boys &amp; Girls Club</b>
<b>FEEDER SCHOOLS</b>	
Feeder Schools	<b>Yes</b>
Feeder School Name	<b>Town Elementary School</b>
Feeder School Name	<b>Tracey Elementary</b>
Feeder School Name	<b>Wilson Middle</b>
<b>PARTNERS</b>	
Partners	<b>Yes</b>
Partner's Name	<b>Boys Club</b>
Partner's Name	<b>California State University</b>
Partner's Name	<b>The Great Plains Association</b>
Partner's Name	<b>Wilson City Association</b>
Partner's Name	<b>YMCA</b>



## Annual Performance Reports (APR)

The new federal system requires uploading performance reports by terms (summer, fall, and spring). The EZReports system has the capability to generate all reports (listed below) by terms.

### Activities

- Summary of activities grouped by categories
- Frequency, hours and average attendance for each category

#### 21st CCLC | Town Elementary School

#### ACTIVITIES

##### Academics

###### Tutoring

How often ?	<b>More than once a Week</b>
Times a Week :	<b>5</b>
Avg Hours per Session :	<b>2-4 hours</b>
Average Participants	<b>More than 30</b>
Is also College and Career Readiness ?	<b>NO</b>

###### Homework Help

How often ?	<b>More than once a Week</b>
Times a Week :	<b>3</b>
Avg Hours per Session :	<b>1-2 hours</b>
Average Participants	<b>More than 30</b>
Is also College and Career Readiness ?	<b>NO</b>

### Warning!

The following activities are not being reported as these could not be grouped under any category.

**Action :** Please select 'Subject Area', 'Student Populations' and 'Primary Category' that is accepted by Federal Report System by editing activity.

Parent Support

Attendance has not been recorded for all scheduled days for the following sessions. The days without attendance will not be reported.

**Action :** If students attended sessions for all days then please review and correct attendance for sessions listed below.

Activity	Session	Days Without Attendance
<b>College &amp; Career Readiness</b>		
Homework Help	Drawing Help - SPRING15 - G K/1/2/3	35
Homework Help	English Writing Help - SPRING15 - G K/1/2/3/4/5	35
<b>English Language Learners Support</b>		
Academics Tutoring - English Reading & Writing	Story Writing - SPRING16 - G K/1/2/3/4/5	24
Arts and Crafts	Free hand Drawing - SPRING 15 - G 4/5	24

## Participation

- Student demographics by grade level
- Student attendance by days
- Student demographics by race/ethnicity
- Student demographics by sex
- Students with ELP, free/reduced lunch, special needs
- Family participation

## 6TH GRADE-12TH GRADE

### STUDENT ATTENDANCE

Less than 30 days	0
30-59 days	89
60-89 days	0
90 or more days	0

### RACE / ETHNICITY

American Indian or Alaska Native	0
Asian	1
Black or African American	5
Hispanic or Latino	64
Native Hawaiian or Pacific Islander	0
White	18
Two or More Races	0
Data not provided	1

### SEX

Male	42
Female	47
Data not provided	0

### POPULATION SPECIFICS

Students with limited English Language Proficiency	1
Students who are eligible for free or reduced price lunch	76
Student with special needs	1
Family members	7

## Staffing

- Staff member by staff type
- Administrator and program staff numbers

## Outcome Reports

- Grades
- Teacher Surveys
- State Assessment

### 21st CCLC | Town High School

#### TEACHER SURVEY

##### 6TH GRADE-12TH GRADE

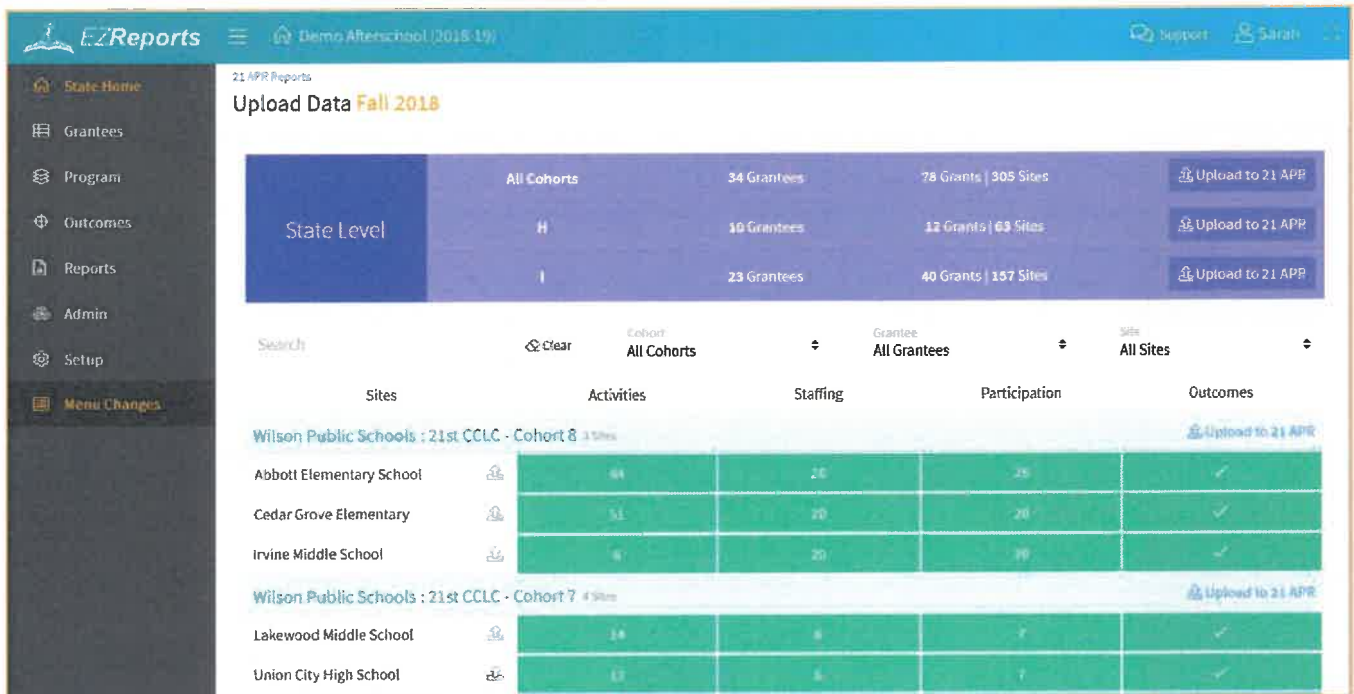
You reported **75** regular participants in 6th-12th grade at your center.

How many teacher surveys were distributed for 6th-12th grade?	<b>75</b>
How many teacher surveys were returned from 6th-12th grade?	<b>72</b>
Of these <b>72</b> , How many are for participants who attended 30-59 days?	<b>0</b>
Of these <b>72</b> , How many are for participants who attended 60-89 days?	<b>0</b>
Of these <b>72</b> , How many are for participants who attended 90+ days?	<b>72</b>

TKSA will provide training on report fields and data validations to VDOE personnel to help complete these reports. EZReports has built-in data validation checks and warnings to alert users about missing or incorrect data along with an action plan on how to address the issue.

## 21APR Automation

EZReports software has 21 ARP Automation features. The State DOE clients will be able to upload data to the Federal 21 APR system with a few clicks. A few of the setup and upload screenshots are given below:



The screenshot displays the EZReports software interface for '21 APR Reports' under the 'Upload Data Fall 2018' section. The interface includes a sidebar menu with options like State Home, Grantees, Program, Outcomes, Reports, Admin, Setup, and Menu Changes. The main content area features a summary table for 'State Level' data and a detailed table for 'Wilson Public Schools : 21st CCLC - Cohort 8' and 'Wilson Public Schools : 21st CCLC - Cohort 7'.

State Level	All Cohorts	34 Grantees	78 Grants   305 Sites	Upload to 21 APR
	H	10 Grantees	12 Grants   63 Sites	Upload to 21 APR
	I	23 Grantees	40 Grants   157 Sites	Upload to 21 APR

Search	Clear	Cohort	Grantee	Site
		All Cohorts	All Grantees	All Sites
Sites	Activities	Staffing	Participation	Outcomes
Wilson Public Schools : 21st CCLC - Cohort 8 1 Sites				
Abbott Elementary School	44	20	25	✓
Cedar Grove Elementary	51	20	20	✓
Irvine Middle School	9	20	10	✓
Wilson Public Schools : 21st CCLC - Cohort 7 4 Sites				
Lakewood Middle School	14	8	7	✓
Union City High School	13	6	7	✓

**EZReports** Demo Afterschool (2018-19) Support Sarah

**21 APR Reports**

### Data Upload Log

Uploaded Reports: All Reports (Sarah Barrett)  
All Grantees

Started on 08/21/2019 - 07:12 AM Completed 12/12 | Success 12/12

Time	Site	Status	Error-Description
<b>Activities</b>			
07:12:19 AM	Abbott Elementary School Williamson School District -- 21st LCLC Cohort 8	Success	
07:12:20 AM	Cedar Grove Elementary Williamson School District -- 21st LCLC Cohort 8	Success	
07:12:21 AM	Irvine Middle School Williamson School District -- 21st LCLC Cohort 8	Success	
<b>Staffing</b>			
07:12:21 AM	Abbott Elementary School Williamson School District -- 21st LCLC Cohort 8	Success	

Finished on 08/21/2019 - 07:12 AM

**EZReports** Demo Afterschool (2018-19) Support Sarah

**21 APR Reports**

### 21 APR Reports

**Outcomes Reports**

- State Assessment [Select Reports](#)
- Teacher Survey
- Grades

Last updated by Anand Sengupta on 8/20/2019 12:41 am Central

[Update Center IDs](#)

- Run 21 APR Data Check**  
Review data issues/warnings in the APR reports
- Run GPR Reports**  
Generate Grantee Profile Reports in PDF format
- Run APR Reports**  
Generate Annual Performance Reports in PDF format

### Automated Upload to 21 APR

**Automation Setup**

- 21 APR keys are entered [Access Keys](#)
- Last updated by Anand Sengupta on 8/19/2019 4:59 am Central
- 118 / 216 sites have Center ID [Center IDs](#)

- Summer 2018**  
78 Grants | 305 Sites (3 Reports)  
Data Entry Window: 06/01/2018 - 08/31/2018
- Fall 2018**  
78 Grants | 305 Sites (4 Reports)  
Data Entry Window: 01/01/2019 - 05/31/2019  
Last updated on 8/22/2019 5:50 am by Anand Sengupta  
[View Uploads](#)
- Spring 2019**  
78 Grants | 305 Sites (4 Reports)  
Data Entry Window: 09/01/2018 - 12/31/2018

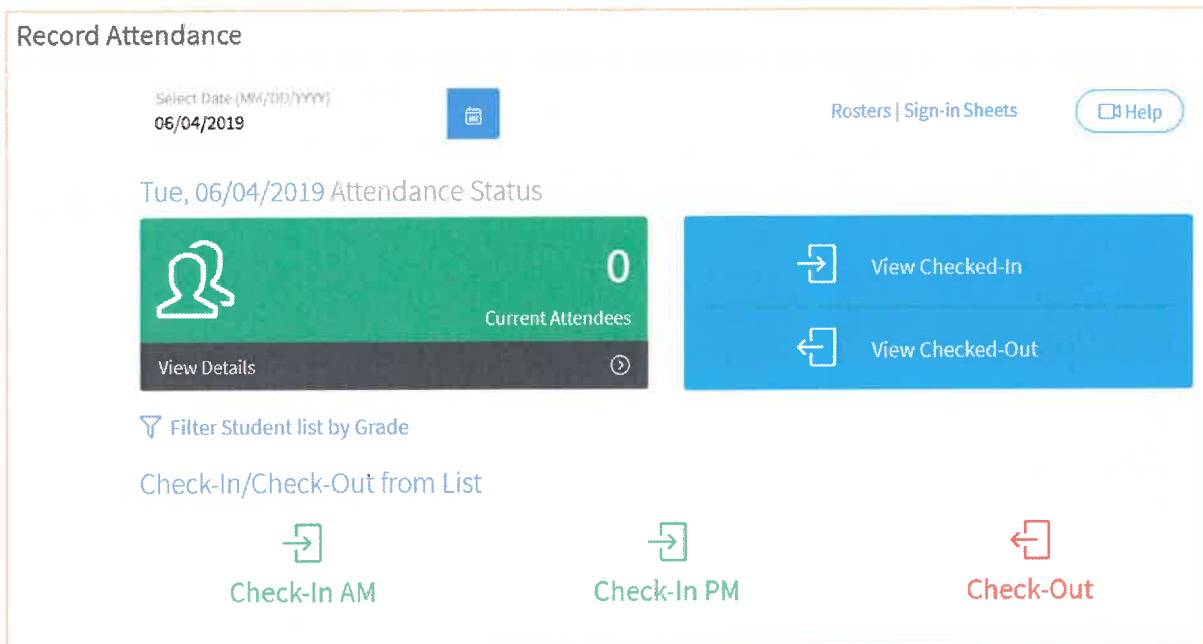
EZReports Ver 2019.1.0000 © Thomas Kelly Software

## 8. Attendance Module

### Mobile-Friendly Live Attendance

The EZReports attendance module is mobile-friendly and optimized for the touch interface. Staff members can quickly record attendance using an **iPad, Android Tablets, and Smartphones**. This application supports both Site-level and Activity-based attendance.

- Increases productivity - Attendance can be recorded faster
- Increases accuracy in recording attendance
- Motivates staff to record attendance real time
- Eliminates step of recording attendance on paper first before entering it online
- Reduces the possibility of losing paper rosters
- Enables staff to have access to other tools on the tablet, including the calendar, telephone list, notes, emails, etc.



The screenshot shows the 'Record Attendance' mobile application interface. At the top, it displays 'Record Attendance' and a date selector set to '06/04/2019'. Navigation options include 'Rosters | Sign-in Sheets' and a 'Help' button. The main section is titled 'Tue, 06/04/2019 Attendance Status' and features a green card for 'Current Attendees' showing a count of '0' and a 'View Details' button. To the right are buttons for 'View Checked-In' and 'View Checked-Out'. Below this is a 'Filter Student list by Grade' option. The bottom section, 'Check-In/Check-Out from List', contains three buttons: 'Check-In AM', 'Check-In PM', and 'Check-Out'.

Record Attendance  
 AM Check-In Thu, 05/30/2019 Back

1 by 1       Multiple

Selected 0 
➔ Current Attendees 2


Name	Grade
<input checked="" type="checkbox"/> Ahoney, Andrew	4
<input type="checkbox"/> Allenga, Malcolm	4
<input type="checkbox"/> Arizaga, Manuel	2
<input type="checkbox"/> ArriagaBaca, Baldomero	2


Selected 0 Batch Check-In Cancel


Select Date (MM/DD/YYYY)  
 05/31/2019 Calendar

Rosters | Sign-in Sheets Help


Fri, 05/31/2019 Attendance Status

  
0  
 AM  
View Details

  
3  
 PM  
View Details

  
1 of 5  
 Session  
View Details

Scan Student Barcode Audio




7:00 AM - 8:00 AM

Academics: Homework Help

**Session 2019**

Alice Gaucin, Andy Dixon, Denny Fierro, Joan Doris, Karl Frank, Mary Aavira

Scan Check-In  
Enter Attendance



4:00 PM - 4:30 PM

Tracking: Meals and Snack Time


**Cookie For All**

Mary Aavira

Scan Check-In  
Enter Attendance



Tracking: Meals and Snack Time  
**Cookie For All**

Attendees 3   🕒 Change Time for All

<input type="checkbox"/>	Name	Grade	Time
<input checked="" type="checkbox"/>	Absumaia, Aisha	10	<span>4:00 PM - 4:30 PM</span> 🕒
<input checked="" type="checkbox"/>	Abusumaia, Nour	12	4:00 PM - 4:30 PM 🕒
<input checked="" type="checkbox"/>	Alvarez, Rodrigo	10	4:00 PM - 4:30 PM 🕒
<input type="checkbox"/>	Andrade, Angel	11	
<input type="checkbox"/>	Andrade, Erika	10	

Attendees 3 ✓ Save Cancel

## Barcode Scan Attendance

EZReports has an optional badge scan / PIN keypad application that allows students to scan – in and scan –out their barcoded badges. In the absence of a badge, students can type-in their PIN or Student ID. This application supports both daily and activity-based attendance.

- Increases productivity - Attendance is recording real-time
- Increases accuracy in recording attendance
- Eliminates step of recording attendance on paper first before entering it online
- Reduces the possibility of losing paper rosters
- For locations with a large number of students, attendance can be recorded very quickly using multiple barcode scanners.

**Scan Check-In**
[← Back](#)

 August 22, 2019 Thursday 05:44:25 PM  
 Basketball Practice

Enter Student ID

[Clear](#)

Search

[Clear](#)
[Refresh](#)

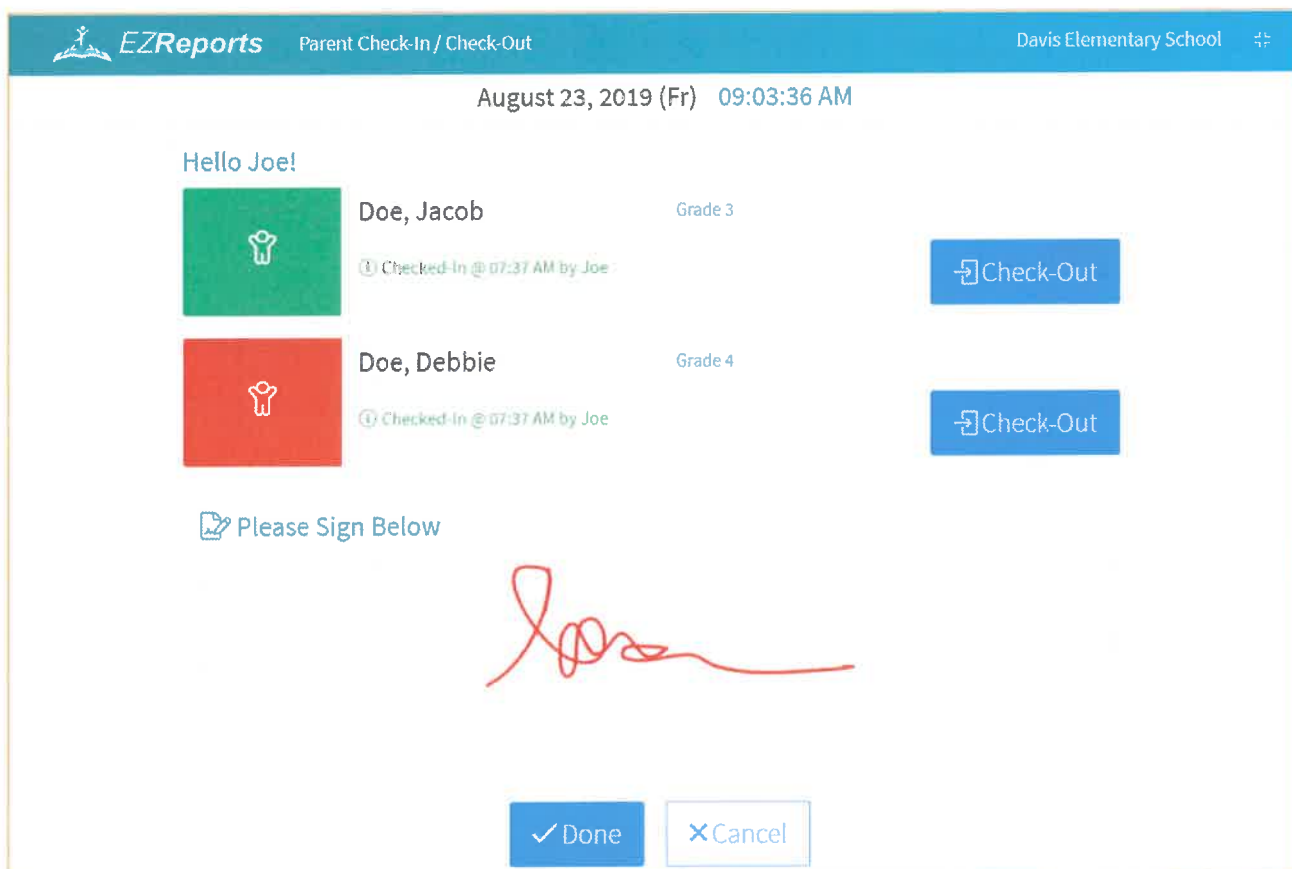
1	2	3	Name	Gr	IN	OUT	Action
ABC	DEF						
GHI	JKL	MNO					
PQRS	TUV	WXYZ					
	0	+					

No student found

Check-In / Check-Out

## Parent PIN Attendance



EZReports software has a Parent PIN attendance feature, which allows parents and authorized adults to use a 4 -6 digit PIN to check-in/check-out students' real-time. This option allows sites to track parent names who checked-out the students. It also has an option to record an electronic signature at check-out.





**EZReports** Parent Check-In / Check-Out Davis Elementary School

August 23, 2019 (Fr) 09:03:36 AM

Hello Joe!

	<b>Doe, Jacob</b> Grade 3 Checked-In @ 07:37 AM by Joe	<input type="button" value="Check-Out"/>
	<b>Doe, Debbie</b> Grade 4 Checked-In @ 07:37 AM by Joe	<input type="button" value="Check-Out"/>

 Please Sign Below



## 9. Survey Module

EZReports Survey module allows state users and program directors to design surveys on students and programs, then email the survey link to a surveyor to conduct the survey. The online survey module is responsive so the user can easily complete the survey using a PC, iPad, tablet or smartphone.

## Survey Types

This following type of surveys are included in this module:

- Teacher Surveys
- Parent Surveys
- Student Surveys
- Staff Surveys
- Partners Surveys

The day-school teachers, afterschool staff, and partners can do surveys on **after-school participants** as well as a **program-level survey**. The parent and student surveys are also available in Spanish.



Add Survey

What is this survey about?




Survey Type


- Parent Survey
- Student Survey
- Teacher Survey (On Program)
- Teacher Survey (On Student)
- Staff Survey (On Program)
- Staff Survey (On Student)
- Partner Survey (On Program)
- Partner Survey (On Student)

Expected End Date (Optional)  
08/22/2019

The EZReports survey module can be accessed by both the program directors and the site coordinators. The program directors have the right to create a new survey, email the survey to a surveyor in a few simple steps and view the status of that survey in real-time as soon as the survey is completed. Site-level users can only send and track the surveys set up by the State or their program directors. The completed surveys automatically link back in EZReports eliminating the need for manual entry of survey data. However, if a user receives some paper surveys, there is an option for them to manually input these survey responses.

TEACHER SURVEY (ON STUDENT)  
 DOE Teacher Survey 10 Questions

	Target	Sent	Completed	% Completed	Action
Summer 2018		13	8		<a href="#">Data Report</a> <a href="#">Analysis Report</a> <a href="#">Email Multiple Survey</a>
Fall 2018		1	1		<a href="#">Data Report</a> <a href="#">Analysis Report</a> <a href="#">Email Multiple Survey</a>
Spring 2019	446	3	3		<a href="#">Data Report</a> <a href="#">Analysis Report</a> <a href="#">Email Multiple Survey</a>



### Enter Survey

---

TEACHER SURVEY (ON STUDENT)  
 DOE Teacher Survey **Spring 2019**  
**Christian Abarca (Grade - K)**

**1** Turning in his/her homework on time. \*

- Did Not Need To Improve
- Significant Improvement
- Moderate Improvement
- Slight Improvement
- No Change
- Slight Decline
- Moderate Decline
- Significant Decline



## Survey Design

The EZReports survey module allows users to create a new survey using their own set of questions and response options. For each question, you can select one of the following response types: open text box, dropdown list, radio button list, and checkbox list. The user also has the ability to define if a particular question is mandatory or optional as well as the option to add a general comments box for each question.

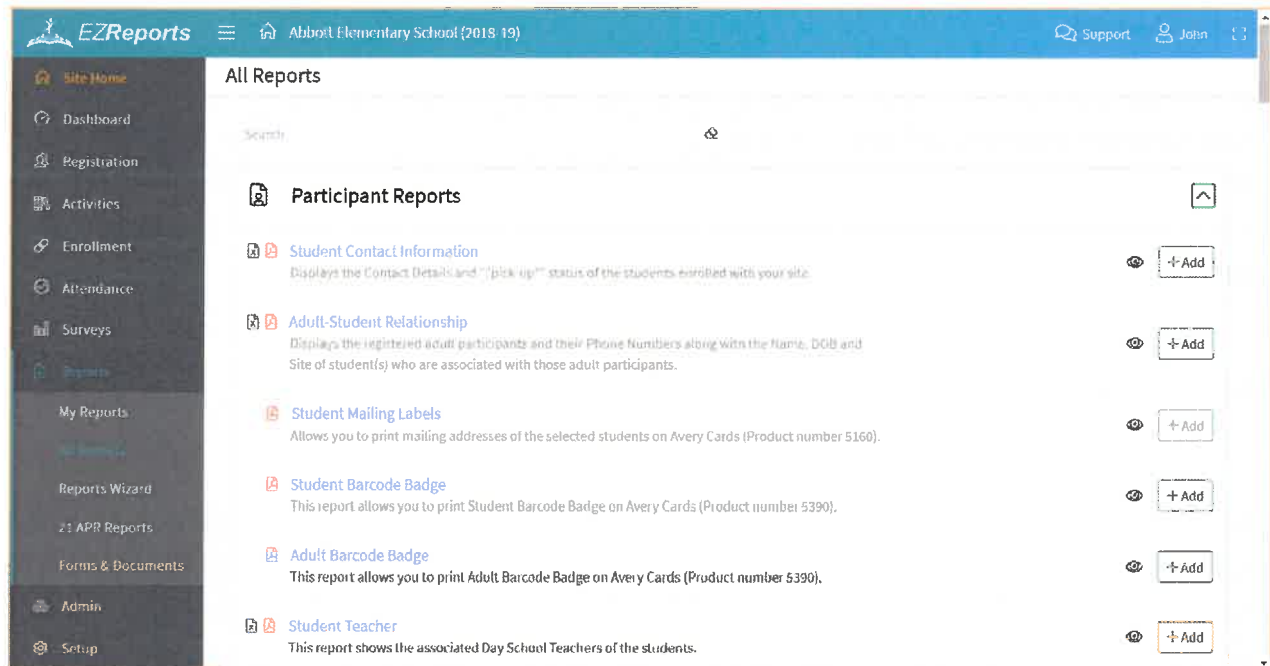
## APR Teacher Survey

The standard federal “DOE Teacher Survey” is predefined in EZReports. The system is able to compute the APR Survey outcome report for regular students. The user can also download raw survey data excel file as well as generate a Survey Analysis Report that provides graphical representation in the form of Pie chart and bar chart for each of the survey questions.

## 10. Reporting Module

The EZReports software has a very comprehensive list of standard reports. All the standard reports have been organized under different categories in a new screen called “**All Reports**”. The users can access any report from this screen. The screen provides a brief description of the report and also allows the user to view a sample report by clicking on the “eye” icon.

- Over 100 standard reports
- Report wizard allows generating about 40-50 different types of ad hoc reports
- Generates 21st APR Reports
- Report data can be exported to Excel & PDF

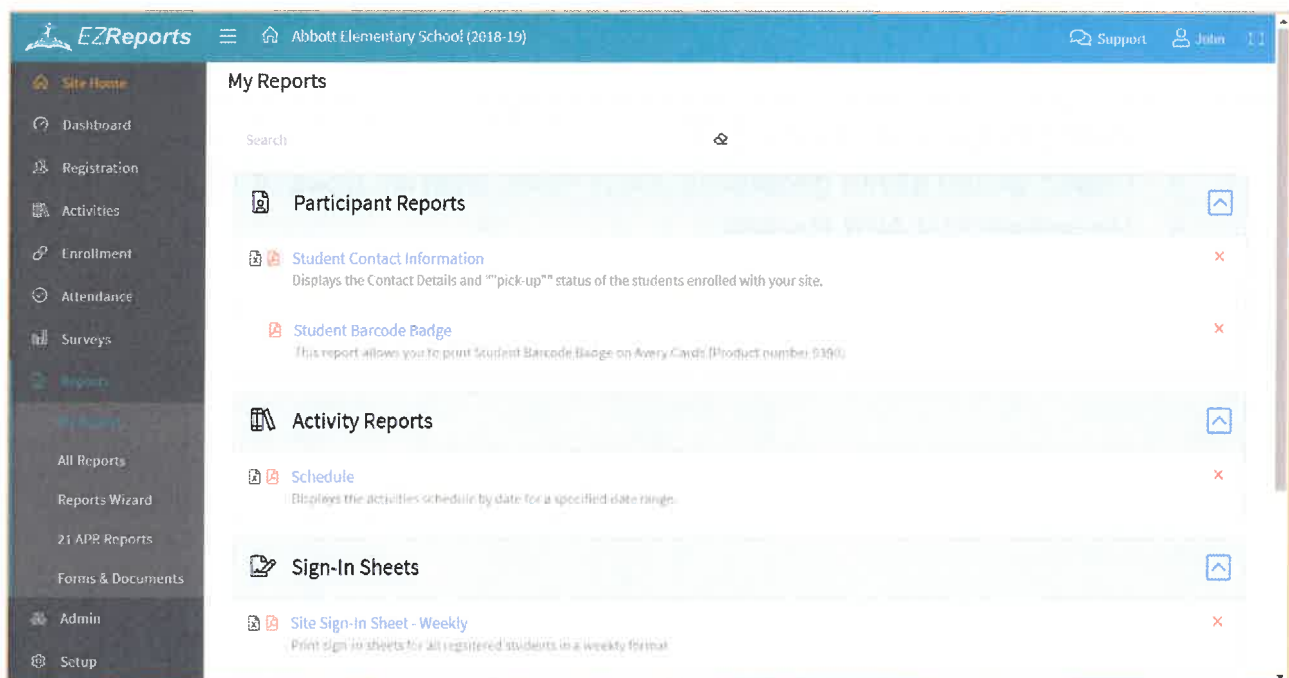


**All Reports**

Search

- Participant Reports**
  - Student Contact Information**  
Displays the Contact Details and "pick-up" status of the students enrolled with your site. +Add
  - Adult-Student Relationship**  
Displays the registered adult participants and their Phone Numbers along with the Name, DOB and Site of student(s) who are associated with those adult participants. +Add
  - Student Mailing Labels**  
Allows you to print mailing addresses of the selected students on Avery Cards (Product number 5160). +Add
  - Student Barcode Badge**  
This report allows you to print Student Barcode Badge on Avery Cards (Product number 5390). +Add
  - Adult Barcode Badge**  
This report allows you to print Adult Barcode Badge on Avery Cards (Product number 5390). +Add
  - Student Teacher**  
This report shows the associated Day School Teachers of the students. +Add

EZReports allows users to review all reports and select the reports of their interest and mark them as favorite reports. **"My Reports"** page provides easy access to user's favorite reports which he/she uses most frequently. **"My Reports"** page also provides direct access to the custom reports created by users using **Reports wizard**.



**My Reports**

Search

- Participant Reports**
  - Student Contact Information**  
Displays the Contact Details and "pick-up" status of the students enrolled with your site. X
  - Student Barcode Badge**  
This report allows you to print Student Barcode Badge on Avery Cards (Product number 5390). X
- Activity Reports**
  - Schedule**  
Displays the activities schedule by date for a specified date range. X
- Sign-In Sheets**
  - Site Sign-In Sheet - Weekly**  
Print sign-in sheets for all registered students in a weekly format. X



## VI. IMPLEMENTATION

---

### Implementation Timeline

An implementation plan and timeline are given on the following page. The delivery time frame for the key points are summarized below:

- An **assessment** of RSD specific requirements will be completed within the first week. Thomaskelly Software Associates (TKSA) will also build a customization plan if needed.
- The **customization** phase will include design, development, testing, and deployment of any additional features and reports required specifically for RSD
- TKSA will be ready to provide **user training** two weeks after the execution of a contract. User training will be completed within a **one week** period.
- RSD's EZReports system will be ready to GO LIVE as early as **three weeks** after the execution of a contract.



The EZReports systems can be fully implemented to **GO LIVE within 3 weeks** from the award of contract.

### Integration of Additional State and Federal Grants

EZReports allows State-level users to set up multiple funders. Sub-grantees can set up different grants and link their sites to these grants. This will allow RSD to track all grant programs in one state-wide EZReports system. EZReports is also able to track different objectives and generate reports by grant/funder. In addition, EZReports has a multi-grant tracking feature which allows users to track program at sites funded by multiple grants. If a site is funded by multiple grants, then users can either link activities to grants or students to grants to account for the program component funded by that specific grant as well as generate grant-specific reports.

TKSA will provide the necessary support to RSD to set up additional grantees funded by other grants. We will also review any specialized reporting needs of these other grants and build a customization plan to include these in EZReports according to a timeline agreed upon with RSD.

### Data Retention

TKSA will maintain data collected under this contract for a minimum period of five years, during which time it will remain available to users. TKSA will provide all collected data in CSV or tab-delimited file format to RSD upon the termination of the contract.

## VII. TRAINING & SUPPORT

---

### 1. Training

#### **On-site Training**

TKSA will provide onsite training, at an additional cost, if requested by RSD.

TKSA will provide up to 3 days of onsite training, in the first year, for RSD users (State Administrators), Sub-grantees (Program Directors), and Site users (Site Coordinators) at two locations (TBD) determined by RSD. Onsite training will last for up to 3 consecutive days and will consist of two 3-hour sessions per day. Virtual training will be provided on an as-needed basis. Virtual training sessions will last for approximately two hours. Ninety minutes will be a live guided training session and the remaining thirty minutes will be devoted to “Q&A”. TKSA will finalize the training plan in consultation with RSD. Onsite training will consist of a full-fledged training covering state, grantee, and site interfaces.

#### **Web-based Training**

TKSA can supplement the training needs by providing a minimum of 3 additional webinar training sessions for the state, program directors, and site coordinators, annually on an as-needed basis. Webinar training will cover topics as specified by RSD and will last for approximately two hours each. Virtual training will be provided on an as-needed basis. Virtual training sessions will last for approximately two hours. Ninety minutes will be a live guided training session and the remaining thirty minutes will be devoted to “Q&A”. TKSA will finalize the training plan in consultation with RSD. Onsite training will consist of a full-fledged training covering state, grantee, and site interfaces.

#### **Online Help Tools**

EZReports has the following online training tools for ongoing training needs:

- User Guides
- Online Help
- FAQ
- Training videos

## 2. Technical Support

TKSA will provide unlimited web-based and telephone support to all users in the system. The telephone support for sub-grantee and site users should only be used for **high priority issues**. ThomasKelly Software Associates will not limit or cap the amount of telephone support provided to sub-grantee and site users. However, we do ask that these users utilize our web-based support system and help tools for all issues prior to accessing telephone support.

EZReports includes an integrated web-based support system, which enables users to report and review support tickets online. The response time for online support tickets is **one business day**. The support system will be updated with the response from the technical support team, which can be viewed by the user. In addition, the support system will send the response to the user by email. All users of EZReports from Montana will have access to the web-based support system with an unlimited number of support tickets.

ALL Users	<ul style="list-style-type: none"><li>• Unlimited telephone support (M-F 8am - 6pm CST)</li><li>• Unlimited web-based support</li></ul>
-----------	---

## VIII.HOSTING & SECURITY

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EZReports is hosted on dedicated servers managed by Rackspace Inc., one of the largest hosting companies in the world. The server is located at their data center in Dallas, TX.

### 1. Rackspace Managed Hosting

EZReports is hosted on dedicated servers with Rackspace.

Rackspace, a world leader in hosting, delivers enterprise-level managed hosting, cloud hosting, and e-mail hosting services to businesses of all types and sizes globally. Rackspace serve thousands of customers from data centers around the world. Rackspace integrates the industry's best technologies and practices for each customer's specific needs delivering it as a service via the company's commitment to Fanatical Support®.

Rackspace Security is a powerful, fully integrated portfolio of services, managed devices and best practices — all designed to ensure the highest levels of security for customer data. Rackspace portfolio covers all three critical security areas: physical security; operational security; and system security. Physical security includes locking down and logging all physical access to servers at our data center. Operational security involves creating business processes that follow security best practices to limit access to confidential information and maintain tight security over time.

EZReports uses Rackspace Managed Security (RMS) services to secure its network. RMS is designed to detect and respond to APTs and other cyber-attacks — with tailored solutions backed by a 24x7x365 Rackspace Customer Security Operations Center.

### 2. Rackspace Managed Security

EZReports uses Rackspace Managed Security (RMS) services to secure its network. RMS is designed to detect and respond to APTs and other cyber-attacks — with tailored solutions backed by a 24x7x365 Rackspace Customer Security Operations Center.

#### **Detect and respond to advanced threats 24x7x365**

An experienced Rackspace security team monitors and manages the environment around the clock, responding to threats based on specific business needs and IT requirements.

### **Leverage security experts**

Rackspace Managed Security service acts as a security force multiplier to meet the security goals. RMS includes strategic planning for best-practice cloud security and tactical day-to-day security monitoring and threat analysis.

### **Employ industry best practices and advanced security solutions**

Rackspace works closely with a select list of security providers to collective expertise from across the industry, along with advanced technology to protect managed hosted environment.

### **Meet security goals while lowering TCO**

The advanced security protection of Rackspace Managed Security can significantly lower total cost of ownership (TCO) over internally developed security operations centers and comparable managed security service offerings.

More information available at [RMS](#).

## **3. Application Security**

EZReports has the following features to ensure the data security:

- ❖ EZReports provides hierarchical user access for different type of users based on a defined set of access privileges.
- ❖ EZReports uses industry standard 256 bit SSL encryption for all data communication between client's browser and server through a SSL Certificate.
- ❖ Passwords for all users are stored in encrypted format.

## **4. Data Confidentiality**

TKSA will not knowingly disclose to any third person, and will not, except in the performance of this Agreement, use any non-public information it obtains about client's activities, student information, businesses, records or finances. TKSA and its directors, officers, employees, and agents shall maintain with strict confidentiality all personal and non-personal information obtained from client.

## IX. COST PROPOSAL

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### 1. Cost for EZReports SaaS (Annual)

No.	Software as a service (SaaS)	Cost
1.	Annual subscription cost for EZReports SaaS to serve 7 sites for the period November 1, 2020 – October 31, 2021 <i>*Cost per additional site is \$1,000.00</i>	\$7,000.00
2.	OPTIONAL: PIN-based attendance module to serve 7 sites for the period November 1, 2020 – October 31, 2021 <i>*Cost per additional site is \$150.00</i>	\$1,050.00
3.	OPTIONAL: FTP Upload to serve 1 district for the period November 1, 2020 – October 31, 2021	\$2,000.00
	<b>Discount</b>	<b>(\$1,050.00)</b>
	<b><u>TOTAL</u></b>	<b><u>\$9,000.00</u></b>

### 2. Cost for Technical Support (Annual)

Technical Support	Cost
Web based support will be provided to all users. Telephone support will be provided to all users between 8am and 6pm CST on school working days.	Included

### 3. Cost for Training (Annual)

Training	Cost
Virtual Training	Included

### 4. Payment Terms

Due upon receipt

10.10







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Approval of Boys and Girls Club After School Program Contract 2020-21
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	674,000.00
Budgeted	Yes
Budget Source	After School Education and Safety (ASES)
Recommended Action	Staff recommends approval of BGCOP contract.

### Public Content

Speaker: Oscar Hernandez

### Rationale:

BGCOP has historically supported the After School Education and Safety (ASES) Program, a collaborative effort provided through the California Department of Education. The ASES Program represents a partnership of the Rio School District and the schools of Rio Lindo Elementary, Rio Plaza Elementary, Rio Real Elementary, Rio del Norte Elementary, Rio del Mar Elementary, Rio Rosales Elementary, and Rio del Valle Middle School, BGCOP, parents, community members, and other support agencies. The ASES Program purpose is to support, augment, and expand existing services to provide a safe, comprehensive program, which will effectively address the needs of our students and their families.

[RSD-BGCOP 20-21 contract draft.pdf \(428 KB\)](#)

### Administrative Content

### Executive Content

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

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN RIO ELEMENTARY SCHOOL DISTRICT  
AND THE  
BOYS & GIRLS CLUB OF  
GREATER OXNARD AND PORT HUENEME**

**I. PARTIES**

This Agreement is entered into by and between the Rio Elementary School District (hereinafter "District"), a California public school District, and the Boys & Girls Club of Greater Oxnard and Port Hueneme (hereinafter "BGCOP"), a non-profit organization pursuant to federal and state law. District and BGCOP are referred to individually as "Party" and collectively as the "Parties."

The Rio School District will serve as the fiscal agent for the ASES Program. As such, the Rio School District will ensure the following activities and services are performed:

**II. TERM**

The term of this Agreement shall run from November 18, 2020 through and including June 30, 2021, unless sooner terminated as herein provided.

**III. PURPOSE**

BGCOP has historically supported the After School Education and Safety Program (hereinafter "ASES Program"), a collaborative effort provided through the California Department of Education (hereinafter "CDE"). BGCOP agrees that there is a need to establish and expand community learning centers that provide improved academic achievement, enrichment, family and other related educational development services that support students in their effort to meet state and local standards in core content areas. The ASES Program represents a partnership of District and the schools of Rio Lindo Elementary, Rio Plaza Elementary, Rio Real Elementary, Rio del Norte Elementary, Rio del Mar Elementary, Rio Rosales Elementary, and Rio del Valle Middle School, BGCOP, parents, community members, and other support agencies. The ASES Program purpose is to support, augment, and expand existing services to provide a safe, comprehensive program, which will effectively address the needs of our students and their families. This is a continuation of the after school program established in July 2004 where the BGCOP was the fiscal agent of the 21<sup>st</sup> Century Community Learning Center Grants.

The ASES Program will be offered to students at the following DISTRICT schools: Rio Lindo Elementary; Rio Plaza Elementary; Rio Real Elementary; Rio del Norte Elementary; Rio del Mar Elementary; Rio Rosales Elementary; and Rio del Valle Middle School (hereinafter "Program Locations").

The ASES Program shall be operated pursuant to this Agreement, the ASES Program requirements of Education Code § 8482 *et seq.*, and applicable District policies and procedures.

#### IV. AGREEMENT

In consideration of the mutual promises and conditions set forth below, the BGCOP and District hereby agree as follows:

##### A. Administration/Oversight

Unless otherwise specified herein, District shall be responsible for overseeing and administering the ASES Program. BGCOP will serve as the subcontractor for the ASES Program.

##### B. Funding

1. Funding for the ASES Program (hereinafter "Program Funding") shall be provided through a grant obtained from the CDE, i.e. the After School Education and Safety Grant (hereinafter "Grant"). The Grant was obtained in the name of District.
2. BGCOP will be provided with funding for each elementary school Program Location and for each middle school Program Location based on funding allocated by the CDE for the ASES Grant.
3. The Parties shall at least annually approve a budget for all Grant funds (hereinafter the "Program Budget"). Prior approval of both Parties is required.
4. The Program Budget shall apportion funds as follows:
  - a) Eighty-five (85) percent of Grant funds shall be allocated to Program Locations for direct services to pupils.
  - b) Fifteen (15) percent of Grant funds shall be allocated to administrative costs, to be further allocated per the District program plan and program budget.

The Program Budget shall apportion funds as follows:

For the 2020-2021 school year, the District shall apportion \$647,000 to BGCOP.

The District will distribute funds to BGCOP as follows: 33% on January 4, 33% on March 1, and 34% on May 1, upon receipt of an invoice provided by the BOYS & GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME.

The District's indirect costs of 5% is automatically calculated by the CDE and given to the fiscal agency (ASES - Rio School District). The indirect costs are costs that the agency cannot directly foresee. These funds are

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funds used to pay for costs that occur that do not fall into any of the budget categories/series. These costs are percentages of time for District finance department, District HR department, District IT department, etc. These expenses include a percentage of all consumable products for the aforementioned departments as well as for the grant administrative staff (paper, pens, ink, etc). The expenses also include a percentage of our copy machine maintenance and ink.

The 10% allocated for administrative cost will be allocated for the following services through the following BGCOP staff: Director of School Based Programs, Director of Operations (Human Resources/Payroll of BGCOP staff), Director of Program Services, Director of Technology, Finance Department, Area Director for Staff Trainer, and School Based Program Specialist.

ASES Grant Monies, awarded to Rio Real K-8 school (37,950.00) will support Direct Services to students and the Rio School District and BGCOP will forgo Indirect and Administrative Costs

The budget will allocate funds for the hourly salary and benefits for the District teacher liaisons in addition to site and District professional development costs for expanded learning program staff. BGCOP will provide Rio School District with quarterly ASES program expenditure reports, by school site, in line with the projected school site ASES budgets (see attached).

5. The Parties shall not expend Grant funds except in accordance with the Program Budget. Any funds budgeted but unused shall be reallocated for ASES Program use in a subsequent budget, to the extent such use is consistent with law.
6. District shall disperse Grant funds in accordance with the Program Budget.
7. In the case of a grant reduction or other unforeseeable condition that would render the district unable to pay the District will provide notice to BGCOP of any change, delay, or reduction of payment.

**C. Program Components**

1. BGCOP shall ensure that ASES Program services provided at each Program Location are compliant with all applicable requirements of the ASES Program. At the time of execution of this Agreement, those requirements include, in pertinent part:
  - a) *An educational and literacy element* to provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

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- b) *An educational enrichment element* to offer an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to positive youth development strategies, and recreation and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.
2. The Parties agree to work together to integrate ASES Program services with District's educational program. *(A) During the 2019-2020 school year, beginning in summer session, Educational Services will work with principals, expanded learning program teacher liaisons, grade level teacher leaders and expanded learning program staff to evaluate, align and develop curriculum to strengthen programming.*
3. It is the intent of the Parties that ASES Program services shall include, but not be limited to, guest speakers, and field trips and excursions.
4. The District shall serve a daily supper meal, to ASES Program participants, and shall ensure that such snacks are compliant with all applicable requirements of the ASES Program and the District Wellness policy.

**D. Employment and Employment Screening**

1. Rio school District shall appoint and employ an Administrator (hereinafter "Program Administrator"), who shall administer and oversee the entire ASES Program. The Program Administrator will work collaboratively with BGCOP Director to provide supervision and contribute to the evaluation of BGCOP employees or volunteers who serve students in the Rio School District.
2. *The Rio School District shall appoint and employ* a site supervisor at each Program Location (hereinafter "After-School Coordinator"). The After-School Coordinator shall provide direct on-site supervision during all hours of ASES Program operation at their assigned Program Location, and shall support and supervise all BGCOP employees and volunteers at that Program Location.
3. *BGCOP and the Rio School District shall collaboratively appoint and employ* staff members at each Program Location (hereinafter "Professional Staff"). RSD site coordinators and BGCOP director will interview and approve all Professional Staff hires. The Program Administrator shall specifically ensure, in part, that all Professional Staff who directly supervise pupils meet the minimum federal No Child Left Behind (NCLB) qualifications to serve as an Instructional Aide in the District.
- i) The District human resources department will administer the "Instructional Assistant Examination" for the expanded learning

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program staff hiring pool and will provide verification to BGCOP for their hiring process.

4. Each any every person employed or volunteering in connection with the ASES Program shall be subject to health screening (including tuberculosis testing) and fingerprinting in the same manner, and in accordance with the same District policies and procedures, as apply to District Instructional Aides. BGCOP shall administer such health screening and fingerprinting and provide verification of said screening to the District.
  - i) Prior to the first day of the program start date of each year, BGCOP will provide the District's human resources department with evidence of clearance as stated above.
  - ii) BGCOP shall provide updates of clearance information, as stated above, on a quarterly basis: January 31, April 30 and June 30.
5. District and BGCOP may appoint volunteers to serve at each Program Location (hereinafter "Program Volunteers"), subject to the prior and ongoing approval of the Program Administrator, Principal at that Program Location, and After-School Coordinator at that Program Location.
6. In the event BGCOP becomes aware that that any person employed or volunteering in connection with the ASES Program has been arrested or convicted of a violent or serious felony listed in Penal Code §667.5(c) or Penal Code § 1192.7, respectively, BGCOP shall immediately notify District and remove said employee or volunteer from performing services under this Agreement and from otherwise interacting with District students until such time as District authorizes the employee or volunteer to resume performing services under this Agreement.
7. BGCOP shall serve as the sole employer of all BGCOP employees required to staff the Program, and shall exercise authority to supervise and evaluate its employees, except as expressly provided herein.

***The RSD After School Program Coordinator and site principals will work in collaboration with the Boys and Girls Club Director to select and evaluate after school program staff at the respective school sites.***
8. BGCOP shall provide substitutes in the event of an absence of any and all BGCOP Professional Staff.
9. District shall serve as the sole employer of all District employees required to staff the ASES Program, and shall exercise exclusive authority to supervise and evaluate its employees.
10. Each Party shall comply with all applicable federal, state, and local laws and ordinances with respect to its employees, its volunteers, and the students participating in the ASES Program.

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11. BGCOP will budget at least twelve hours for professional development for BGCOP employees.

**E. Staff, Services and Materials to Be Provided by BGCOP**

1. The following program staff, services, and materials will be provided by BGCOP in accordance with this Agreement, the ASES Program requirements of Education Code § 8482 *et seq.*, and applicable District policies and procedures:
  - a) BGCOP shall appoint and employ an administrator who shall administer and oversee BGCOP program staff needed to run the program as set by the District.
  - b) Required budgetary information to District as requested;
  - c) The BGCOP administrator who will perform the following duties:
    - i) Provide supervision for part-time Youth Development Program Staff; the observation tool will be shared with site principals
    - ii) Cooperate with District staff to provide data for evaluation reports required by the ASES grant assurances to submit to CDE;
    - iii) Ensure that all volunteer and program staffs attend professional development training, as required.
    - iv) Ensure that staff participates in ongoing collaboration as determined by site and District program administrators
    - v) Provide opportunities for site administration to participate in the hiring process
    - vi) Verify that all staff members who directly supervise pupils must meet the minimum qualifications, hiring requirements, and procedures for an instructional aide in the school district **before being placed at a site**
    - vii) Arrange for substitutes for BGCOP employees working at Program Locations upon staff absence so that a ratio of 20:1 student to staff ratio is always maintained
  - d) Professional staff for each Program Location shall provide the following direct ASES Program services:
    - i) Develop daily lesson plans and weekly schedules for program
    - ii) Attend all District-provided professional development opportunities

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2. BGCOP shall not subcontract any of its duties under this Agreement, whether delineated in this section or any other section of the Agreement.

**F. Staff, Services and Materials to Be Provided by District**

1. As fiscal agent for the ASES Program, District will ensure the following activities/services are performed through the Program Administrator or other District staff:
  - a) Manage the Program Budget, including collaborating with BGCOP and other agencies to ensure proper payment for services;
    - i) Prior to the first day of the program start date of each year, BGCOP in collaboration with the District, will provide the District with the projected budget for each site; includes budgets for ASES core programs and ASES supplemental programs
  - b) Maintain records and follow compliance guidelines described in the CDE Federal Program Monitoring (FPM)
  - c) Secure District curriculum personnel and/or outside consultants to provide staff development on content standards, behavior management, and other areas as identified by site and District needs; professional development may include ongoing coaching provided by District personnel
  - d) Ensure attendance at all meetings required by the CDE by suitable ASES Program staff;
  - e) Provide snacks to participants through the federal free lunch program through District;
  - f) Visit sites to ensure Grant compliance on programmatic levels;
  - g) Coordinate with agencies to ensure proper implementation and modification, as appropriate;
  - h) Work with collaborating agencies to address any parent, teacher, student, or other ASES Program participant concerns that may arise;
  - i) Host at least three collaborative meetings with BGCOP annually to monitor overall program progress and achievement of goals;
  - j) Hire, if necessary or desirable, an appropriate evaluator for the proposed project and preparation of the annual report in collaboration with the evaluator;
  - k) Coordinate with BGCOP to provide outreach, including hosting open-house activities at each Program Location; parent orientations, participation in back-to-school nights and other parent outreach events as appropriate

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- l) Maintain after-school records regarding enrollment, waivers, emergency cards, in the District student information system; student information will be maintained and shared with partner agencies under the District confidentiality guidelines
  - m) Work with District staff to ensure appropriate professional staff development;
  - n) Arrange/assign appropriate school and District staff substitutes for programs as required;
  - o) Serve as liaison between ASES Program and Program Location staff;
  - p) Monitor program attendance records to ensure the minimum student attendance requirements are met;
  - q) Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the Program Location by working with staff;
  - r) Monitor ASES Program goals through monthly ASES Program meetings.
  - s) Select, hire and supervise teachers as academic program liaisons at each ASES program location, to an extent and amount the District determines, to provide services according to RSD teacher liaison job description; the District and BGCOP have mutually agreed that it would be beneficial to the program to use grant funds to pay the salary and benefits for a teacher(s) to serve as a liaison between the District/school site and BGCOP. The liaison may work up to 3 hours per week at each school site. Their main job function will be to consult with the ASES site coordinator and the school principal to determine priorities and specific duties;
  - t) Notify site administration when the site coordinator will be pulled from the site, is absent, etc. /
2. District shall not subcontract any of its duties under this Agreement, whether delineated in this section or any other section of the Agreement.
3. Roles and Responsibilities

- a) Expanded learning program Coordinators at each location will perform the following duties
  - i) By June 30<sup>th</sup> of the prior year, site expanded learning program coordinators will submit site enrollment lists for students accepted into the program for the following school year
  - ii) Draft Opportunity Welcome letters; in collaboration with the site administrator

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- iii) Phone potential participants to enroll;
- iv) Host expanded learning program parent orientation at school sites in collaboration with site administrators
- v) Attend open-houses at school sites; participate in back-to-school nights and parent outreach events as appropriate
- vi) Supervise daily arrival and dismissal for the ASES Program; track daily attendance, according to ASES grant requirements, in the District student information system
- vii) Where necessary, maintain proper food records for District federal reporting as required by the District food services department
- viii) Meet with principals monthly to coordinate program alignment and goals for expanded learning program; coordinator will maintain agendas and notes for program monitoring
- ix) Work with Principals and staff for referrals to potential participants to ASES Program;
- x) Establish contact with parents to ensure proper attendance and utilization of services;
- xi) Provide daily set-up and clean-up services;
- xii) Develop weekly schedules for programs in coordination with the Principal
- xiii) Ensure that the staff use appropriate behavior management and discipline techniques at all times, and assist the staff in solving discipline problems;
- xiv) Maintain after-school records regarding enrollment, waivers, emergency cards, etc. in the District student information system; staff will maintain shared information under the District confidentiality guidelines

b) Principals

- i) have knowledge of and review the District expanded learning program plan
- ii) will include ASES funds in the Single Plan for Student Achievement
- iii) may participate in opportunities to select site program aid staff
- iv) will select the site expanded learning program coordinator

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- v) will conduct observation of the site expanded learning program coordinator; to include goal setting meeting at the beginning of the year along with the director of expanded learning programs
- vi) will provide input, to the director of expanded learning programs, on the summary observation of site expanded learning program coordinators
- vii) will provide input to coordinators for site program aid evaluations
- viii) will collaborate with site after-school coordinators and provide direction for coordinators to complete a site expanded learning program plan
- ix) will include the expanded learning program in their safety plans and provide access to the safety plan for expanded learning program staff
- x) will facilitate at a minimum, during the first trimester, one of each drill: earthquake, fire and lockdown
- xi) will be responsible for providing training on school safety plans to expanded learning staff
- xii) will provide an expanded learning staff orientation; may be included in the regular day site orientation
- xiii) will participate in budget planning and approval process
- xiv) will attend expanded learning staff meetings at least three times per year to share data/information (ex. September/January/June)
- xv) will provide support for expanded learning program staff to shadow and collaborate with site teachers
- xvi) will facilitate, at a minimum, monthly meetings where site expanded learning program coordinators maintain agendas and minutes for program monitoring (may meet informally on a more frequent basis)
- xvii) will assist with access and procedures for use of facility space; ex. Library, computer labs, classrooms, multi-purpose rooms, gyms, office and work rooms, etc.
- xviii) will participate in Ventura County Office of Education site visits

**G. Student Application/Enrollment**

1. Only those students in attendance for the regular school day at a Program Location may apply to participate in the ASES Program at that Program Location.

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Eligible students shall be enrolled on a space-available basis. The District shall maintain a waiting list at each Program Location.

2. The District shall process and maintain enrollment/registration documentation for each ASES Program participant.

#### **H. Days/Hours Of Service**

1. ASES Program services shall be provided on each day in which the school at the Program Location is in regular session, including any minimum days. ASES Program services shall commence immediately upon conclusion of the regular District school day, including minimum days, and shall extend to 6:00 p.m., or at a minimum of 3 hours per day according to grant assurances, on each such day.
2. ASES supplemental programs, where supplemental funding is provided, which operates on non-school days as planned by District and BGCOP in accordance with the ASES grant requirements at a minimum of 3 hours per day or the approved 6 hours per day as authorized by SB429 approved by CDE on June 1, 2015.
3. In any event, ASES Program services shall be offered for at least fifteen (15) hours per week.
4. With the exception of ASES Supplemental programs provided through ASES Supplemental funds used in accordance with ASES requirements, no ASES Program services shall be provided on summer, intersession, vacation, or weekend days.
5. Ensure that all participating parents sign the Early Release Policy and maintain copies on file in accordance with grant assurances. Monitor compliance with the Early Release Policy.
6. The District may mandate program closure for up to three days for the purposes of Professional Staff development.

#### **I. Tracking Student Attendance**

1. The District shall maintain and submit to District daily student attendance records and ensure at least a 20:1 student to staff ratio, in accordance with District policies/procedures and ASES grant assurances.
2. The District shall maintain and track attendance data, via use of the District student information system, for purposes of attendance reporting and related requirements of the ASES Program.

#### **J. Reports To CDE**

1. District shall file all necessary reports with CDE.

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2. BGCOP shall maintain and regularly submit to District statistical data for use in reports to CDE as required under the ASES Program.

**K. Facilities**

1. District shall provide facilities sufficient to house the ASES Program at each Program Location (hereinafter "Program Facilities.") The Program Facilities shall include, but may not necessarily be limited to classrooms, computer labs, restrooms, libraries, outdoor play space, storage space, multi-purpose rooms and gyms along with such other and further access as may be required by law.
2. District staff shall execute a District Application and Agreement for Use of School Facilities for each school year for any supplemental or additional use of Program Location facilities not covered by this Agreement.
3. District shall clean and maintain the Program Facilities to the same standard as the other District facilities at the Program Locations.

**L. Equipment**

1. The District shall purchase ASES materials, supplies, tools, instruments, implements, and equipment, in adherence to the District approved purchasing process. Provided, however, that District shall allow reasonable access to, and use of, District library and computer resources, subject to compliance with any applicable District policies governing reasonable use of such resources.
2. The District shall maintain records of ASES purchases and tag items in accordance with the District policies.

**M. Audit**

1. BGCOP shall provide financial reports and information required under the terms and conditions of the Grant to District within fifteen (15) days of District's request for such information or such other date as required by state or federal agencies.
2. The District and BGCOP agree to be subject to any audit requirements imposed by any state or federal agencies under the Grant.
3. This Section shall survive termination of this Agreement.

**N. Insurance**

Prior to the first day of the program start date of each year, BGCOP will provide the District with evidence of insurance as follows:

1. Public Liability and Property Damage. BGCOP agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of

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public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with the ASES Program. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

2. **Automobile Liability.** BGCOP also agrees to maintain in full force and effect with regard to any BGCOP owned vehicles which BGCOP brings onto the Program Facilities or otherwise uses in conjunction with the ASES Program a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

3. **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

4. **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

Each Occurrence	Aggregate
\$ 2,000,000.00	\$ 4,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

5. **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Commercial vehicles: \$1,000,000.00 combined single limit

Student Transportation \$5,000,000.00 combined single limit

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Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

6. Abuse and Molestation

Each Occurrence	Aggregate
\$ 1,000,000.00	\$2,000,000.00

7. Notice: Additional Named Insured's. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insured's.

8. Insurance Endorsements. Within fifteen (15) days following execution of the Agreement, the Parties shall exchange endorsement(s) verifying the above-required insurance and the terms described herein.

**O. Liability/Indemnification**

1. BGCOP shall assume the defense of and indemnify and hold harmless District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the BGCOP's performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence or willful misconduct by the District, its officers, agents or employees and except for actions or claims alleging dangerous condition of District property which arise out of the acts or failure to act by the District, its officers, agents or employees which are not created by a BGCOP employee or BGCOP invitee.

2. District shall assume the defense of and indemnify and hold harmless BGCOP from and against all actions or claims against BGCOP, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by BGCOP by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the District's performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence or willful misconduct by BGCOP, its officers, agents or employees and except for actions or claims alleging dangerous conditions of BGCOP property which arise out of the acts or failure to act by the BGCOP, its officers, agents or employees which are not created by a District employee or District invitee.

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3. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
4. It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence.
5. Each Party shall establish procedures to notify the other Party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a Party to this Agreement.
6. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

**P. Coronavirus risk mitigation**

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The parties agree to the following agreement in response to ongoing health concerns presented by the COVID-19 virus:

1. The parties will communicate updated policies within each organization as they are developed and distributed.
2. Clear communication will be sent to the school district if an employee has tested positive for COVID-19.
3. Both parties agree to adhere to all local, state, and federal protocols and procedures to ensure the health and safety of children and employees.
4. District will train all BGCOP staff in District safety procedures.

**Health Screening for Children and Staff:**

- All BGCOP ASES staff will follow passive and active screening protocols as mandated by the District for all employees
- Any child or staff member that shows signs of illness will be sent home

**Face Coverings:**

- Adults are required to wear face coverings at all times when working with others. Six feet of social distancing will be maintained with other adults at all times.

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- If an adult arrives to the workplace without a face covering, the District will provide one for them
- All students are required to wear face coverings.

**Q. Termination and Amendment**

1. This Agreement may be terminated at the option of either Party, upon ninety (90) days advanced written notice. In the event of breach of this Agreement, the other Party may terminate this Agreement upon 30 days advanced written notice, such notice to be accompanied by a statement of reasons for said termination.
2. In the event of a substantial loss of grant funding, either Party may suspend operation of this Agreement, but only to an extent consistent with the amount of the lost funding.
3. Either Party may seek to renegotiate the terms of this Agreement by calling a meeting for such purpose. Any amendment to the Agreement must be in writing, executed by the parties, and ratified by the District Board of Trustees.
4. Ongoing review of this Agreement will be the responsibility of both Parties.

**R. Notice/Authorization**

Notices required to be given pursuant to this Agreement shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express or Overnight Express. Provided, however, that any such notice shall be valid only if delivered to the following person(s):

For District:

Oscar Hernandez, Assistant Superintendent, Educational Services  
Rio Elementary School District  
2500 Vineyard Ave.  
Oxnard, CA 93036

For BGCOP:

Erin Antrim, Chief Executive Officer  
Boys & Girls Club of Greater Oxnard & Port Hueneme  
1900 West Fifth Street  
Oxnard, CA 93030

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**S. Enforceability**

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement.

**T. Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the parties. No other agreement, statement, or promise made by any party not contained herein shall be binding or valid. This Agreement shall be construed as one document and all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the parties herein as set out above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**RIO ELEMENTARY SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Wael Saleh

Title: Assistant Superintendent of Business Services

By: \_\_\_\_\_

Name: John Puglisi, PhD

Title: Superintendent

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

By: \_\_\_\_\_

Name: Erin Antrim

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Title: Chief Executive Officer

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10.11





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Ratification of purchasing wide-angle web cameras for classrooms
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Nov 18, 2020
Fiscal Impact	Yes
Dollar Amount	182,700.90
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends ratifying the purchase of wide-angle web cameras to classrooms

### Public Content

Speaker: Jarkko Myllari

Rationale: When teachers are sharing their classroom instruction with a group of students simultaneously in distance learning they need a system that allows them to stream both video and audio in a way that allows them to move freely away from the computer. The specified system automatically adjusts to the number and layout of the participants in the room as well as triangulates the audio sources in the space to enhance the streamed signal.

[235096.pdf \(110 KB\)](#)

### 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

Date:	11/6/2020
Estimate #	235096

**TECHNOLOGIES, INC.**

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

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
Jabra PanaCast Video Conferencing Camera - 13 Megapixel - USB - 3840 x 2160 Video - Notebook, Computer	270	586.50	158,355.00T
Jabra PanaCast Table Stand - Freestanding, Tabletop, Desktop - Black	270	41.50	11,205.00T
<b>Subtotal:</b> \$169,560.00		<b>Sales Tax: (7.75%)</b> \$13,140.90	<b>Total</b> \$182,700.90
<b>Quote Valid Until:</b> 11/28/2020			
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



10.12





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Ratification of the purchase of additional displays for teacher laptops
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Nov 18, 2020
Fiscal Impact	Yes
Dollar Amount	68,462.76
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff remomends ratifying the purchase of additional displays for teacher laptops.

### Public Content

Speaker: Jarkko Myllari

Rationale: In order to efficiently work using video conferencing tools, the teacher needs to be able to simultaneously share their screen and monitor the student activity. This process is greatly improved by attaching a second display to the teacher laptop. With the specified device type the teacher workstation consisting of the computer and the second display also stays portable to allow greater mobility for the teacher.

[Rio School District Mobilepixels TrioMax Quote Nov 2020 \(1\).pdf \(12 KB\)](#)

### Administrative Content

### Executive Content

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Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	10/9/2020 2:17 PM
		Expiration Date	11/8/2020
		Quote Number	Q-10780
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  Oxnard, CA 93030	Ship To	Warehouse 1800 Solar Drive  Oxnard, CA 93030

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
245	Misc Accessory Sold - New	Mobile Pixels TRIO Max (14-inch)	\$259.00	\$63,455.00
1	Fed Express	Federal Express Ground	\$90.00	\$90.00

Total Price	\$63,545.00
Tax	\$4,917.76
Grand Total	\$68,462.76

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

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stseducation-us.com/resources/customer-support](https://www.stseducation-us.com/resources/customer-support).

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

By signing this document, I confirm that I am authorized by the purchaser named above to guarantee payment according to the terms and conditions herein for the products and/or services listed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_





10.13





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Ratification of purchasing 270 classroom audio enhancement systems
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Nov 18, 2020
Fiscal Impact	Yes
Dollar Amount	329,940.63
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends ratifying the purchase of the classroom audio enhancement system.

### Public Content

Speaker: Jarkko Myllari

Rationale: Working with a mask on in a socially distanced group layout puts extra strain on teacher's voice. For synchronous online sessions teachers will also need to be able to stream their talk. Both of these needs can be addressed with the specified system that consists of a microphone-remote control device, an amplifier and a system that allows the signal to be streamed to a video conference.

[Rio School District Juno Frontrow Quote Oct 2020 \(2\).pdf \(12 KB\)](#)

### Administrative Content

### Executive Content

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

Created Date 10/22/2020 9:46 AM

Expiration Date 11/21/2020

Quote Number Q-11033

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
270	Misc Accessory Sold - New	Frontrow Juno with Bluetooth System	\$1,125.00	\$303,750.00
1	LTL Shipping	LTL Shipping Charge	\$2,650.00	\$2,650.00
1	CMAS-FrontRow (CA)	FrontRow- 3-19-00-0515D	\$0.00	\$0.00

Total Price \$306,400.00

Tax \$23,540.63

Grand Total \$329,940.63

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

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stseducation-us.com/resources/customer-support](https://www.stseducation-us.com/resources/customer-support).

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

By signing this document, I confirm that I am authorized by the purchaser named above to guarantee payment according to the terms and conditions herein for the products and/or services listed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_



10.14







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Ratification of a dedicated 2Gb fiber circuit for RSD WiFi
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Nov 18, 2020
Fiscal Impact	Yes
Dollar Amount	27,000.00
Budgeted	Yes
Budget Source	COVID
Recommended Action	Staff recommends ratifying the contract with Crown Castle to provide data for the Rio WiFi network.

### Public Content

Speaker: Jarkko Myllari

Rationale: To stay compliant to requirements of FCC eRate funding program a dedicated fiber circuit is needed to provide data for the wireless network at Nyeland Acres and other areas outside Rio campus boundaries.

Dedicated\_2Gb\_Fiber\_3001\_Rose\_Ave (1).pdf (666 KB)

### Administrative Content

### Executive Content

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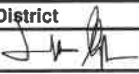
Licensee or Customer Contact Detail	
<b>Licensee or Customer</b>	Rio School District
<b>Address &amp; Contact</b>	<b>Address</b> 2500 E Vineyard Ave #100
	<b>City, State</b> Oxnard, CA 93036
	<b>Phone</b> 805-485-3111 <b>Fax</b> (000) 000-0000
<b>Billing Address &amp; Contact</b>	<b>Name</b> SUN: Rio School District (305543) <b>Email</b>
	<b>Billing Address</b> 2500 E Vineyard Ave #100 <b>Phone</b> -
	<b>City, State</b> Oxnard, CA 93036 <b>Fax</b>
<b>Technical Contact</b>	<b>Name</b> Jarkko Myllari <b>Primary Phone</b> 805-485-3111 x2125
	<b>E-mail</b> jmyllari@rioschools.org <b>Alternate Phone</b>

Product Detail	
<b>Internet *</b>	<b>Product Type</b> Dedicated Internet Access <b>Bandwidth</b> 2Gbps
	<b>Total MRC</b> \$2,250.00 <b>Total NRC</b> \$0.00 <b>Service Level</b> IP
	<b>IPv4 Block</b> /29 - /27
* Internet Service is subject to Provider's Acceptable Use Policy posted at <a href="http://fiber.crowncastle.com">http://fiber.crowncastle.com</a> at the bottom of the page.	
<b>Location A Product Details</b>	<b>Install Lead Time</b> 90 Days
	<b>Connector</b> 10 GigE
<b>Location A</b>	3100 N Rose Ave, 1st Floor, Oxnard, CA 93036

Order Summary										
<b>Pricing &amp; Contract Terms</b>	<b>Salesperson</b> Mitra Loehr <b>Term (Months)</b> 36									
	<b>Client Service Mgr</b> Shannon Stanton									
	<b>Order Contact</b> Jarkko Myllari <b>Contact Email</b> jmyllari@rioschools.org									
	<table border="1"> <thead> <tr> <th></th> <th>NRC *</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Internet</td> <td>\$0.00</td> <td>\$2,250.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$0.00</b></td> <td><b>\$2,250.00</b></td> </tr> </tbody> </table>		NRC *	MRC*	Internet	\$0.00	\$2,250.00	<b>Total</b>	<b>\$0.00</b>	<b>\$2,250.00</b>
	NRC *	MRC*								
Internet	\$0.00	\$2,250.00								
<b>Total</b>	<b>\$0.00</b>	<b>\$2,250.00</b>								
*Pricing shown does not reflect applicable taxes and fees.										

**ORDER ACCEPTANCE**

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated 2/10/2016 ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 4.0" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

	Licensee or Customer	Company or Provider
	Rio School District	Crown Castle Fiber LLC
Signature		
Name/Title	Jarkko Myllari	
Date	11 / 03 / 2020	



10.15





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Ratification of student Hotspot data upgrade (1050 lines, 800 thru April 2021, 250 thru Feb 2022)
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Nov 18, 2020
Fiscal Impact	Yes
Dollar Amount	258,010.56
Budgeted	Yes
Budget Source	COVID
Recommended Action	Staff recommends ratifying the hotspot data upgrade.

### Public Content

Speaker: Jarkko Myllari

Rationale: The amount of data available to our students needs to be unlimited to ensure that participating in synchronous online instruction or uploading and downloading digital materials isn't limited for Rio students.

QUOTE - Rio School District - Upgrade 1050 Devices to Comp Unlimited (1).pdf (86 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.*





QUOTATION

7901 Jones Branch Drive, Suite 350, McLean, Virginia 22102  
(240) 482-3500 | fax: (240) 482-3505 | www.kajeet.com

Account Name Rio School District  
Bill To 2500 Vineyard Ave  
Oxnard, CA 93036  
USA

Contact Name Jarkko Myllari  
Phone (805) 485-3111 ext 2125  
Email jmyllari@rioschools.org

Prepared By LaTonya Page  
Phone 240-482-4628  
Email lpage@kajeet.com

Created Date 10/27/2020  
Quote Number Q# 202010-018852  
Opportunity Number OPTY 202010-24176

Description Upgrading devices to Complete Unlimited data plan  
800 devices for 6 months  
250 devices for 16 months

Product	Product Code	List Price	Sales Price	Quantity	Total Price
Complete Unlimited, Tier 2	CPLTUNLT2	\$42.97	\$28.00	4,800.00	\$134,400.00
Complete Unlimited, Tier 2	CPLTUNLT2	\$42.97	\$27.00	4,000.00	\$108,000.00
Subtotal					\$242,400.00
Telecom Admin Fees					\$15,610.56
Quote Shipping					\$0.00
Quote Grand Total					\$258,010.56

Kajeet powers the K-12 mobile environment by providing and managing safe, mobile connectivity and providing visibility into learning. Kajeet extends the school day with Wi-Fi on the bus and Internet access outside the classroom; provides continuity of business through wireless fail-over connectivity; manages student mobile devices anywhere; and centrally administers school IoT platforms.

TERMS & CONDITIONS

- All prices are quoted in U.S. Dollars. All prices valid only through Kajeet direct sales. Quote is valid for 30 days. The amount presented in this quotation is confidential & proprietary and intended for the consideration of the Buyer. Buyer and Kajeet will sign and execute a Services Agreement prior to execution of the program. Credit card payments are subject to a 5.0% processing fee. Kajeet W-9 available upon request. Kajeet®, Arterra Mobility®, and Otarris™ products and services are protected by the following issued U.S. patents 8,929,857; 8,918,080; 8,774,755; 8,774,754; 8,755,768; 8,731,517; 8,725,109; 8,712,371; 8,706,079; 8,667,559; 8,644,796; 8,639,216; 8,634,803; 8,634,802; 8,634,801; 8,630,612; 8,611,885; 8,600,348; 8,594,619; 8,588,735; 8,285,249; 8,078,140; 7,945,238; 7,899,438; 7,881,697. Other patents are pending. Kajeet®, Kajeet SmartSpot®, Education Broadband™, SmartBus™, SmartSpot Protection™, Kajeet Complete™, Kajeet Custom™, Arterra Mobility®, and Sentinel® are trademarks of Kajeet, Inc.
- Telecom, Network and Admin Fees (TAF) defray a wide variety of Federal, State, and/or Local fees charged to telecommunications carriers and are subject to a 6.9% fee on data-related services. This is not state or federal sales tax.
- Shipping costs related to hardware only.
- Sales tax is an estimate based on your state and/or locality. Sales tax is calculated on equipment only. The PO must contain the correct sales tax amount and is the responsibility of the PO issuer. If Sales tax line item is blank; Applicable state sales taxes are not included in this quotation.



10.16





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Ratification of the purchase of large, portable video projection systems for 7 sites
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Dec 30, 1899
Fiscal Impact	Yes
Dollar Amount	101,767.31
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends ratifying the purchase of large, portable video projection systems

### Public Content

Speaker: Jarkko Myllari

Rationale: In order to present instruction, materials and event programming for socially distanced, large groups in indoor spaces such as gyms or outdoors schools need a portable video projection system. Rio del Valle and Rio Vista already have such systems in place and this purchase is to equip the rest of the schools identically.

[Epson Projectors \(Tierney Quote\).pdf \(58 KB\)](#)

[Updated Da-Lite Screens Quote \(Tierney\).pdf \(58 KB\)](#)

### Administrative Content

### Executive Content

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# Quote

## #194207

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
(612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
www.tierney.com

10/27/2020

**Bill To**  
ATTN: Jarkko Myllari  
Rio School District  
1800 Solar Drive  
Oxnard CA 93030

**Ship To**  
ATTN: Jarkko Myllari  
Rio School District  
1800 Solar Drive  
Oxnard CA 93030

Memo:  
Epson

Expires	Sales Rep	Contract	Terms
01/25/2021	685 Chris Kolar		NEW

Qty	Item	MFG	Price	Ext. Price
7	<b>V12H004X01</b> Epson Ultra Short Throw Lens for Pro G7000 and L1100U, 1200U, 1300U & 1405U Projectors	Epson	\$4,919.19	\$34,434.33
7	<b>V11H940920</b> Pro L1070UNL Laser Projector, 7000 Lumens, WUXGA, No Lens, White	Epson	\$4,425.05	\$30,975.35

<b>Subtotal</b>	\$65,409.68
<b>Tax (7.75%)</b>	\$5,108.00
<b>Shipping Cost</b>	\$500.00
<b>Total</b>	\$71,017.68

To accept this quotation, sign here : \_\_\_\_\_

If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service at 612-331-5500.

This document is subject to the terms and conditions found here: [www.tierneybrothers.com/SOTC](http://www.tierneybrothers.com/SOTC)

Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Tierney reserves the right to adjust or cancel this quote.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns require an authorization number and must be made within 30 days. Custom orders and "Consumables", such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees varying depending on the product line, expect a minimum charge of 25%.









# Quote

## #194292

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
(612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
www.tierney.com

10/28/2020

**Bill To**  
ATTN: Jarkko Myllari  
Rio School District  
1800 Solar Drive  
Oxnard CA 93030

**Ship To**  
ATTN: Jarkko Myllari  
Rio School District  
1800 Solar Drive  
Oxnard CA 93030

Memo:  
Da-Lite Screen

Expires	Sales Rep	Contract	Terms
01/26/2021	685 Chris Kolar		NEW

Qty	Item	MFG	Price	Ext. Price
7	<b>Integration Item</b> 92094C F/F HD DLX DMBB F 11X19 CUSTOM VIEWING SIZE 120" x 216" (HxW) 16:9 FORMAT	Da-Lite	\$3,605.93	\$25,241.51
7	<b>AVJ42XLKBC</b> Extra-Large Adjustable-Height Steel Cart - Pullout keyboard Tray, Cab	Luxor	\$249.49	\$1,746.43
1	<b>Lift Gate Surcharge</b> Lift Gate Service Charge - for delivery locations without a loading dock. Please remove from your purchase order if your delivery location has a loading dock.	Tierney	\$150.00	\$150.00

<b>Subtotal</b>	\$27,137.94
<b>Tax (7.75%)</b>	\$2,211.69
<b>Shipping Cost</b>	\$1,400.00
<b>Total</b>	\$30,749.63

To accept this quotation, sign here : \_\_\_\_\_

If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service at 612-331-5500.

This document is subject to the terms and conditions found here: [www.tierneybrothers.com/SOTC](http://www.tierneybrothers.com/SOTC)

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Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns require an authorization number and must be made within 30 days. Custom orders and "Consumables", such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees varying depending on the product line, expect a minimum charge of 25%.



194292



10.17





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Ratification of purchasing large, portable sound systems (PA) at 8 sites
Access	Public
Type	Action (Consent)
Preferred Date	Nov 18, 2020
Absolute Date	Nov 18, 2020
Fiscal Impact	Yes
Dollar Amount	72,338.45
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing the 8 large sound systems.

### Public Content

Speaker: Jarkko Myllari

Rationale: An adequate, large PA sound system is required to efficiently project audio from microphone, digital and other sources over large spaces during school events and other large group outdoor activities. The specified system has been test piloted along with the first iterations of the large video screens Rio has been using in 2019-2020.

[quote\\_6543446.pdf \(782 KB\)](#)

### Administrative Content

### Executive Content

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# Sweetwater

Music Instruments & Pro Audio  
 5501 US HWY 30 W  
 Fort Wayne, IN 46818  
 (800) 222-4700  
 Sweetwater.com

**Quote Number** 6543446  
**Quote Date** 11/10/20  
**Delivery Method** FedEx Ground (Business)  
**Customer Number** 671985

**Quote To:** Purchasing 2 Rio School District  
 Rio School District  
 2500 E Vineyard Ave Ste 100  
 Oxnard, CA 93036

**Ship to:** Warehouse Rio School District  
 Rio School District  
 2715 E. Vineyard Avenue  
 Oxnard, CA 93036

Qty.	Item	Description	Retail Price	Your Price	Total
16	KW153	QSC 15" 1000W 3-way KW Series Speaker	\$1,899.99	\$1,459.00	\$23,344.00
16	KW153Cvr	QSC KW153 Speaker Cover	\$124.99	\$99.99	\$1,599.84
16	PROMO_790	QSC kw153		\$-99.99	\$-1,599.84
8	DriveRackPA2	dbx EQ & Speaker Control System	\$547.72	\$399.00	\$3,192.00
8	RTAM	dbx Analyzer Mic for DriveRack	\$124.00	\$99.95	\$799.60
16	KS118	QSC 3600W 18" Active Sub	\$1,799.99	\$1,349.00	\$21,584.00
16	KS118Cvr	QSC KS118 Speaker Cover	\$139.99	\$99.99	\$1,599.84
8	EFX8	Soundcraft 10-ch EFX Mixer w/FX	\$548.75	\$399.00	\$3,192.00
8	SLXD4D-J52	Shure SLXD Dual Wls RCV, J52	\$1,061.00	\$849.00	\$6,792.00
8	SLXD2B58-J52	Shure SLXD Wls HH Beta 58 TXM, J52	\$394.00	\$315.00	\$2,520.00
8	SLXD1-J52	Shure SLXD Wls Bodypack TXM, J52	\$269.00	\$215.00	\$1,720.00
8	DL4BO-TA4F	Shure Duraplex Lavalier, TA4F, Blk	\$374.00	\$299.00	\$2,392.00

Total Confidence Coverage

Technical Support

Technical support has a 20 plus person in-house service department including: technical support facilities capable of handling issues regarding this system. • Technical service support and most warranty repairs • Fast and efficient turn around on equipment repairs • Protect Your Investment • References of similar system configurations are available upon request.

Continued on page 2...

# Sweetwater

Music Instruments & Pro Audio

5501 US HWY 30 W  
Fort Wayne, IN 46818  
(800) 222-4700  
Sweetwater.com

**Quote Number** 6543446  
**Quote Date** 11/10/20  
**Delivery Method** FedEx Ground (Business)  
**Customer Number** 671985

**Quote To:** Purchasing 2 Rio School District  
Rio School District  
2500 E Vineyard Ave Ste 100  
Oxnard, CA 93036

**Ship to:** Warehouse Rio School District  
Rio School District  
2715 E. Vineyard Avenue  
Oxnard, CA 93036

Qty.	Item	Description	Retail Price	Your Price	Total
		Items listed on previous page			

#### Your Sales Engineer Is Matt Emick:

Dear Purchasing 2,  
If you ever have any questions or concerns, please do not hesitate to contact me at (800) 222-4700 x1249 or [matt\\_emick@sweetwater.com](mailto:matt_emick@sweetwater.com).

24-hour tech support is also available at [Sweetwater.com/SweetCare](http://Sweetwater.com/SweetCare), or with our in-house SweetCare Center by phone at (800) 222-4700 (M - F 9am - 6pm, Sat 9am - 5pm).

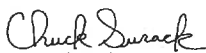
Subtotal:	\$67,135.44
Shipping & Handling:	\$2,168.40
Free Shipping Promo:	-\$2,168.40
Tax:	\$5,203.01
Total:	\$72,338.45

#### A Note From Our Founder and CEO:

Thank you so much for your business with Sweetwater. I am grateful for every customer, and I encourage you to continue your love of music.

It's our goal every day to deliver your order with as much value as possible. We want you to be amazed, and we're willing to go the extra mile to make it happen - that's the Sweetwater Difference. If you are not completely satisfied, I urge you to contact your sales engineer right away and we will make it right. You can also reach me directly at: [chuck\\_surack@sweetwater.com](mailto:chuck_surack@sweetwater.com).

Thank you again for your business and support.

  
Chuck Surack  
Founder and CEO, Sweetwater

#### Sweetwater's Return Guidelines:

It's our goal to earn your trust and create a relationship with you for the long term by standing behind what we sell. We promise to deal with you fairly and reasonably; we hope you will be fair and reasonable with us as well. So, if for some reason you are not satisfied with your purchase, we will gladly accept your timely return of eligible items.

To make a return, simply contact your Sales Engineer to start the process.

For additional information on returns, please visit [Sweetwater.com/help](http://Sweetwater.com/help).



10.18





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Considered Approval of Resolution 20/21-34 for the Board of Trustee's Resolution of Conveyance of a Right-of-Way to the City of Oxnard for Public Streets and Public Utility.
Access	Public
Type	Action
Recommended Action	It is recommended that the Board approve Resolution No. 20/21-34 for the Conveyance of a Right-of-Way to the City of Oxnard for Public Streets and Public Utility.

### Public Content

#### Speaker:

Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

The City of Oxnard ("City") requires a right-of-way ("Right-of-Way") from the District for public streets and public utility purposes. The Right-of-Way will allow for the City to construct, maintain, and replace, if necessary, a public sidewalk that overlaps onto the District's property, more commonly known as Rio Lindo Elementary School ("Rio Lindo ES").

The Board, having both adopted its Resolution of Intent and held a public hearing on whether to convey the Right-of-Way, is now permitted to consider a resolution conveying the Right-of-Way. As such, the Board may consider the adoption of Resolution No. 20/21-29 ("Resolution to Convey"), authorizing the conveyance of the Right-of-Way to the City, pursuant to Education Code § 17559. This Resolution to Convey must be approved by **a vote of at least two-thirds of all the members of the Board.**

If a Protest Petition is received, signed by at least 10% of the qualified electors within the District, then the Board must postpone any decision on whether to convey the Right-of-Way and first submit the question of whether to convey the Easement to the Ventura County Superintendent of Schools ("Superintendent of Schools"). If the Superintendent of Schools approves the Right-of-Way, then the Board may consider approval of the conveyance. If the Superintendent of Schools disapproves of the Right-of-Way, its decision is final and the District may not convey the Right-of-Way.

Rio - Parking Lot - Resolution of Conveyance.pdf (76 KB)

### Administrative Content

**Executive Content**

RIO SCHOOL DISTRICT

RESOLUTION #20/21-34

**RESOLUTION OF CONVEYANCE OF A RIGHT-OF-WAY  
TO THE CITY OF OXNARD FOR PUBLIC STREETS AND  
PUBLIC UTILITY PURPOSES**

**WHEREAS**, the City of Oxnard (“City”) requires a right-of-way from the Rio School District (“District”) for public streets and public utility purposes;

**WHEREAS**, the right-of-way sought by the City will allow the City to construct, maintain, and replace, if necessary, a public sidewalk that overlaps onto the District’s property, more commonly known as Rio Lindo Elementary School, located at 2131 Snow Avenue, Oxnard, California 93036 (“Rio Lindo ES”);

**WHEREAS**, the specific location of the right-of-way is attached hereto as Exhibit “1,” and is incorporated herein by this reference (“City Right-of-Way”);

**WHEREAS**, the City Right-of-Way is located in an area that will not interfere with the District’s operation of its academic facilities at Rio Lindo ES, or otherwise negatively impact school operation;

**WHEREAS**, Education Code § 17556 *et seq.* provides the authority for the District to dedicate right-of-way or convey to a public utility an easement on any real property belonging to the District upon such terms and conditions as the parties thereto may agree;

**WHEREAS**, pursuant to Education Code § 17557, the District’s Board of Trustees (“Board”) adopted Resolution No. 20/21-29 (“Resolution of Intent”) on October 21, 2020, declaring its intention to consider the conveyance of the City Right-of-Way to the City, and establishing November 18, 2020, at 5:00 p.m., or as soon thereafter as reasonably possible, as the time for the Board to conduct a public hearing at its regular meeting to be held at the Conference Room of the District’s Office, 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030, to receive public comments with respect to the proposed conveyance of the City Right-of-Way to the City;

**WHEREAS**, the District provided notice of the public hearing, as required by the Education Code § 17558, by posting a copy of the Resolution of Intent in three public places within the District no later than November 8, 2020, and publishing notice of the hearing in the *Ventura County Star* no later than November 13, 2020; and

**WHEREAS**, the Board conducted a public hearing on November 18, 2020, and considered all comments received, if any; and

**WHEREAS**, as authorized by Education Code § 17559, the Board may now consider and adopt a resolution to authorize the conveyance of the proposed City Right-of-Way to the City, unless the Board receives a written protest signed by at least 10 percent of the qualified electors within the District; and

**WHEREAS**, the Board has not received a petition, signed by any qualified electors, objecting to the conveyance of the City Right-of-Way; and

**WHEREAS**, the Board desires to convey the City Right-of-Way to the City in a manner substantially similar to that set forth in Exhibit “1,” subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, be it resolved that:

1. That the above recitals are true and correct, and are incorporated herein by reference.
2. At the public hearing held in accordance with Education Code §§ 17557 and 17559, the Board provided an opportunity for public comment on the question of whether the District should convey the City Right-of-Way, and the Board has considered any and all comments made or received at such time.
3. The Board hereby authorizes the conveyance of the City Right-of-Way to the City, in the manner and form set forth in Exhibit 1. The Board hereby authorizes the President of the Board or the Superintendent to execute and deliver the City Right-of-Way to the City.
4. The Board hereby authorizes the Superintendent, or the Superintendent’s designee, to take such additional action or execute such additional documentation as may be reasonably required to effectuate the intent of this Resolution, including, but not limited to, the delivery of the executed deeds to the appropriate entities.

**PASSED AND ADOPTED** by the Board of Trustees at a regular meeting held on the 18th day of November, 2020, by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

---

Linda Armas  
President of the Board of Trustees

10.19







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval of Change Order #2 for COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School by Precision Plumbing.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,923.00
Budgeted	Yes
Budget Source	COVID Funds
Recommended Action	It is recommended that the Board Approve Change Order #2 for COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School by Precision Plumbing.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

This change order is for an added scope of work due to the COVID-19 Virus. Precision Plumbing-Mechanical was requested to repair additional plumbing problems found during COVID 19 replacements throughout the campus.

20-13L COR#2 for Precision for November Board Meeting Approval 11 3 2020.pdf (173 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, 3<sup>rd</sup> Floor  
Oxnard, CA 93030

November 3, 2020

Attn: Dr. Puglisi

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

Re: Project 20-13L COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza  
Elementary School  
Precision Plumbing-Mechanical  
Recommendation to Approve CO #2 to Precision Plumbing-Mechanical

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2 to Precision Plumbing-Mechanical 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
2	Prec	Additional Plmg Repairs at Rio Plaza	Final Plmg Issues Found/Repaired During COVID 19 Touchless Repairs thru out Campus	\$ 3,923.00

Total CO #2	\$ 3,923.00
Previous Approved CO's	\$ 7,330.00
Original Contract	\$ 56,335.00
Revised Contract	\$ 67,588.00

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 Mugerza Ibarra

**Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 2  
11-03-2020**

PROJECT NO: RSD 20-13L

CO NO: 2

PROJECT NAME: COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School

CONTRACTOR: Precision Plumbing-Mechanical

SCOPE OF WORK: SEE ATTACHED

**COST:**

Original Contract Amount	\$ 56,335.00
Previous Approved Change Orders	\$ 7,330.00
This Change Order	\$ 3,923.00
Adjusted Contract Amount	\$ 67,588.00

**TIME:**

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

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

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

**RIO SCHOOL DISTRICT**

By \_\_\_\_\_

Date \_\_\_\_\_

**District Architect: N/A**

By \_\_\_\_\_

Date \_\_\_\_\_

**Contractor: Precision Plumbing-Mechanical**

By \_\_\_\_\_

Date \_\_\_\_\_

**District PM/CM: Balfour Beatty Construction**

By \_\_\_\_\_

Date 11/3/2020

Rio School District  
Project No RSD 20-13L

CO #2  
11/3/2020

COVID 19 Touchless Plmg Fixture R & R  
at Rio Plaza Elementary School

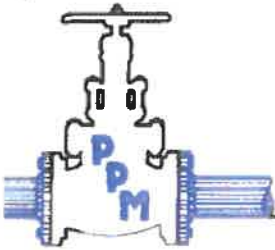
Original Contract \$ 56,335.00

PCO No.	GC No.	Description	Reason	Cost/Credit
2	Prec	Additional Plmg Repairs at Rio Plaza	Final Plmg Issues Found/Repaired During COVID 19 Touchless Repairs thru out Campus	\$ 3,923.00

Total CO #2 \$ 3,923.00  
Previous Approved CO's \$ 7,330.00  
Original Contract \$ 56,335.00  
Revised Contract \$ 67,588.00

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#13538



# PRECISION Plumbing - Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

## Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO <b>Balfour Beatty - Keith Henderson</b>		PHONE	DATE <b>11-03-20</b>
STREET		JOB NAME <b>COR #2 Additional Labor and Materials</b>	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	<b>khenderson@balfourbeattyus.com</b>	JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and material needed to install the additional materials and fixtures at the above referenced project due to not being included in the original scope and/or being found defective at the time of construction.

**SEE ATTACHED COST BREAKDOWN FOR ITEMS INCLUDED IN THIS PROPOSAL**

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Three Thousand Nine Hundred Twenty Three Dollars & NO/100**

dollars (\$ **3,923.00** )

Payment to be made as follows:

**Monthly progress payments; Net 15 days invoice.**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or 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. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Daniel Bascom

Note: This proposal may be withdrawn by us if not accepted within **15** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



SUBCONTRACTOR NAME	SERVICE	TOTAL
Salinas Rooter	\$575.00	\$575.00

OH/PROFIT 10%                    \$57.50  
**SUBCOTRACTOR TOTAL:                    \$632.50**

**EQUIPMENT**

HOURS	DESCRIPTION	RATE	TOTAL
			\$0.00
			\$0.00
			\$0.00

**EQUIPMENT TOTAL:                    \$0.00**

**LABOR**

HOURS	CLASSIFICATION	RATE	TOTAL
8	Foreman	\$119.00	\$952.00
	Journeyman	\$108.00	\$0.00
16	Apprentice	\$79.00	\$1,264.00
	Foreman overtime	\$183.00	\$0.00
	Journeyman overtime	\$146.00	\$0.00
	Apprentice overtime	\$106.00	\$0.00

**LABOR TOTAL                    \$2,216.00**

**JOB TOTAL                    \$3,922.34**



10.20





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval of Resolution 20/21-27 for the Notice of Completion for Touchless Fixture Replacements by MM Mechanical, Inc., at Rio Real, Rio del Valle and Rio Rosales due to COVID 19.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve Resolution 20/21-27 for the Notice of Completion for Touchless Fixture Replacements by MM Mechanical, Inc., at Rio Real, Rio del Valle and Rio Rosales due to COVID 19.

### Public Content

**Speaker:**  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for work related to RSD Project 20-12L, at Rio Real, Rio Del Valle, and Rio Rosales for the work completed by MM Mechanical, Inc for the touchless plumbing fixture replacements due to COVID 19. The Project Manager has confirmed that all contract installation requirements have been satisfied by MM Mechanical, Inc and the project can now be closed.

[20-12L MM Request for Notice of Completion for October Board Meeting.pdf \(24 KB\)](#)

[Resolution 20-21-27 NOC MM Mechanical .pdf \(99 KB\)](#)

### 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, 3<sup>rd</sup> Floor  
Oxnard, CA 93030  
Attn: Dr. Puglisi

September 30, 2020

Subject: Measure L Projects  
Rio School District  
Oxnard, CA

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.

Recommendation to Request Board approval for issuance of Notice of Completion For MM Mechanical, 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 #20-12L COVID 19 Touchless Plumbing Fixture Replacements at Rio Real Elementary School, Rio Del Valle Middle School and Rio Rosales Elementary School. All contract installation requirements have been satisfied by MM Mechanical, Inc. for Bid #20-12L. The final contract amount is as follows;

MM Mechanical, Inc. Base Agreement	\$ 197,762.00
MM Mechanical, Inc. Total Change Order Amount	\$ 12,347.78
<b>FINAL Cost</b>	<b>\$ 210,109.78</b>

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

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty

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



10.21







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Approval of Resolution No. 20/21-32 for the Notice of Completion of the Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School by Precision Plumbing.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve Resolution 20/21-32 for the Notice of Completion of the COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School by Precision Plumbing.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for work related to RSD Project 20-13L, at Rio Plaza for the work completed by Precision Plumbing for the touchless plumbing fixture replacements at Rio Plaza due to COVID 19. The Project Manager has confirmed that all contract installation requirements have been satisfied by Precision Plumbing and the project can now be closed.

[20-13L Precision Board Recommendation for Notice of Completion 11 3 2020 .pdf \(23 KB\)](#)

[Resolution 20-21-32 NOC PP.pdf \(107 KB\)](#)

### Administrative Content

### Executive Content

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# Balfour Beatty Construction

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

November 3, 2020

**Subject:** Measure L Projects  
Rio School District  
Oxnard, CA

**Re:** Project #20-13L COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School.  
Recommendation to Request Board approval for issuance of Notice of Completion For Precision Plumbing-Mechanical

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 #20-13L COVID 19 Touchless Plumbing Fixture Replacements at Rio Plaza Elementary School. All contract installation requirements have been satisfied by Precision Plumbing-Mechanical for Bid #20-13L. The final contract amount is as follows;

Precision Plumbing-Mechanical, Base Agreement	\$ 56,335.00
Precision Plumbing-Mechanical, Total Change Order Amount	\$ 11,253.00
<b>FINAL Cost</b>	<b>\$ 67,588.00</b>

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. 20/21-32**  
**NOTICE OF COMPLETION OF PROJECT #20-13L FOR**  
**COVID 19 TOUCHLESS PLUMBING FIXTURE REPLACEMENT BY PRECISION PLUMBING**  
**AT RIO PLAZA**

**WHEREAS**, pursuant to RSD Project 20-13L, the Rio School District (“District”) contracted with Precision Plumbing for the COVID 19 Touchless Plumbing Fixture Replacement at Rio Plaza School; and

**WHEREAS**, Contractor subsequently commenced the work on Project No. 20-13L, and

**WHEREAS**, on November 3, 2020, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

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

**NOW, THEREFORE**, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-13L. 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 18th day of November, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Linda Armas, President of the Board of  
Trustees



10.22







## Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.22 Approval of Resolution No. 20/21-33 for the Notice of Completion from Brannon, Inc. dba Smith Electric Service, for Bid Package #11, Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing, Natural Gas for Site and Interior Site Utility Tie-In at Rio Del Sol.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that Resolution No. 20/21-33 be approved for the Notice of Completion from Brannon, Inc., dba Smith Electric Service for Bid Package 11, Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing, Natural Gas for Site and Interior Site Utility Tie In at Rio Del Sol.

## Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

### Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for work related to RSD Project #19-0068-015 at Rio Del Sol completed by Brannon, Inc., dba Smith Electric Service. Brannon, Inc. completed Bid Package 11 for the Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing, Natural Gas for Site and Interior Site Utility Tie-In, and the Project Manager has confirmed that all contract installation requirements have been satisfied by Brannon, Inc. and the project can now be closed.

[Brannon NOC.pdf \(93 KB\)](#)

[Brannon NOC Resolution 33.pdf \(117 KB\)](#)

## Administrative Content

## Executive Content

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# Balfour Beatty Construction

Rio School District  
1800 Solar Drive, 3<sup>rd</sup> Floor  
Oxnard, CA 93030  
Attn: Dr. Puglisi

November 6, 2020

Subject: Measure L Projects  
Rio School District  
Oxnard, CA

Re: Project #19-0068-015 Rio Del Sol, STEAM Academy, Building C  
Recommendation to Request Board approval for issuance of Notice of Completion  
Bid Package #11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing,  
Natural Gas for Site and Interior Site Utility Tie In

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 #19-0068-015 Rio Del Sol, STEAM Academy, Building C. All contract installation requirements have been satisfied by Brannon, Inc. dba Smith Electric Service for Bid Package #11 Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing, Natural Gas for Site and Interior Site Utility Tie In. The final contract amount is as follows;

Brannon, Inc. dba Smith Electric Service Base Agree	\$	600,176.00
Brannon, Inc. dba Smith Electric Service Total Change Order Amount	\$	(763.00)
<b>FINAL Cost</b>	<b>\$</b>	<b>599,413.00</b>

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



**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 20/21-33**

**NOTICE OF COMPLETION OF BID PACAKAGE #11 FOR**

**Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing,  
Natural Gas for Site and Interior Site Utility Tie-In by Brannon, Inc. dba  
Smith Electric Service at Rio Del Sol**

**WHEREAS**, pursuant to RSD Project No. 19-0068-015, the Rio School District ("District") contracted with Brannon, Inc., dba Smith Electric Service for (Bid Package #11) Water Distribution, Sanitary Sewerage, Storm Drainage, Plumbing, Natural Gas for Site and Interior Site utility Tie-In at Rio Del Sol STEAM School; and

**WHEREAS**, Contractor subsequently commenced the work on Project No. 19-0068-015; and

**WHEREAS**, on November 6, 2020, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

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

**NOW, THEREFORE**, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 19-0068-015. 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 18th day of November, 2020 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Linda Armas, President of the Board of  
Trustees



10.23







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.23 Ratification of Change Order #3 from Reed Mechanical Systems, Inc. for Project 20-07L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Lindo Campus Wide
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	12,279.00
Budgeted	Yes
Budget Source	COVID Funds
Recommended Action	It is recommended that the Board approve the ratification of the Change Order #3 from Reed Mechanical Systems, Inc. for Project 20-07L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Lindo Campus Wide

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

This change order is for the Bi-Polar Ionization Devices that were installed in the HVAC Units to combat and eliminate COVID 19 AirBorne Viruses and other bacteria in all areas of the Rio Lindo campus. This work was based on Resolution 2021/30 from the October 21, 2020 Board Meeting authorizing emergency improvement work related to increasing COVID 19 safety at all school by Superintendent Puglisi.

20-07L PCO#3 Reed for November Board Ratification from October Board Emergency Resolution 11 6 2020 (1).pdf (106 KB)

Emergency Resolution - Air Purification.pdf (26 KB)

### Administrative Content

### Executive Content

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# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> floor  
Oxnard, CA 93030

November 06, 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 #3 to Reed Mechanical

Dear Dr. Puglisi,  
Please accept this letter as recommendation to request approval for CO#3 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
3	Reed	Install Bi-Polar Ionization Devices in HVAC Units Campus Wide	Bi-Polar Ionization Devices are being installed in HVAC Units to combat and eliminate COVID 19 AirBorne Viruses and other bacteria in all areas of the campus	\$12,279.00

Total CO #3		\$12,279.00
Previous Approved CO's	(#1 and #2 which was cancelled)	\$ 1,474.00
Original Contract		\$ 36,618.00
Revised Contract		\$ 50,371.00

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 Muguerza Ibarra

**Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 3  
11-6-2020**

PROJECT NO: RSD 20-07L

CO NO: 3

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 (#1 and #2 which was cancelled)	\$ 1,474.00
This Change Order	\$ 12,279.00
Adjusted Contract Amount	\$ 50,371.00

**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	December 15, 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 \_\_\_\_\_

Date \_\_\_\_\_

Date 11/6/2020

PCO to Contract  
Rio Bid RSD #20-07L

Rio School District  
 Project No RSD 20-07L  
 COVID 19 HVAC Service & Filter Replacement

CO #3  
 11/6/2020

Original Contract \$ 36,618.00

PCO No.	GC No.	Description	Reason	Cost/Credit
3	Reed	Install Bi-Polar Ionization Devices in HVAC Units Campus Wide	Bi-Polar Ionization Devices are being installed in HVAC Units to combat and eliminate COVID 19 AirBorne Viruses and other bacteria in all areas of the campus	\$12,279.00

Total CO #3		\$12,279.00
Previous Approved CO's	(#1 and #2 which was cancelled)	\$ 1,474.00
Original Contract		\$ 36,618.00
Revised Contract		<u>\$ 50,371.00</u>

- COLLECTED -  
(20-07L)



# REQUEST FOR CHANGE ORDER

03

To: Rio School District  
1800 Solar Dr  
Oxnard, CA 93036  
Project: 1490 - Rio Lindo School Covid 19 (20-07L)

RFC No: 03  
Date: 10/5/2020  
Description: Bio Polar Ionization

Furnish and install Quantity (28) Plasma Pure 602 Bi-Polar Ionizers in the Serviced equipment listed in original Proposal dated 10/5/20

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

Upon approval the sum of \$12,279.00 will be added to the contract price.

Original Contract	\$36,618.00
Other Approved Change Orders	\$1,474.00
Total Contract to Date	\$38,092.00
This Request	\$12,279.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$50,371.00

Digitally signed by Tom Reed  
DN: cn=US  
o=Reed Mechanical Systems, Inc., cn=Tom Reed  
Date: 2020.10.22 12:25:54 C-03

Authorized Signature: Tom Reed Date: \_\_\_\_\_  
Reed Mechanical Systems, Inc

Authorized Signature: W. Sahh Date: 10/22/2020  
Rio School District

Handwritten note in a cloud shape:   
144  
APC  
10/22/2020

**RIO SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION 2021/30  
AUTHORIZING EMERGENCY IMPROVEMENT WORK RELATED TO  
INCREASING COVID 19 SAFETY AT ALL SCHOOLS**

**WHEREAS**, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus;

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 virus a world-wide Pandemic;

**WHEREAS**, on March 16, 2020, the Governor of California issued Executive Order N- 26-20

**WHEREAS**, the District's Board of Education, Superintendent are committed to ensuring the health and safety of its students, staff and families;

**WHEREAS**, it is imperative to take proactive measure to prepare for and implement actions to respond to, and minimize, the potential spread of COVID-19 in the Rio School District (District) schools;

**WHEREAS**, it is imperative to have the tools to ensure the health and safety of students, staff, and families on our campuses;

**WHEREAS**, certain laws, regulations, and policies interfere with the District's ability to provide the immediate action required to address these critical health and safety concerns;

**WHEREAS**, the protection of the health and safety and preservation of the lives of students, staff and families, from the effects of natural emergencies such as virulent infectious diseases like COVID-19, which may cause extreme peril to life, property, and resources is of paramount local and State importance requiring the responsible efforts of public and private agencies and individual citizens;

**WHEREAS**, under California Public Contract Code Section 20113, in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the board may, by a unanimous vote of the district's Board of Trustees declaring that an emergency exists and with the approval of the county superintendent of schools; do the following: make a contract in writing or otherwise on behalf the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bid, notwithstanding section 20114;

**WHEREAS**, Public Contract Code section 1102 defines an emergency as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services;

**WHEREAS**, science has determined that the virus which causes COVID-19 can float in the air, and linger in poorly ventilated indoor spaces, potentially spreading farther than 6 feet from its source;

**WHEREAS**, providing safe classrooms and common areas require the air to be well-ventilated, and the proper refiltration of air in order to remove potential COVID-19 droplets from the classrooms and all other school buildings is a matter that poses a clear and imminent danger to students and all staff, requiring immediate action, where failure to do so impairs the district's ability to provide well-ventilated air to all indoor facilities in every school, constituting an emergency, as defined by the public contract code;

**WHEREAS**, the District is set to re-open schools on November 30, 2020 and remedying this emergency should not permit a delay resulting from a competitive solicitation for bids to perform the required repair work, and immediate action is necessary to respond to the emergency; and

**WHEREAS**, facts exist and are rapidly emerging that installing air purification units in each classroom is required to maintain a well-ventilated area increasing the safety of its schools because of the COVID-19 epidemic; and

**WHEREAS**, generally, Public Contract Code section 22030 et seq. requires a school district that has opted to comply with the California Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.) (the "Act") to informally bid any contract for construction work exceeding \$60,000 in value and to formally bid any contract for construction work exceeding \$200,000 in value; and

**WHEREAS**, the District has elected to comply with the provisions of the Act; and

**WHEREAS**, the Act provides that in cases of emergency when repair or replacements are necessary, the District Board may proceed at once to repair or replace any public facility without adopting plans, specifications, strain sheets, or working details, or give notice for bids or to let contracts, and may proceed by day labor or by contractor, or a combination of the two. (Public Contract Code §22035). Similarly, Public Contract Code §20113, authorizes a school district when faced with an emergency and to avoid danger to life or property to proceed with the performance of labor and furnishing of materials by day labor or force account to address and repair the conditions of the emergency; and

**WHEREAS**, the Act provides further that emergency work under Public Contract Code §22035 must be done pursuant to the terms of Public Contract Code § 22050; and

**WHEREAS**, Public Contract Code § 22050 requires the following steps be taken:

1. Pursuant to a four-fifths (4/5) vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
2. Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and



3. The Board, by a four-fifths (4/5) vote, may delegate the District Superintendent and/or designee, the authority to order any action pursuant to paragraph (1); and
4. If a person with authority delegated pursuant to paragraph (3) orders any action specified in paragraph (1), that person shall report to the Board, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and
5. If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 day; and
6. If a person with delegated authority orders any action specified in paragraph (1), the Board shall initially review the emergency action not later than 7 days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action, unless a person with delegated authority has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision. If the Board meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days; and
7. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

**WHEREAS**, immediate action must be taken by the District at each School site in Rio, including, without limitation, the following Emergency Improvements:

- (1) Taking all actions required to make each indoor space in the District safe and secure to prevent and minimize any possible public health issues;
- (2) Procuring and/or performing other associated services and public works required to resume the use of classrooms compliance with County Health orders;

**WHEREAS**, because of the requirement that Emergency Improvements be done without delay, District staff must direct firms to perform the Emergency Improvements related to the emergency without following formal bidding practices.

**NOW, THEREFORE**, the Governing Board of the Rio School District hereby finds, determines, declares, orders and resolves as follows:

1. That the above recitals are true and correct; and
2. That the circumstances described in the Resolution herein that constitute an emergency condition as defined by applicable statute(s); and

3. That circumstances of the Emergency necessitate that the work related to the Emergency be let without a competitive solicitation for bids to respond to the Emergency; and
4. That based on the foregoing, it would be incongruous, futile and unavailing to attempt to bid this work; and
5. That by at least a 4/5 vote pursuant to section 20113 of the Public Contract Code authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding section 20114, authorizes the flexibility of M & O, notwithstanding section 20114, to respond to the emergency conditions at District Sites; and
6. Delegates to the RSD Superintendent or his designee, to seek approval of the Superintendent of Schools in Ventura County, pursuant to Board Policy 2210 and further to its broad authority under Education Code section 35160, the authority to act on behalf of the Board of Education and the District in manners that are consistent with law and Board policies; and
7. That District staff report on the status of this Emergency to the District's Governing Board at the Board's next regularly scheduled Board meeting and at all subsequent regularly scheduled Board meetings until the Board terminates the Emergency action.
8. That, to the extent actions in point 6 have been undertaken by the District's Superintendent or designee, the Board hereby ratifies such actions in response to the Emergency.

**APPROVED, PASSED AND ADOPTED** at a meeting of the Board of Education of the Rio School District held on the \_\_\_\_ day of October 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF VENTURA

I, \_\_\_\_\_ of the Governing Board of the Rio School District of Ventura County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular Meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of the said Board.

\_\_\_\_\_  
Board President

10.24





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.24 Ratification of Change Order #1 from Reed Mechanical Systems, Inc. for Project 20-17L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Vista and Rio Del Mar, Campus Wide
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	36,308.00
Budgeted	Yes
Budget Source	COVID Funds
Recommended Action	It is recommended that the Board approve the ratification of the Change Order #1 from Reed Mechanical Systems, Inc. for Project 20-17L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Vista and Rio Del Mar, Campus Wide

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

This change order is for the Bi-Polar Ionization Devices that were installed in the HVAC Units to combat and eliminate COVID 19 AirBorne Viruses and other bacteria in all areas of the Rio Vista and Rio Del Mar campus. This work was based on Resolution 2021/30 from the October 21, 2020 Board Meeting authorizing emergency improvement work related to increasing COVID 19 safety at all school by Superintendent Puglisi.

[Emergency Resolution - Air Purification.pdf \(26 KB\)](#)

[20-17L COR#1 Reed for November Board Ratification from October Emergency Resolution 11 6 2020 \(1\).pdf \(113 KB\)](#)

### Administrative Content

### Executive Content

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

**RIO SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION 2021/30  
AUTHORIZING EMERGENCY IMPROVEMENT WORK RELATED TO  
INCREASING COVID 19 SAFETY AT ALL SCHOOLS**

**WHEREAS**, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus;

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 virus a world-wide Pandemic;

**WHEREAS**, on March 16, 2020, the Governor of California issued Executive Order N- 26-20

**WHEREAS**, the District's Board of Education, Superintendent are committed to ensuring the health and safety of its students, staff and families;

**WHEREAS**, it is imperative to take proactive measure to prepare for and implement actions to respond to, and minimize, the potential spread of COVID-19 in the Rio School District (District) schools;

**WHEREAS**, it is imperative to have the tools to ensure the health and safety of students, staff, and families on our campuses;

**WHEREAS**, certain laws, regulations, and policies interfere with the District's ability to provide the immediate action required to address these critical health and safety concerns;

**WHEREAS**, the protection of the health and safety and preservation of the lives of students, staff and families, from the effects of natural emergencies such as virulent infectious diseases like COVID-19, which may cause extreme peril to life, property, and resources is of paramount local and State importance requiring the responsible efforts of public and private agencies and individual citizens;

**WHEREAS**, under California Public Contract Code Section 20113, in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the board may, by a unanimous vote of the district's Board of Trustees declaring that an emergency exists and with the approval of the county superintendent of schools; do the following: make a contract in writing or otherwise on behalf the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bid, notwithstanding section 20114;

**WHEREAS**, Public Contract Code section 1102 defines an emergency as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services;

**WHEREAS**, science has determined that the virus which causes COVID-19 can float in the air, and linger in poorly ventilated indoor spaces, potentially spreading farther than 6 feet from its source;

**WHEREAS**, providing safe classrooms and common areas require the air to be well-ventilated, and the proper refiltration of air in order to remove potential COVID-19 droplets from the classrooms and all other school buildings is a matter that poses a clear and imminent danger to students and all staff, requiring immediate action, where failure to do so impairs the district's ability to provide well-ventilated air to all indoor facilities in every school, constituting an emergency, as defined by the public contract code;

**WHEREAS**, the District is set to re-open schools on November 30, 2020 and remedying this emergency should not permit a delay resulting from a competitive solicitation for bids to perform the required repair work, and immediate action is necessary to respond to the emergency; and

**WHEREAS**, facts exist and are rapidly emerging that installing air purification units in each classroom is required to maintain a well-ventilated area increasing the safety of its schools because of the COVID-19 epidemic; and

**WHEREAS**, generally, Public Contract Code section 22030 et seq. requires a school district that has opted to comply with the California Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.) (the "Act") to informally bid any contract for construction work exceeding \$60,000 in value and to formally bid any contract for construction work exceeding \$200,000 in value; and

**WHEREAS**, the District has elected to comply with the provisions of the Act; and

**WHEREAS**, the Act provides that in cases of emergency when repair or replacements are necessary, the District Board may proceed at once to repair or replace any public facility without adopting plans, specifications, strain sheets, or working details, or give notice for bids or to let contracts, and may proceed by day labor or by contractor, or a combination of the two. (Public Contract Code §22035). Similarly, Public Contract Code §20113, authorizes a school district when faced with an emergency and to avoid danger to life or property to proceed with the performance of labor and furnishing of materials by day labor or force account to address and repair the conditions of the emergency; and

**WHEREAS**, the Act provides further that emergency work under Public Contract Code §22035 must be done pursuant to the terms of Public Contract Code § 22050; and

**WHEREAS**, Public Contract Code § 22050 requires the following steps be taken:

1. Pursuant to a four-fifths (4/5) vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
2. Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and



3. The Board, by a four-fifths (4/5) vote, may delegate the District Superintendent and/or designee, the authority to order any action pursuant to paragraph (1); and
4. If a person with authority delegated pursuant to paragraph (3) orders any action specified in paragraph (1), that person shall report to the Board, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and
5. If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 day; and
6. If a person with delegated authority orders any action specified in paragraph (1), the Board shall initially review the emergency action not later than 7 days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action, unless a person with delegated authority has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision. If the Board meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days; and
7. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

**WHEREAS**, immediate action must be taken by the District at each School site in Rio, including, without limitation, the following Emergency Improvements:

- (1) Taking all actions required to make each indoor space in the District safe and secure to prevent and minimize any possible public health issues;
- (2) Procuring and/or performing other associated services and public works required to resume the use of classrooms compliance with County Health orders;

**WHEREAS**, because of the requirement that Emergency Improvements be done without delay, District staff must direct firms to perform the Emergency Improvements related to the emergency without following formal bidding practices.

**NOW, THEREFORE**, the Governing Board of the Rio School District hereby finds, determines, declares, orders and resolves as follows:

1. That the above recitals are true and correct; and
2. That the circumstances described in the Resolution herein that constitute an emergency condition as defined by applicable statute(s); and

3. That circumstances of the Emergency necessitate that the work related to the Emergency be let without a competitive solicitation for bids to respond to the Emergency; and
4. That based on the foregoing, it would be incongruous, futile and unavailing to attempt to bid this work; and
5. That by at least a 4/5 vote pursuant to section 20113 of the Public Contract Code authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding section 20114, authorizes the flexibility of M & O, notwithstanding section 20114, to respond to the emergency conditions at District Sites; and
6. Delegates to the RSD Superintendent or his designee, to seek approval of the Superintendent of Schools in Ventura County, pursuant to Board Policy 2210 and further to its broad authority under Education Code section 35160, the authority to act on behalf of the Board of Education and the District in manners that are consistent with law and Board policies; and
7. That District staff report on the status of this Emergency to the District's Governing Board at the Board's next regularly scheduled Board meeting and at all subsequent regularly scheduled Board meetings until the Board terminates the Emergency action.
8. That, to the extent actions in point 6 have been undertaken by the District's Superintendent or designee, the Board hereby ratifies such actions in response to the Emergency.

**APPROVED, PASSED AND ADOPTED** at a meeting of the Board of Education of the Rio School District held on the \_\_\_\_ day of October 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF VENTURA

I, \_\_\_\_\_ of the Governing Board of the Rio School District of Ventura County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular Meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of the said Board.

\_\_\_\_\_  
Board President

# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> floor  
Oxnard, CA 93030

November 6, 2020

Attn: Dr. Puglisi

**Subject:** Rio Del Mar Elementary School, Rio Vista Middle School  
Rio School District  
Oxnard, CA

**Re:** Project 20-17L COVID 19 HVAC Service & Filter Upgrades @ Rio Vista & Rio Del Mar  
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 Bi-Polar Ionization Devices in HVAC Units at Rio Vista & Rio Del Mar	Bi-Polar Ionization Devices are being installed per CDC advisement/recommendation for the Removal of COVID 19 Viruses from the supply & return air that travels thru the HVAC Systems that supply conditioned air for interior spaces	\$36,308.00

Total CO #1	\$36,308.00
Previous Approved CO's	\$ -
Original Contract	\$ 47,600.00
Revised Contract	\$ 83,908.00

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 Muguerza Ibarra

**Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 1  
11-6-2020**

PROJECT NO: RSD 20-17L

CO NO: 1

PROJECT NAME: COVID 19 HVAC SERVICE & FILTER UPGRADES @ Rio Vista & Rio Del Mar

CONTRACTOR: Reed Mechanical Systems, Inc.

SCOPE OF WORK: SEE ATTACHED

**COST:**

Original Contract Amount	\$ 47,600.00
Previous Approved Change Orders	\$ 0
This Change Order	\$ 36,308.00
Adjusted Contract Amount	\$ 83,908.00

**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	December 15, 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  \_\_\_\_\_

Date \_\_\_\_\_

Date 11/6/2020 \_\_\_\_\_

PCO to Contract  
Rio Bid RSD #20-17L

Rio School District  
 Project No RSD 20-17L

CO #1  
 11/6/2020

COVID 19 HVAC Service & Filter Replacement  
 Rio Vista & Rio Del Mar

Original Contract \$ 47,600.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Reed	Install Bi-Polar Ionization Devices in HVAC Units at Rio Vista & Rio Del Mar	Bi-Polar Ionization Devices are being installed per CDC advisement/recommendation for the Removal of COVID 19 Viruses from the supply & return air that travels thru the HVAC Systems that supply conditioned air for interior spaces	\$36,308.00

Total CO #1	\$36,308.00
Previous Approved CO's	\$ -
Original Contract	\$ 47,600.00
Revised Contract	\$ 83,908.00

~~CORRECTED~~  
(20-17L)



# REQUEST FOR CHANGE ORDER

**01**

To: Rio School District  
1800 Solar Dr  
Oxnard, CA 93036  
Project: 1505 - Rio Vista & Rio Del Mar 20-17L

RFC No: 01  
Date: 10/6/2020  
Description: BI Polar Ionization

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

Upon approval the sum of \$36,308.00 will be added to the contract price.

Original Contract	\$47,600.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$47,600.00
This Request	\$36,308.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$83,908.00

Authorized Signature: Tom Reed Digitally signed by Tom Reed  
DN: cn=Tom Reed, email=Tom@reedmechanicals.com, o=Reed Mechanical Systems, Inc., cn=Tom Reed, Date: 2020.10.22 12:22:07-0700 Date: \_\_\_\_\_  
Reed Mechanical Systems, Inc

Authorized Signature: W. Sahh Date: 1/22/20  
Rio School District

*Handwritten note in a cloud shape:*  
KSA  
OKC  
10/22/2020

10.25







### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.25 Ratification of Change Order #1 from Reed Mechanical Systems, Inc. for Project 20-11L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Real, Rio Del Valle, Rio Rosales, and Rio Del Norte Campus Wide
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	79,063.00
Budgeted	Yes
Budget Source	COVID Funds
Recommended Action	It is recommended that the Board approve the ratification of the Change Order #1 from Reed Mechanical Systems, Inc. for Project 20-11L, installation of Bi-Polar Ionization Devices in HVAC Units at Rio Real, Rio Rosales, Rio Del Valle, and Rio Del Norte Campus Wide.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for the Bi-Polar Ionization Devices that were installed in the HVAC Units to combat and eliminate COVID 19 AirBorne Viruses and other bacteria in all areas of the Rio Real, Rio Rosales, Rio Del Valle, and Rio Rio Del Norte campuses. This work was based on Resolution 2021/30 from the October 21, 2020 Board Meeting authorizing emergency improvement work related to increasing COVID 19 safety at all school by Superintendent Puglisi.

[Emergency Resolution - Air Purification.pdf \(26 KB\)](#)

[20-11L COR#1 Reed for November Board Ratification from October Emergency Resolution 11 6 2020 \(1\).pdf \(123 KB\)](#)

### Administrative Content

### Executive Content

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

**RIO SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION 2021/30  
AUTHORIZING EMERGENCY IMPROVEMENT WORK RELATED TO  
INCREASING COVID 19 SAFETY AT ALL SCHOOLS**

**WHEREAS**, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus;

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 virus a world-wide Pandemic;

**WHEREAS**, on March 16, 2020, the Governor of California issued Executive Order N- 26-20

**WHEREAS**, the District's Board of Education, Superintendent are committed to ensuring the health and safety of its students, staff and families;

**WHEREAS**, it is imperative to take proactive measure to prepare for and implement actions to respond to, and minimize, the potential spread of COVID-19 in the Rio School District (District) schools;

**WHEREAS**, it is imperative to have the tools to ensure the health and safety of students, staff, and families on our campuses;

**WHEREAS**, certain laws, regulations, and policies interfere with the District's ability to provide the immediate action required to address these critical health and safety concerns;

**WHEREAS**, the protection of the health and safety and preservation of the lives of students, staff and families, from the effects of natural emergencies such as virulent infectious diseases like COVID-19, which may cause extreme peril to life, property, and resources is of paramount local and State importance requiring the responsible efforts of public and private agencies and individual citizens;

**WHEREAS**, under California Public Contract Code Section 20113, in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the board may, by a unanimous vote of the district's Board of Trustees declaring that an emergency exists and with the approval of the county superintendent of schools; do the following: make a contract in writing or otherwise on behalf the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bid, notwithstanding section 20114;

**WHEREAS**, Public Contract Code section 1102 defines an emergency as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services;

**WHEREAS**, science has determined that the virus which causes COVID-19 can float in the air, and linger in poorly ventilated indoor spaces, potentially spreading farther than 6 feet from its source;

**WHEREAS**, providing safe classrooms and common areas require the air to be well-ventilated, and the proper refiltration of air in order to remove potential COVID-19 droplets from the classrooms and all other school buildings is a matter that poses a clear and imminent danger to students and all staff, requiring immediate action, where failure to do so impairs the district's ability to provide well-ventilated air to all indoor facilities in every school, constituting an emergency, as defined by the public contract code;

**WHEREAS**, the District is set to re-open schools on November 30, 2020 and remedying this emergency should not permit a delay resulting from a competitive solicitation for bids to perform the required repair work, and immediate action is necessary to respond to the emergency; and

**WHEREAS**, facts exist and are rapidly emerging that installing air purification units in each classroom is required to maintain a well-ventilated area increasing the safety of its schools because of the COVID-19 epidemic; and

**WHEREAS**, generally, Public Contract Code section 22030 et seq. requires a school district that has opted to comply with the California Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.) (the "Act") to informally bid any contract for construction work exceeding \$60,000 in value and to formally bid any contract for construction work exceeding \$200,000 in value; and

**WHEREAS**, the District has elected to comply with the provisions of the Act; and

**WHEREAS**, the Act provides that in cases of emergency when repair or replacements are necessary, the District Board may proceed at once to repair or replace any public facility without adopting plans, specifications, strain sheets, or working details, or give notice for bids or to let contracts, and may proceed by day labor or by contractor, or a combination of the two. (Public Contract Code §22035). Similarly, Public Contract Code §20113, authorizes a school district when faced with an emergency and to avoid danger to life or property to proceed with the performance of labor and furnishing of materials by day labor or force account to address and repair the conditions of the emergency; and

**WHEREAS**, the Act provides further that emergency work under Public Contract Code §22035 must be done pursuant to the terms of Public Contract Code § 22050; and

**WHEREAS**, Public Contract Code § 22050 requires the following steps be taken:

1. Pursuant to a four-fifths (4/5) vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
2. Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

3. The Board, by a four-fifths (4/5) vote, may delegate the District Superintendent and/or designee, the authority to order any action pursuant to paragraph (1); and
4. If a person with authority delegated pursuant to paragraph (3) orders any action specified in paragraph (1), that person shall report to the Board, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and
5. If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 day; and
6. If a person with delegated authority orders any action specified in paragraph (1), the Board shall initially review the emergency action not later than 7 days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action, unless a person with delegated authority has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision. If the Board meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days; and
7. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

**WHEREAS**, immediate action must be taken by the District at each School site in Rio, including, without limitation, the following Emergency Improvements:

- (1) Taking all actions required to make each indoor space in the District safe and secure to prevent and minimize any possible public health issues;
- (2) Procuring and/or performing other associated services and public works required to resume the use of classrooms compliance with County Health orders;

**WHEREAS**, because of the requirement that Emergency Improvements be done without delay, District staff must direct firms to perform the Emergency Improvements related to the emergency without following formal bidding practices.

**NOW, THEREFORE**, the Governing Board of the Rio School District hereby finds, determines, declares, orders and resolves as follows:

1. That the above recitals are true and correct; and
2. That the circumstances described in the Resolution herein that constitute an emergency condition as defined by applicable statute(s); and

3. That circumstances of the Emergency necessitate that the work related to the Emergency be let without a competitive solicitation for bids to respond to the Emergency; and
4. That based on the foregoing, it would be incongruous, futile and unavailing to attempt to bid this work; and
5. That by at least a 4/5 vote pursuant to section 20113 of the Public Contract Code authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding section 20114, authorizes the flexibility of M & O, notwithstanding section 20114, to respond to the emergency conditions at District Sites; and
6. Delegates to the RSD Superintendent or his designee, to seek approval of the Superintendent of Schools in Ventura County, pursuant to Board Policy 2210 and further to its broad authority under Education Code section 35160, the authority to act on behalf of the Board of Education and the District in manners that are consistent with law and Board policies; and
7. That District staff report on the status of this Emergency to the District's Governing Board at the Board's next regularly scheduled Board meeting and at all subsequent regularly scheduled Board meetings until the Board terminates the Emergency action.
8. That, to the extent actions in point 6 have been undertaken by the District's Superintendent or designee, the Board hereby ratifies such actions in response to the Emergency.

**APPROVED, PASSED AND ADOPTED** at a meeting of the Board of Education of the Rio School District held on the \_\_\_\_ day of October 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF VENTURA

I, \_\_\_\_\_ of the Governing Board of the Rio School District of Ventura County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular Meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of the said Board.

\_\_\_\_\_  
Board President

# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> floor  
Oxnard, CA 93030

November 6, 2020

Attn; Dr. Puglisi

Subject: Rio Rosales Elementary School, Rio Del Valle Middle School, Rio Rosales Elementary School, Rio Del Norte Elementary School  
Rio School District  
Oxnard, CA

Re: Project 20-11L COVID 19 HVAC Service & Filter Upgrades @ RR, RDV, RROS & RDN  
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 Bi-Polar Ionization Devices in HVAC Units at Rio Real, Rio Del Valle, Rio Del Norte & Rio Rosales	Bi-Polar Ionization Devices are being installed per CDC advisement/recommendation for the Removal of COVID 19 Viruses from the supply & return air that travels thru the HVAC Systems that supply conditioned air for interior spaces	\$79,063.00

Total CO #1	\$79,063.00
Previous Approved CO's	\$ -
Original Contract	\$ 131,000.00
Revised Contract	<u>\$ 210,063.00</u>

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

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty

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

**Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 1  
11-6-2020**

PROJECT NO: RSD 20-11L

CO NO: 1

PROJECT NAME: COVID 19 HVAC SERVICE & FILTER UPGRADES @ Rio Real, Rio Del Norte, Rio Rosales & Rio Del Valle

CONTRACTOR: Reed Mechanical Systems, Inc.

SCOPE OF WORK: SEE ATTACHED

**COST:**

Original Contract Amount	\$ 131,000.00
Previous Approved Change Orders	\$ 0
This Change Order	\$ 79,063.00
Adjusted Contract Amount	\$ 210,063.00

**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	December 15, 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 \_\_\_\_\_

Date \_\_\_\_\_

Date 11/6/2020

PCO to Contract  
Rio Bid RSD #20-11L



Rio School District  
Project No RSD 20-11L

CO #1  
11/6/2020

COVID 19 HVAC Service & Filter Replacement  
Rio Real, Rio Del Valle, Rio Del Norte, Rio  
Rosales

Original Contract \$ 131,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Reed	Install Bi-Polar Ionization Devices in HVAC Units at Rio Real, Rio Del Valle, Rio Del Norte & Rio Rosales	Bi-Polar Ionization Devices are being installed per CDC advisement/recommendation for the Removal of COVID 19 Viruses from the supply & return air that travels thru the HVAC Systems that supply conditioned air for interior spaces	\$79,063.00

Total CO #1	\$79,063.00
Previous Approved CO's	\$ -
Original Contract	\$ 131,000.00
Revised Contract	\$ 210,063.00

- Collected -  
(20-11L)



# REQUEST FOR CHANGE ORDER

01

To: Rio School District  
1800 Solar Dr  
Oxnard, CA 93036  
Project: 1496 - Rio Schools COVID 19 Upgrade (20-11L)

RFC No: 01  
Date: 10/6/2020  
Description: Bi Polar Ionization

Furnish and install Quantity (158) Plasma Pure 602 Bi-Polar Ionizers in the serviced equipment listed in Project 20-11L

Rio Real Qty (43) \$22,452  
Rio De Valle Qty (42) \$23,575  
Rio Rosales Qty (34) \$15,184  
Rio Del Norte Qty (39) \$17,852

Total \$79,063.00

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

Upon approval the sum of \$79,063.00 will be added to the contract price.

Original Contract	\$131,000.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$131,000.00
This Request	\$79,063.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$210,063.00

Handwritten note in a cloud shape: *9/21 BBC 10/22/2020*

Authorized Signature: Tom Reed

Reed Mechanical Systems, Inc

Date: \_\_\_\_\_

Authorized Signature: *Wend Sahh*

Rio School District

Date: \_\_\_\_\_

10/22/20

Digitally signed by Tom Reed  
DN: c=US,  
E=tom@reedmechanicals.com,  
O=Reed Mechanical Systems,  
Inc., CN=Tom Reed  
Date: 2020.10.22 13:29:33-0700

10.26





### Agenda Item Details

Meeting	Nov 18, 2020 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.26 Ratification of Change Order #2 from Reed Mechanical Systems, Inc. for Project 20-17L, installation of new Outside Air Damper Actuator Motors on 31 HVAC Units at Rio Del Mar and 35 at Rio Vista.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	31,496.00
Budgeted	Yes
Budget Source	COVID Funds
Recommended Action	It is recommended that the Board approve the ratification of the Change Order #2 from Reed Mechanical Systems, Inc. for Project 20-17L, installation of new Outside Air Damper Actuator Motors on 31 HVAC Units at Rio Del Mar and 35 at Rio Vista.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for the installation of new Outside Air Damper Actuator Motors on 31 HVAC Units at Rio Del Mar and 35 at Rio Vista. This work was based on Resolution 2021/30 from the October 21, 2020 Board Meeting authorizing emergency improvement work related to increasing COVID 19 safety at all school by Superintendent Puglisi.

[Emergency Resolution - Air Purification.pdf \(26 KB\)](#)

[20-17L COR#2 REED for November Board Meeting Approval 11.6.2020 \(1\).pdf \(114 KB\)](#)

### Administrative Content

### Executive Content

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

**RIO SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION 2021/30  
AUTHORIZING EMERGENCY IMPROVEMENT WORK RELATED TO  
INCREASING COVID 19 SAFETY AT ALL SCHOOLS**

**WHEREAS**, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus;

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 virus a world-wide Pandemic;

**WHEREAS**, on March 16, 2020, the Governor of California issued Executive Order N- 26-20

**WHEREAS**, the District's Board of Education, Superintendent are committed to ensuring the health and safety of its students, staff and families;

**WHEREAS**, it is imperative to take proactive measure to prepare for and implement actions to respond to, and minimize, the potential spread of COVID-19 in the Rio School District (District) schools;

**WHEREAS**, it is imperative to have the tools to ensure the health and safety of students, staff, and families on our campuses;

**WHEREAS**, certain laws, regulations, and policies interfere with the District's ability to provide the immediate action required to address these critical health and safety concerns;

**WHEREAS**, the protection of the health and safety and preservation of the lives of students, staff and families, from the effects of natural emergencies such as virulent infectious diseases like COVID-19, which may cause extreme peril to life, property, and resources is of paramount local and State importance requiring the responsible efforts of public and private agencies and individual citizens;

**WHEREAS**, under California Public Contract Code Section 20113, in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the board may, by a unanimous vote of the district's Board of Trustees declaring that an emergency exists and with the approval of the county superintendent of schools; do the following: make a contract in writing or otherwise on behalf the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bid, notwithstanding section 20114;

**WHEREAS**, Public Contract Code section 1102 defines an emergency as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services;

**WHEREAS**, science has determined that the virus which causes COVID-19 can float in the air, and linger in poorly ventilated indoor spaces, potentially spreading farther than 6 feet from its source;

**WHEREAS**, providing safe classrooms and common areas require the air to be well-ventilated, and the proper refiltration of air in order to remove potential COVID-19 droplets from the classrooms and all other school buildings is a matter that poses a clear and imminent danger to students and all staff, requiring immediate action, where failure to do so impairs the district's ability to provide well-ventilated air to all indoor facilities in every school, constituting an emergency, as defined by the public contract code;

**WHEREAS**, the District is set to re-open schools on November 30, 2020 and remedying this emergency should not permit a delay resulting from a competitive solicitation for bids to perform the required repair work, and immediate action is necessary to respond to the emergency; and

**WHEREAS**, facts exist and are rapidly emerging that installing air purification units in each classroom is required to maintain a well-ventilated area increasing the safety of its schools because of the COVID-19 epidemic; and

**WHEREAS**, generally, Public Contract Code section 22030 et seq. requires a school district that has opted to comply with the California Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.) (the "Act") to informally bid any contract for construction work exceeding \$60,000 in value and to formally bid any contract for construction work exceeding \$200,000 in value; and

**WHEREAS**, the District has elected to comply with the provisions of the Act; and

**WHEREAS**, the Act provides that in cases of emergency when repair or replacements are necessary, the District Board may proceed at once to repair or replace any public facility without adopting plans, specifications, strain sheets, or working details, or give notice for bids or to let contracts, and may proceed by day labor or by contractor, or a combination of the two. (Public Contract Code §22035). Similarly, Public Contract Code §20113, authorizes a school district when faced with an emergency and to avoid danger to life or property to proceed with the performance of labor and furnishing of materials by day labor or force account to address and repair the conditions of the emergency; and

**WHEREAS**, the Act provides further that emergency work under Public Contract Code §22035 must be done pursuant to the terms of Public Contract Code § 22050; and

**WHEREAS**, Public Contract Code § 22050 requires the following steps be taken:

1. Pursuant to a four-fifths (4/5) vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
2. Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and



3. The Board, by a four-fifths (4/5) vote, may delegate the District Superintendent and/or designee, the authority to order any action pursuant to paragraph (1); and
4. If a person with authority delegated pursuant to paragraph (3) orders any action specified in paragraph (1), that person shall report to the Board, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and
5. If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 day; and
6. If a person with delegated authority orders any action specified in paragraph (1), the Board shall initially review the emergency action not later than 7 days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action, unless a person with delegated authority has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision. If the Board meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days; and
7. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

**WHEREAS**, immediate action must be taken by the District at each School site in Rio, including, without limitation, the following Emergency Improvements:

- (1) Taking all actions required to make each indoor space in the District safe and secure to prevent and minimize any possible public health issues;
- (2) Procuring and/or performing other associated services and public works required to resume the use of classrooms compliance with County Health orders;

**WHEREAS**, because of the requirement that Emergency Improvements be done without delay, District staff must direct firms to perform the Emergency Improvements related to the emergency without following formal bidding practices.

**NOW, THEREFORE**, the Governing Board of the Rio School District hereby finds, determines, declares, orders and resolves as follows:

1. That the above recitals are true and correct; and
2. That the circumstances described in the Resolution herein that constitute an emergency condition as defined by applicable statute(s); and

3. That circumstances of the Emergency necessitate that the work related to the Emergency be let without a competitive solicitation for bids to respond to the Emergency; and
4. That based on the foregoing, it would be incongruous, futile and unavailing to attempt to bid this work; and
5. That by at least a 4/5 vote pursuant to section 20113 of the Public Contract Code authorizes the execution of contracts without advertising or inviting bids; and, notwithstanding section 20114, authorizes the flexibility of M & O, notwithstanding section 20114, to respond to the emergency conditions at District Sites; and
6. Delegates to the RSD Superintendent or his designee, to seek approval of the Superintendent of Schools in Ventura County, pursuant to Board Policy 2210 and further to its broad authority under Education Code section 35160, the authority to act on behalf of the Board of Education and the District in manners that are consistent with law and Board policies; and
7. That District staff report on the status of this Emergency to the District's Governing Board at the Board's next regularly scheduled Board meeting and at all subsequent regularly scheduled Board meetings until the Board terminates the Emergency action.
8. That, to the extent actions in point 6 have been undertaken by the District's Superintendent or designee, the Board hereby ratifies such actions in response to the Emergency.

**APPROVED, PASSED AND ADOPTED** at a meeting of the Board of Education of the Rio School District held on the \_\_\_\_ day of October 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF VENTURA

I, \_\_\_\_\_ of the Governing Board of the Rio School District of Ventura County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular Meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of the said Board.

\_\_\_\_\_  
Board President

# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> floor  
Oxnard, CA 93030

November 6, 2020

Attn: Dr. Puglisi

Subject: Rio Del Mar Elementary School, Rio Vista Middle School  
Rio School District  
Oxnard, CA

Re: Project 20-17L COVID 19 HVAC Service & Filter Upgrades @ Rio Vista & Rio Del Mar  
Reed Mechanical Systems, Inc.  
Recommendation to Approve CO #2 to Reed Mechanical

Dear Dr. Puglisi,  
Please accept this letter as recommendation to request approval for CO#2 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
2	Reed	Install new Outside Air Damper Actuator Motors on 31 HVAC Units at Rio Del Mar and 35 at Rio Vista	It was discovered during the COVID 19 HVAC Service and Filter Upgrade work at Rio Vista & Rio Del Mar that the Outside Air Damper Actuator Motors on all HVAC Units were not functioning properly. It was determined that the outside air damper motors would need to be replaced for proper operation.	\$31,496.00

Total CO #2	\$31,496.00
Previous Approved CO's	\$ 36,308.00
Original Contract	\$ 47,600.00
Revised Contract	\$ 115,404.00

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 Muguerza Ibarra

**Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 2  
11-6-2020**

PROJECT NO: RSD 20-17L

CO NO: 2

PROJECT NAME: COVID 19 HVAC SERVICE & FILTER UPGRADES @ Rio Vista & Rio Del Mar

CONTRACTOR: Reed Mechanical Systems, Inc.

SCOPE OF WORK: SEE ATTACHED

**COST:**

Original Contract Amount	\$ 47,600.00
Previous Approved Change Orders	\$ 36,308.00
This Change Order	\$ 31,496.00
Adjusted Contract Amount	\$ 115,40400

**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	December 15, 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 \_\_\_\_\_

Date \_\_\_\_\_

Date 11/6/2020

PCO to Contract  
Rio Bid RSD #20-17L

Rio School District  
Project No RSD 20-17L

CO #2  
11/6/2020

COVID 19 HVAC Service & Filter Replacement  
Rio Vista & Rio Del Mar

Original Contract \$ 47,600.00

PCO No.	GC No.	Description	Reason	Cost/Credit
2	Reed	Install new Outside Air Damper Actuator Motors on 31 HVAC Units at Rio Del Mar and 35 at Rio Vista	It was discovered during the COVID 19 HVAC Service and Filter Upgrade work at Rio Vista & Rio Del Mar that the Outside Air Damper Actuator Motors on all HVAC Units were not functioning properly. It was determined that the outside air damper motors would need to be replaced for proper operation.	\$31,496.00

Total CO #2	\$31,496.00
Previous Approved CO's	\$ 36,308.00
Original Contract	\$ 47,600.00
Revised Contract	<u>\$ 115,404.00</u>



# REQUEST FOR CHANGE ORDER

02

To: Rio School District  
1800 Solar Dr  
Oxnard, CA 93036  
Project: 1505 - Rio Vista & Rio Del Mar 20-17L

RFC No: 02  
Date: 11/6/2020  
Description: **Replace Econo Actuators**

Replace Honeywell actuators on 66 rooftop package unit economizers to ensure function of demand ventilation and minimum outside air. Test with function of Pelican Pearl Controller. Reset minimum outside air quantities

Rio Del Mar - Qty 31 x \$468 = \$14,508  
Rio Vista - Qty 35 x 468 = \$16,380  
Bond Fee - \$608.00

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

Upon approval the sum of **\$31,496.00** will be added to the contract price.

Original Contract	\$47,600.00
Other Approved Change Orders	\$36,308.00
Total Contract to Date	\$83,908.00
This Request	\$31,496.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$115,404.00

Authorized Signature: **Tom Reed** Digitally signed by Tom Reed  
DN: cn=Tom Reed,  
o=Reed Mechanical Systems,  
inc., c=US \_\_\_\_\_ Date: \_\_\_\_\_  
Reed Mechanical Systems, Inc

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rio School District