



**SCHOOL**  

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**DISTRICT**

**EDUCATING LEARNERS FOR THE 21ST CENTURY**

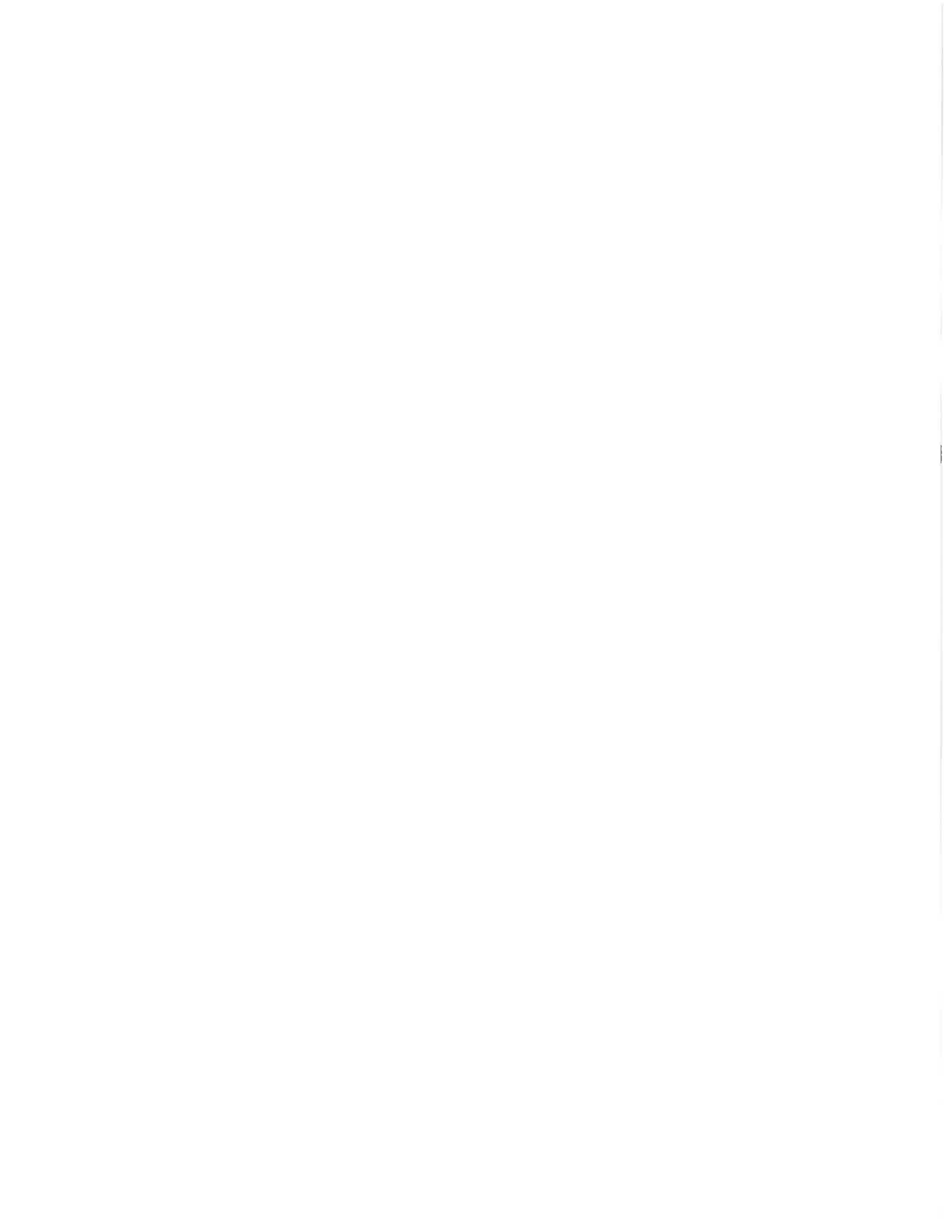
**SPECIAL BOARD MEETING**

**March 31, 2021**

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

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

**Board of Education  
Cassandra Bautista, President  
Eleanor Torres, Clerk  
Edith Martinez-Cortes  
Linda Armas  
Kristine Anderson**



2.0





**Wednesday, March 31, 2021**  
**Rio School District Special Board Meeting**

**Rio School District**  
**Conference Room**  
**1800 Solar Drive**  
**Oxnard, CA 93030**  
**Closed Session 4:30 p.m.**  
**Open Session 6:00 p.m.**

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**1. Preliminary Business**

- 1.1 Call to Order-4:30 pm
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

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**2. Approval of the Agenda**

- 2.1 Agenda corrections, additions, and 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 Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent-Mid Year Evaluation

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**5. Open Session 6:00 pm**

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

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**6. Information/Action**

- 6.1 Authorization to File Application Beyond Bond Authority List
- 6.2 Authorizing the Board of Education of the Rio School District to Establish the Rio Virtual Academy
- 6.3 RSD and CSEA COVID MOU - Return to In Person Instruction
- 6.4 Proposed Revisions to Board Policy 4111/4211/4311 (Recruitment and Selection)

6.5 Approval of Award Package for BC Rincon for RSD Project #21-13L to Install Entry Aprons/Approaches at Rio Lindo's New Staff Parking Lot

6.6 Master Planning Workshop

**7. Adjournment**

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7.1 Adjournment

4.1







**Agenda Item Details**

Meeting Mar 31, 2021 - Rio School District Special 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, Information

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



4.2





**Agenda Item Details**

Meeting	Mar 31, 2021 - Rio School District Special Board Meeting
Category	4. Closed Session
Subject	4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent-Mid Year Evaluation
Access	Public
Type	Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



6.1







### Agenda Item Details

Meeting	Mar 31, 2021 - Rio School District Special Board Meeting
Category	6. Information/Action
Subject	6.1 Authorization to File Application Beyond Bond Authority List
Access	Public
Type	Action
Recommended Action	Approve Resolution authorizing the District to file an application for matching construction funds for Building C at Rio Del Sol and be placed on the "Applications Received Beyond Bond Authority List"

### Public Content

Speaker: John Puglisi, Ph.D.

#### Rationale:

When state matching construction bond funds are depleted, the Office of Public School Construction (OPSC) requires Districts to pass resolutions acknowledging the conditions described in the attached resolution. All new construction applications received on or after September 12, 2018 are subject to the regulations and processing procedures as outlined in the resolution.

The District intends to continue to submit applications to the state for matching funds even though the state cannot guarantee availability of state matching funds. Approval of this item would allow the District's application to be placed on the "Applications Received Beyond Bond Authority List: as established by the state. This allows the project to get in line for funding when a future statewide bond is passed by the voters. Currently, the legislature is considering a K-14 bond for consideration during the 2022 elections.

### Administrative Content

### Executive Content



6.2





### Agenda Item Details

Meeting	Mar 31, 2021 - Rio School District Special Board Meeting
Category	6. Information/Action
Subject	6.2 Authorizing the Board of Education of the Rio School District to Establish the Rio Virtual Academy
Access	Public
Type	Action, Discussion
Recommended Action	The Superintendent recommends approval of the attached resolution for the establishment of the Virtual Academy, a PK-8 online school; approve submission of the CDE Code application to the California Department of Education; and authorize the Superintendent / designee to sign the necessary documents.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

### Public Content

Speaker:

Rationale:

Due to the popularity of the virtual learning option in 2020-21, Rio would like to continue a PK-8 virtual school in 2021-22 and beyond. It would be called the Rio Virtual Academy (RVA). In order to do so, the District must first obtain approval from the California Department of Education in the form of a CDS code.

Our goal is to seek board approval to begin negotiating with our union partners as soon as possible to reach an agreement and begin the open enrollment process for students to begin in the 2021-22 school year. We would then survey our current students who are virtual in 2020-21 to see who is interested in continuing their journey in the 2021-22 as well as accept new enrollments.

The California Department of Education requires Board approval for the establishment of a new school and application for a new CDS code for the agency. Staff is seeking board approval for the establishment of the Virtual Academy, a PK-8 online school to be located next year on the Rio Del Mar campus.

There will be start-up costs to establish the school, purchase required technology and hire staff. The school will be funded with ADA.

[Res202152Virtual Academy.pdf \(14 KB\)](#)

**Administrative Content**

**Executive Content**

**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 2021/52**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
RIO SCHOOL DISTRICT OF VENTURA COUNTY, CALIFORNIA**

**Establishment of the Virtual Academy**

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**WHEREAS**, Section 58500 of the Education Code provides for the establishment of an alternative school which would maximize opportunities for students to develop positive value, desire to learn, self-motivation, and parent-teacher student cooperation; and

**WHEREAS**, the District has determined that there is a need to provide a comprehensive virtual K-8 instructional program for students that are not currently being served in the regular education program, and would operate as an online school under the direction of the Alternative Programs administration; and

**WHEREAS**, commencing with the 2021-22 school year, the Rio School District TK-8 Virtual Academy will provide families with additional school option providing a virtual teaching and learning instructional model for grades TK-8 online; and

**WHEREAS**, the Virtual academy will include flexible scheduling and assist in retaining students and enrollment growth (Intra/Inter District Transfers); and

**WHEREAS**, the Virtual Academy is intended to be an educational commitment for students who thrive in a virtual learning setting(s), be a long-term learning alternative to traditional schools and not be a temporary alternative to the current global pandemic; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that:

1. The foregoing recitals are true and correct.
2. The Board of Education of the Rio School District authorizes the establishment of the virtual Academy as an online school and submittal of all the required documentation to the California Department of Education to obtain a CDE code.

**PASSED AND ADOPTED** by the Rio School District Board of Trustees at a special board meeting held meeting on the 31st of March, 2021, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_,  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board



6.3





### Agenda Item Details

Meeting	Mar 31, 2021 - Rio School District Special Board Meeting
Category	6. Information/Action
Subject	6.3 RSD and CSEA COVID MOU - Return to In Person Instruction
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended the board take action and approve the RSD and CSEA MOU for Return to In Person Instruction as agreed upon between the RSD and CSEA negotiating parties.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

Speaker: Carolyn Bernal

Rationale: The RSD and CSEA negotiating teams met several times during the months of October, November and December.

The parties have come to an agreement on two MOUs:

- Memorandum of understanding regarding return impacts and effects on the CSEA bargaining unit.
- Memorandum of Understanding between California School Employees Association and its Rio Chapter #329 (CSEA) and Rio School District (District) regarding job description modifications due to COVID-19 pandemic

Both MOUs are attached here within for review and approval. Both MOUs are pending CSEA ratification. The ratification vote will take place Thursday, March 18th, 2021.

[RSD and CSEA COVID MOU - Return Impacts and Effects.pdf \(3,611 KB\)](#)

[RSD and CSEA - COVID MOU - JD Modifications due to COVID-19 Pand.pdf \(1,002 KB\)](#)

**Administrative Content**

**Executive Content**

For the District:

Carol M Bernal

\_\_\_\_\_

Date: 12-11-2020

For CSEA:

Henry Carson

\_\_\_\_\_

Date: 12/11/20

## **MEMORANDUM OF UNDERSTANDING REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT**

This memorandum is agreed between Rio School District (District) and the California School Employees Association and its Rio Chapter #329 (together "CSEA") concerning the impacts and effects of resumed District operations under COVID-19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The District and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year the District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction. To facilitate the District's implementing either distance learning, in-person instruction, or an appropriate hybrid model, this MOU addresses the commitments that would only during the 2020/2021 school year.

To these ends, the District and CSEA agree as follows:

### **A. Safety:**

The District acknowledges its obligation to develop and keep up-to-date a written, worksite-specific COVID-19 prevention plan at every facility (per CDPH guidance) and an infectious disease preparedness and response plan (per OSHA), to perform a comprehensive risk assessment (per CDPH guidance), and to regularly review updated guidance from state agencies, including CDPH and the California Department of Education.

Per CDPH guidance, the District will designate a COVID-19 coordinator for each worksite and inform CSEA of that person's name and contact information.

The District will provide CSEA with its worksite-specific COVID-19 prevention plans, its infectious disease preparedness and response plan, and its comprehensive risk

assessment, and will immediately provide CSEA with any changes to those documents.

The District will share with CSEA any information it receives or develops regarding safety issues related to COVID-19.

## **B. Physical Distancing**

The District agrees to develop, implement, communicate physical distancing standards in school facilities and vehicles, which may include the following components:

- Maintaining appropriate changes to physical layout to maintain physical distancing.
- Limiting the number of employees and students in campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of space between employees, or current recommended distance.
- The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.
- As recommended by the current guidelines, create smaller student and staff cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and staff as much as possible.
- Limiting physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
- Physical barriers, such as sneeze guards, plexiglass, and partitions will be installed at sites as appropriate and other areas where maintaining physical distance is difficult or there is a higher likelihood of personal interactions.

## **C. Personal Protective Equipment**

The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

- For staff engaged in symptom screening: Face masks, face shields, gowns, and disposable gloves
- For front office and food service staff: Face masks and disposable gloves
- For custodial staff: Face masks, gloves appropriate for all cleaning and disinfecting. Appropriate PPE for COVID-19 disinfection (Such as disposable gowns, gloves, eye protection, and face masks or respirators) as required by product instructions.

Any required personal protective equipment, including but not limited to face masks, face shield, disposable gloves will be provided by the District. This protective equipment will comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

- The District will notify CSEA if, due to supply issues, it cannot provide adequate PPE, and the parties will promptly negotiate the effects of such shortage, including alternative measures available.

#### **D. Face Coverings**

Every person on site, including students and visitors, will be required to wear a face covering in accordance with State health guidelines and orders. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread.

Face coverings shall be worn in all walkways, bathrooms, and all common areas or in any indoor or outdoor space where 2 or more people are present and physical distancing is challenging.

#### **E. Hygiene/Hand Washing/Sanitation**

The District shall provide information or training for its employees regarding public health measures, hygiene, and sanitation to help prevent the spread of the virus.

- All training will be done during the employees' work hours or employees will be compensated at their regular rate of pay.

Handwashing locations and hand sanitizer shall be easily accessible at all sites and workstations and employees will have adequate break time to wash hands.

- In the event that any District site loses prolonged (two hours or more) access to water or plumbing, employees will be released to complete duties from home, if feasible as determined by the district, without any loss of pay or benefits.

Adequate site appropriate cleaning supplies will be maintained to continuously disinfect the school sites and District vehicles in accordance with CDPH guidance.



The District agrees to develop and maintain a maximum capacity seating plan for students of each vehicle while meeting six-foot physical distancing objectives.

This plan shall also:

- Ensure that drivers have access to sufficient face coverings to provide to students who board the bus without a face covering.
- Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion.
- Ensure that drivers have access to sufficient hand sanitizer.

The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 pandemic and agrees to make updates accessible to employees and parents.

The District may establish a working group to focus on safety issues related to COVID-19, including issues that arise as District operations evolve and best practices. If such a working group is established, it shall include classified employees appointed by CSEA.

#### **F. Reporting Unsafe Conditions:**

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition related to COVID 19 in the working environment to the immediate supervisor. The supervisor shall, within three (3) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

- If an employee perceives their work assignment presents an immediate or imminent danger to their health or safety, they shall report it to their immediate supervisor. The supervisor will work with Human Resources to determine whether modifications/accommodations to the current work assignment are appropriate. Employees may be directed to complete work under modified conditions pending completion of the review.

#### **G. Screening, Contact Tracing, and Notification**

The District agrees to direct all staff and students to engage in "Passive Screening" prior to attending their shift or attending on site instruction (check temperature to ensure temperatures below 99.5 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. Any classified employee who stays home due to symptoms related to COVID-19 must notify the District and their immediate supervisor.

The District agrees to screen employees and visitors to school sites as follows:

- Daily wellness checks at the beginning of each workday, may include temperature reading with a no-touch thermometer and a questionnaire about symptoms. Staff who conduct these checks shall be given appropriate PPE and barriers shall be used to reduce potential exposure during the checks.

If students come to school sites for in-person instruction, the District will screen students as follows:

- Parents will be required to complete the passive screening questionnaire at home each day prior to their student arriving at school.
- Daily visual symptom and wellness checks at the beginning of each school day, including temperature reading with a no-touch thermometer.

Bargaining unit members shall be trained in screening technique prior to screening. Staff will be educated about COVID-19 symptoms and will be instructed on the procedures to address positive identification of symptoms if they occur during the screening process or during the day.

- All training will be done during the employees' work hours or employees will be compensated at their regular rate of pay.

Records of staff screenings shall be kept in a safe, confidential location, and shall not be disclosed without employee permission except to county public health employees in the course of investigating a case or outbreak of the virus, or in accordance with law.

The District shall have documented plans for testing and contact tracing when any on-site person(s) have tested positive for COVID-19.

The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. The District shall identify individuals who have been in close contact with an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts.

The District shall notify CSEA of potential bargaining unit member exposure to COVID-19.

The District shall provide testing at no expense to bargaining unit employees where potential exposure has occurred. The District will provide up to two (2) hours of paid leave for classified employees to be tested for COVID-19.

CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

The District will develop a plan for when a staff member, student, or visitor is exposed to COVID-19, per CDPH school guidelines. The District will provide that plan and any updates to CSEA and will train staff about the procedures to be followed.

- All training will be done during the employees' work hours or employees will be compensated at their regular rate of pay.

When the District provides in-person instruction, the District shall provide routine testing of all staff, so that each employee working on-site is tested at least once every two months. If the District is unable to offer such testing, or if the results of such testing are not available within 48 hours or less of test administration, the District will inform CSEA and employees, and shall make its best efforts to obtain timely testing capacity. Testing required by the District shall be provided at no cost to employees or the District may refer the employee to a no cost testing center. The District will provide up to two (2) hours of paid leave for classified employees to be tested for COVID-19.

#### **H. Leave and Accommodations:**

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides qualified employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows:

- 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
  - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
  - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
  - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
  - The employee is caring for an individual subject to an order or advised to self-isolate;
  - The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
  - The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all qualified District employees in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days. (Those first 10 days would be covered by the 80 hours of paid leave outlined above.)

Once leave is exhausted under HR 6201 and if the employee is unable to return to work, the employee may request to take other contractually entitled leaves. The district will review the request and determine which leaves the employee is qualified and entitled to take if any.

The District may permit intermittent use of HR6201 leave as appropriate.

If an employee is potentially exposed to COVID-19 at work and directed by the District to self-quarantine or is sent home from work due to a screening result or symptoms, the employee if medically able shall work from home with no loss in pay, benefits and no

deduction of leaves. If there are no duties that can be performed remotely, the District shall work with the employee, on an individualized basis, to develop a plan to cover their absence utilizing their contractually available leaves.

Employees who have exhausted all paid leave and must be absent due to coronavirus, including to care for family or household members or to meet a childcare emergency, shall be permitted to request unpaid leave.

Workers' Compensation: The District shall follow all provisions of SB1159.

Accommodation of High-Risk Individuals: The parties recognize that some bargaining-unit employees are at higher risk of severe illness from novel coronavirus due to existing medical conditions or age. On an individualized basis, and utilizing the interactive process, the District agrees explore reasonable accommodations such as, but not limited to, telework, negotiated change in classification or duties, and voluntary/temporary site reassignment if mutually agreed upon by all parties. If reasonable accommodations would cause an undue hardship for the District, the District shall work with the employee as appropriate to develop a plan to cover their absence utilizing their contractually available leaves.

Accommodation for Dependent Care: If bargaining-unit employees do not have access to their normal childcare due to the coronavirus epidemic and related program and school closures, then the District shall work with employees on an individualized, to determine if any of the following options are available:

- Telework, negotiated change in classification or duties, and shifting resources of staff across sites;
- Allow employees to utilize any leave provisions they may be entitled to under the contract and State and Federal laws;
- The District shall work with the employee on an individualized basis, to develop a plan to cover their absence utilizing their contractually available leaves.

I. Remote Work:

The District understands that unit members may have extenuating circumstances that may require a modification of their work setting. The District shall consider these requests on a case-by-case basis. During this time, unit members shall work from their primary work location or may request to work remotely during their assigned hours. The District will take reasonable steps to facilitate the approved remote work. The District retains the right to direct bargaining unit members to perform their

regular assignments at their assigned site. The District will provide a minimum of 48 hours' notice before requiring employees to return to sites, unless mutually agreed upon by immediate supervisor and employee.

**J. Essential Worker Compensation**

The District shall provide a one-time payment of five hundred dollars (\$500) to all bargaining unit members for continued essential services provided to maintain the continuity of District operations during the COVID pandemic.

This payment shall be paid to any CSEA unit member who was actively employed as of March 1, 2020 and continues to be actively employed with the district upon ratification and board approval of this agreement.

**K. Compliance with Further Governmental Orders:**

In addition to the specific provisions above, the District shall follow the applicable CDPH Industry Guidance(s) as follows:

- For all sites and all classifications, the CDPH guidance for Schools and School-Based Programs.
- For all classifications that provide child care, the CDPH Guidance for Child Care Programs and Providers.
- For all classifications that work in office workspaces, the CDPH Guidance for Office Workspaces.
- For all classifications whose work includes the preparation and/or serving of food, the CDPH Guidance for Restaurants Providing Takeout, Drive-Through, and Delivery and for Restaurants, Bars, and Wineries, as applicable (depending on whether meals are served on school premises).

The District shall follow the applicable California Department of Education (CDE) guidebook for the safe reopening of schools.

The parties recognize that governmental standards and guidance about workplace safety and health with respect to the COVID-19 pandemic continues to evolve. The District agrees to adhere to any COVID-19-specific safety standards, orders, regulation, or guidance that may be issued after the guidelines referenced above and that apply to any of the types of work or working environments found in the District's operations as such guidelines may be issued by the Centers for Disease Control and

Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), or the county Health Department, and will also adhere to any mandatory safety and health orders or regulations as they may be issued by any competent governmental body with appropriate jurisdiction.

In case of conflict between different governmental guidelines, the District will adhere to the guidelines that are the most protective of the health and safety of students and staff while at District facilities. The District will notify CSEA if it believes that any such changes in standards, orders, regulation, or guidance requires changes in working conditions beyond those specified in this MOU, and upon the request of either party, the parties will meet as soon as possible to negotiate the decision or effects, whichever is applicable under EERA, of those changes.

**L. Grievance Procedure:**

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of the CBA, if they exist, except modified as follows, and the following shall apply if the CBA does not provide for arbitration of grievances:

The definition of a grievant: Only CSEA can be the grievant, not an employee.

The definition of a grievance: A "grievance" is defined as any difference or disagreement arising with respect to the interpretation of this MOU or the performance of any obligation hereunder and need not allege that CSEA is adversely affected by the difference or disagreement.

CSEA will first attempt to resolve the grievance through an informal grievance resolution meeting between CSEA and the immediate supervisor. The immediate supervisor shall have five (5) working days to provide a resolution.

If the grievance is not resolved at the informal grievance resolution meeting, CSEA may move to immediately file a formal written grievance to the Assistant Superintendent, School and Systems Improvement within five (5) working days. A written decision by the District shall be rendered within five (5) working days.

If the grievance is not resolved at the formal grievance resolution meeting, CSEA may move to immediately file a formal written grievance to the Superintendent within

five (5) working days. A written decision by the District shall be rendered within five (5) working days.

If the written grievance is not satisfactorily resolved, CSEA may immediately submit a request for arbitration to the Superintendent within five (5) working days).

CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this agreement is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District. The parties will split the arbitrator's fees and expenses.

Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District or in consideration of the arbitrator's ability.

For urgent issues involving safety, either party may request the Arbitrator to issue a decision within one week of the arbitration hearing or on such other expedited timeline as the Arbitrator can accommodate. The Arbitrator shall have authority to control the presentation of evidence and make any other procedural rulings to expedite the hearing and the decision.

The Arbitrator's decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be final and binding upon CSEA and the District.

**M. Duration of Agreement:**

This MOU is a temporary agreement to address the extraordinary circumstances created by the COVID-19 pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the COVID-19 outbreak, whichever comes first.



CSEA  
C.B.  
10/28/2020

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS RIO CHAPTER #329 (CSEA)  
AND  
RIO SCHOOL DISTRICT (DISTRICT)  
REGARDING JOB DESCRIPTION MODIFICATIONS DUE TO COVID-19 PANDEMIC**

This memorandum is agreed between Rio School District (District) and the California School Employees Association and its Rio Chapter #329 (CSEA) concerning the need to temporarily modify job description duties to protect jobs and maintain District operations related to changing conditions of the COVID-19 pandemic.

The District and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year, the District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction.

**1. Modifications to Duties and Shifts:**

The District shall maintain specific plans on how to follow CDPH and other health guidelines with current staffing levels or added positions.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

- The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the permanent transfer of duties or job description modifications as required by law. This also shall not be considered precedent setting for either party.
- The parties agree that current duties of bargaining unit positions shall not be transferred out of the bargaining unit to management employees, confidential employees, or certificated employees.

The parties agree to the temporary modification and/or addition of duties for the following classifications as follows:

**Instructional Aids**

- Assist w/calling students/parents regarding attendance
- Support student monitoring (outside classrooms)
- Assist with health screenings (if applicable)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training

- Parent technology support
- Provide translation during parent/teacher conferences

#### Campus Supervision Assistants

- Support student monitoring (outside classrooms)
- Assist w/collection of forms (ex. Alternative Income forms)
- Assist w/calling students/parents regarding attendance
- Assist with health screenings (if applicable)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Office support ex. Filing, organizing, distributing materials and devices
- Food service support and distribution

#### Office staff

- Support device distributions/exchanges
- Support student monitoring (outside classrooms)
- Assist w/collection of forms (ex Alternative Income forms)
- Assist w/calling students/parents re: attendance
- Assist with health screenings (if applicable)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Parent technology support
- Support food distribution

#### Custodians

- Cleaning and organizing of devices prior to distribution
- Support on the organization and assembly of "at home learning kits"
- Food service support and distribution

#### After School Program Coordinators

- Run enrichment classes virtually
- Contact parents of ASES students regularly
- Check in with students virtually
- Attend weekly and bi-weekly meetings (BGC staff, coordinator team, principal, etc.)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Synthesize and report data
- Food Share distribution program
- Food service support and distribution

#### Part Time - Bus Drivers

- Food and warehouse delivery
- Technology - device and hotspot delivery
- Supplies and materials delivery to families who need it

- Support custodial at school sites
- Food service support and distribution
- Cleaning and organizing of devices prior to distribution
- Support on the organization and assembly of "at home learning kits"
- Support grounds and custodial

#### Library Clerks

- Food service support and distribution
- Establish regular short library hours to support families/students wanting to pick up or drop off library books - by appointment
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Support device distributions/exchanges
- Support student monitoring (outside classrooms)
- Assist w/collection of forms (for example: Alternative Income forms)
- Assist w/calling students/parents re: attendance

For food service support and distributions, Priority will be given to the classifications below in the following order:

1. Campus Supervision Assistants
2. Part Time Bus Drivers
3. After School Program Coordinators
4. Library Clerks
5. Custodians
6. Office Staff
7. Instructional Aides

If additional need to adjust duties or modifications to job descriptions arises from an unforeseen need, the parties agree to negotiate those changes.

Employees' primary prescribed job duties shall be prioritized over any additional or modified duties assigned. The district agrees that it will take all necessary steps to minimize increased workload on employees and will consider the unprecedented circumstances before taking any disciplinary action related to the change in assignments. Without fear of reprisal, should an employee believe that the assignment of additional work or modified work by their supervisor is unreasonably demanding, or sets unrealistic expectations, the unit member may meet with their supervisor for the purpose of discussing and addressing the concerns.

Appropriate training for adjustments and modifications will be provided during the employees' regular work hours. Employees will be compensated at their regular rate of pay.

Employees' shifts may be reasonably modified due to changing state and local health regulations and District needs. Employees will be provided a written schedule. Changes in shifts shall be discussed with the unit member by their immediate

supervisor and/or the Assistant Superintendent, School and Systems Improvement. In the event where there is an involuntary shift change of hours, the unit member will be notified three (3) days in advance of the shift change occurring, unless otherwise agreed to by the employee. If the shift is modified three (3) or more hours, the unit member will be notified seven (7) working days prior to the change taking effect, unless otherwise agreed to by the employee.

**2. Duration of Agreement:**

This MOU is a temporary agreement to address the circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes.

The parties agree to continue to negotiate other matters and changing circumstances created by the novel coronavirus (COVID-19) Pandemic, including but not limited to, safety provisions, screening, tracking, and tracing, leaves and accommodations.

This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.

For the District

Carolina Bernal  
10-28-2020

For CSEA

Henri Lopez  
10-28-2020

6.4





**Agenda Item Details**

Meeting	Mar 31, 2021 - Rio School District Special Board Meeting
Category	6. Information/Action
Subject	6.4 Proposed Revisions to Board Policy 4111/4211/4311 (Recruitment and Selection)
Access	Public
Type	Action, Discussion
Recommended Action	Staff recommends approval

**Public Content**

Speaker: John Puglisi, Ph.D.

**Rationale:**

The governing board requested to review Board Policy 4311 regarding Recruitment and Selection. Presented are the changes/additions proposed.

RevBB4311.pdf (67 KB)

**Administrative Content**

**Executive Content**





# Rio SD Board Policy

## Recruitment And Selection Personnel

BP 4311

The Board of Trustees is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficiency of district operations. No personnel shall be employed by the District without the prior knowledge and/or approval of the Board.

(cf. 0100 - Goals for the School District)  
(cf. 4000 - Concepts and Roles)  
(cf. 4100 - Certificated Personnel)  
(cf. 4200 - Classified Personnel)  
(cf. 4300 - Administrative and Supervisory Personnel)

The Superintendent or designee shall develop fair, open, and transparent recruitment and selection processes and procedures which ensure that individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 4030 - Nondiscrimination in Employment)  
(cf. 4031 - Complaints Concerning Discrimination in Employment)  
(cf. 4032 - Reasonable Accommodation)  
(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she also shall disseminate job announcements to ensure a wide range of candidates. This process shall occur prior to the filling of any vacancy by promotion from within the District or the employment of a candidate from outside the District.

With Board approval, the Superintendent or designee may provide incentives to recruit teachers, administrators, or other employees to work in low-performing schools or in hard-to-fill positions.

(cf. 4113 - Assignment)

The district's selection procedures to fill vacancies shall include screening processes, interviews, observations, and recommendations from previous employers as necessary to identify the best possible candidate for a position. The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.

(cf. 2230 - Representative and Deliberative Groups)

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.

For each non-management position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board in a non-management position without the recommendation or endorsement of the Superintendent or designee.

For each management position, defined as a school site principal or higher level management, the Superintendent or designee shall present to the Board two candidates who meet all qualifications established by law and the Board for the position. The Board will take into consideration the recommendation or endorsement of the Superintendent or designee, and the Board will make the final decision on who shall be employed.

(cf. 4112 - Appointment and Conditions of Employment)  
(cf. 4112.2 - Certification)  
(cf. 4112.22 - Staff Teaching English Language Learners)  
(cf. 4112.23 - Special Education Staff)  
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)  
(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)  
(cf. 4212 - Appointment and Conditions of Employment)  
(cf. 4312.1 - Contracts)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination  
41530-41533 Professional Development Block Grant  
44066 Limitations on certification requirement  
44259 Teaching credential; exception; designated subjects; minimum requirements  
44735 Teaching as a Priority block grant  
44740-44741 Personnel management assistance teams  
44750 Teacher recruitment resource center  
44830-44831 Employment of certificated persons  
44858 Age or marital status in certificated positions  
44859 Prohibition against certain rules and regulations re: residency  
45103-45139 Employment (classified employees)  
49406 Examination for tuberculosis

GOVERNMENT CODE

815.2 Liability of public entities and public employees  
12900-12996 Fair Employment and Housing Act, including:  
12940-12956 Discrimination prohibited; unlawful practices

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens  
1324b Unfair immigration related practices

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964  
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Education Job Opportunities Information Network: <http://www.edjoin.org>

Teach USA: <http://www.calteach.org>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Policy RIO ELEMENTARY SCHOOL DISTRICT

adopted: April 15, 2015 Oxnard, California



6.5





### Agenda Item Details

Meeting	Mar 31, 2021 - Rio School District Special Board Meeting
Category	6. Information/Action
Subject	6.5 Approval of Award Package for BC Rincon for RSD Project #21-13L to Install Entry Aprons/Approaches at Rio Lindo's New Staff Parking Lot
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	69,400.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Award Package for BC Rincon for RSD Project #21-13L to Install Entry Aprons/Approaches at Rio Lindo for the New Staff Parking Lot

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

The Rio School District received bids from Rio CUPCCAA Vendors for RSD Project #21-13L Install Entry Aprons/Approaches at New Staff Parking Lot, Rio Lindo Elementary School, 2131 Snow Ave, Oxnard, Ca. (CUPCCAA Project)

The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by April 05, 2021

CONTRACTOR	BASE BID	Add Alternate (Not accepted)	Total Bid
BC Rincon	\$69,400.00	n/a	\$69,400.00
Hughes General Engineering	\$139,715.00	n/a	\$139,715.00
Finish Line Paving	\$147,635.00	n/a	\$147,635.00

21-13L BC Rincon Recommendation to award 3 29 2021.docx (89 KB)

21-13L 00405 - Labor and Material Payment Bond - Rio CUPCCAA 200K\$ Bid Master 2020 - final.doc (45 KB)

21-13L BC Rincon RIO Services Agreement (1).docx (110 KB)

21-62B - Signed and Complted Bid Form.pdf (6,389 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  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93036  
Attn: Dr. John Puglisi, Superintendent

March 29, 2021

**Subject:** Request for Board Approval to Award Project

**Re:** RSD Project #21-13L Install Entry Aprons/Approaches at New Staff Parking Lot, Rio Lindo Elementary School, 2131 Snow Ave, Oxnard, Ca. (CUPCCAA Project)  
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids from Rio CUPCCAA Vendors for RSD Project #21-13L Install Entry Aprons/Approaches at New Staff Parking Lot, Rio Lindo Elementary School, 2131 Snow Ave, Oxnard, Ca. (CUPCCAA Project)

The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by April 05, 2021

<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>Add Alternate (Not accepted)</b>	<b>Total Bid</b>
<i>BC Rincon</i>	\$69,400.00	n/a	\$69,400.00
<i>Hughes General Engineering</i>	\$139,715.00	n/a	\$139,715.00
<i>Finish Line Paving</i>	\$147,635.00	n/a	\$147,635.00

It is our recommendation that an Award of Contract to BC Rincon be Approved by the Board of Education at its March 31, 2021 board meeting, so we may proceed with issuing a Notice of Award to BC Rincon.

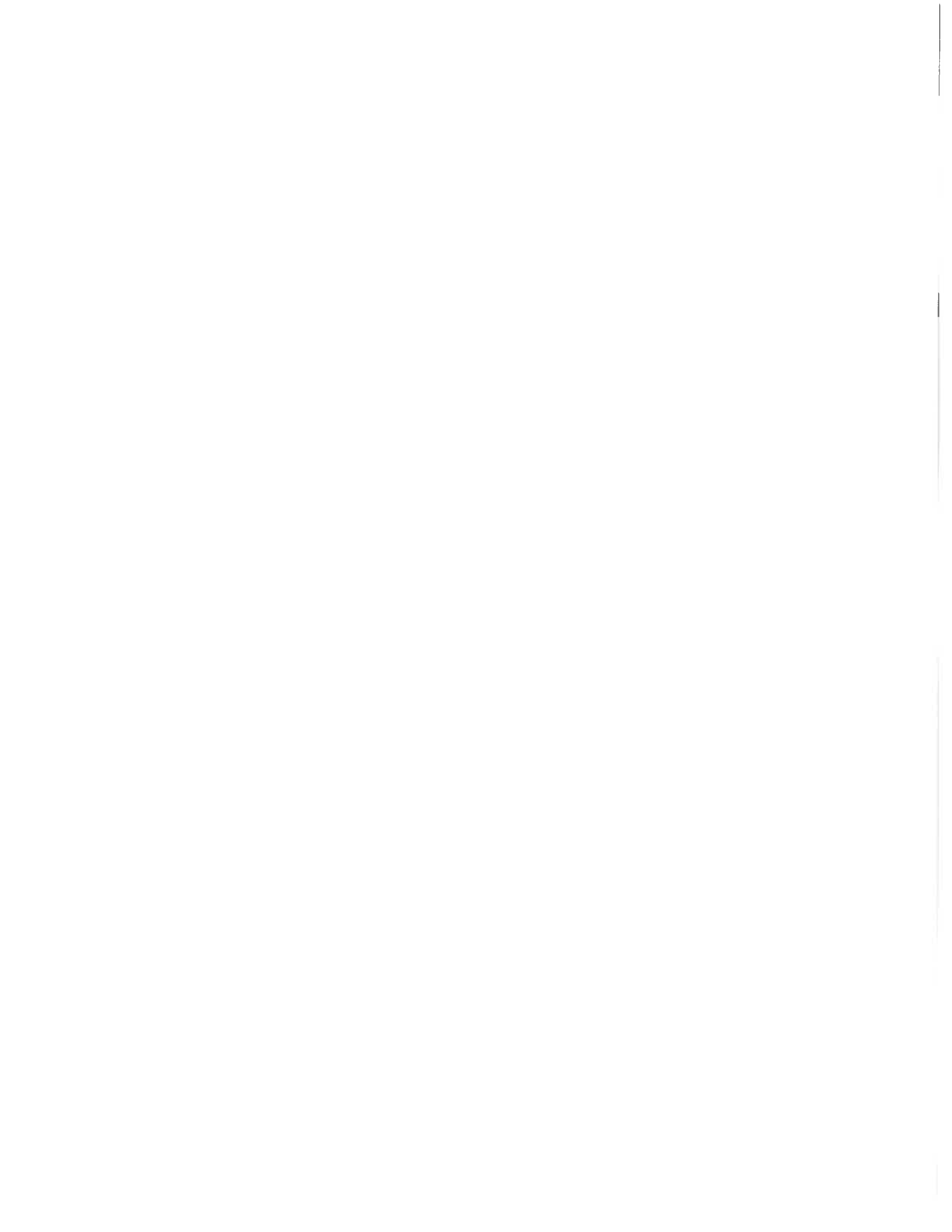
Should you have any questions or require any additional information, please contact me at any time.

Respectfully,

KH 3/29/2021

Keith Henderson  
Senior Project Manager, Balfour Beatty Construction

cc. Wael Saleh Rio S.D.  
Dennis Kuykendall BBC  
Jesus Muguerza Ibarra BBC



SECTION 00405

LABOR AND MATERIAL PAYMENT BOND  
(CALIFORNIA PUBLIC WORK)  
(CUPCCAA PROJECTS UP TO \$200K)

WHEREAS, the Rio School District (the "Obligee") has awarded to \_\_\_\_\_ (the "Principal") a CUPCCAA contract for the Work commonly described as the:

**Install Entry Aprons/Approaches at New Staff Parking Lot RL, RSD Project #21-13L**

(the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated \_\_\_\_\_, 2020, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550, *et seq.*, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **RIO SCHOOL DISTRICT**, as Obligee, for payment of the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor,

then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

This obligation shall be, and remain, in full force and effect for a period of one (1) year.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by their duly authorized agents or representatives.

(Corporate Seal)

\_\_\_\_\_  
(Principal Name)

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

(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
(Surety Name)

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

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-in-Fact)

\_\_\_\_\_  
(Address)

(\_\_\_\_\_) \_\_\_\_\_

(Area Code and Telephone Number of Surety)

**IMPORTANT: THIS FORM IS REQUIRED.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ACKNOWLEDGMENT**

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.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a 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 in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.





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

### CONSTRUCTION SERVICES AGREEMENT (CUPCAA Project)

**RE: Project #21-13L Install Entry Aprons/Approaches at New Staff Parking Lot RL**

\_\_\_\_\_  
District Purchase Order Number

\_\_\_\_\_  
Bid Dated 3/26/2021 from BC Rincon  
Contractor Proposal/Quotation Number

This Agreement (the "Agreement") is made and entered into this 31st day of March, 2021 by and between Rio School District (hereinafter referred to as "District") and **BC RINCON CONSTRUCTION**, (hereinafter referred to as "Provider.")

#### PROVIDER.

BC Rincon Construction  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

bcrincon@bcrincon.com  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

#### Type of Business

- Individual
- Partnership
- Other

- Sole Proprietorship
- Corporation

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

Rio School District

CONSTRUCTION SERVICES AGREEMENT (CUPCCAA Project \$200K or Less)

- 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 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 April 05, 2021 and terminate on April 23, 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

Rio School District  
CONSTRUCTION SERVICES AGREEMENT (CUPCCAA Project \$200K or Less)

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.

**RETENTION WITHHOLDING STATEMENT (5%) PER PCC 7201**

**7. BONDING REQUIREMENTS**

**a. Labor and Payment Bond**

- Not Required (Contracts less than \$25,000)
- 50% of Contract Amount (Contracts greater than \$25,000 per PCC 20111)
- 100% of Contract Amount (RIOSD requirement)

**b. Performance Bond**

- Not Required (RIOSD requirement)
- 50% of Contract Amount (RIOSD requirement)
- 100% of Contract Amount (RIOSD requirement)

**8. ASSIGNMENT AND SUBCONTRACTORS.**

Provider shall submit with its bid a list of the names, license numbers, **DIR registration numbers**, and locations of the places of business of each subcontractor that will perform work or labor or render service to the provider in or about the Project, or that, under subcontract to the provider, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the provider's bid. A provider may not list more than one subcontractor for any one portion of the work. A provider that fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the provider to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the provider must submit a separate list of subcontractors for each such alternate. A provider shall submit the lists of subcontractors only on the form included in the bid documents.

**LIST OF SUBCONTRACTORS Exhibit C (PCC 4104)**

**9. NON-COLLUSION AFFIDAVIT (EXHIBIT D) (PCC 7106)**

**10. DIR REQUIREMENTS (SB 854)**

**No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of industrial Relations pursuant to Labor Code section 1725.5**

Rio School District  
 CONSTRUCTION SERVICES AGREEMENT (CUPCCAA Project \$200K or Less)

11. **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.

12. **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  
Wael Saleh  
 Attention  
1800 Solar, 3<sup>rd</sup> Floor  
 Street  
Oxnard, CA 93030  
 City, State, Zip Code

BC Rincon Construction  
 Provider  
Glenn Carmichael  
 Attention  
67 East La Loma Ave  
 Street  
Somis, Ca. 93066  
 City, State, Zip Code

13. **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.

14. **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.

15. **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.

16. **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.

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17. **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 Agreement 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.
18. **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:

X **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.

X **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
<input checked="" type="checkbox"/> Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
<input type="checkbox"/> 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.



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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 insured's.

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.

19. **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.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that the Provider will not constitute a health hazard to students.

- Provider and all of its subcontractors 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, officers, agents, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.
- Provider and its subcontractors are not required to comply with Education Code section 49406, Examination for tuberculosis requirements.

20. **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.
21. **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.”

22. **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.

23. **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 attorney's fees and costs incurred in connection with such actions or proceeding

24. **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.

25. **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.

26. **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

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- assigns.
27. **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.
28. **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.
29. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
30. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
31. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

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

Rio School District  
District

BC Rincon Construction  
Provider

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

\_\_\_\_\_  
Signature

Wael Saleh  
Name

Glenn Carmichael  
Name

Rio School District  
CONSTRUCTION SERVICES AGREEMENT (CUPCAA Project \$200K or Less)

Assistant Superintendent, Bus & Admin  
Title

President  
Title

## **EXHIBIT A - STATEMENT OF WORK**

### **DESCRIPTION OF WORK: Install New Entry Aprons/Approaches at New Staff Parking Lot RL**

#### **Scope of Work:**

Contractor shall Supply all Labor, Materials & Equipment required or necessary to complete the Following Portions of Work:

1. Contractor shall provide all Labor, Materials and Equipment Required or necessary to demo and remove the existing sidewalk and pavement at the 2 parking lot entrances and 1 sidewalk location along Rio Lindo Street at the New Staff Parking Lot for the Installation of 2 new Entry Apron/Approaches with drainage and 1 new slot drain under walkway near center portion of parking lot at the street.
2. Contractor shall demolish and remove the portions of sidewalk-curb and asphalt drive entries as required for the installation of 2 new drive entry approaches and 1 new slot drain at sidewalk to Bio Swale for over-flow. Contractor shall review and follow the overall site plan sheet and Offsite Improvement Plans Cover Sheet 1 of 5. In addition, the contractor shall construct the new entry apron approaches and slot drain per plan sheets 2 of 5, plan sheet 3 of 5, plan sheet 4 of 5 and plan sheet 5 of 5.
3. Contractor shall install the new catch basins and drain piping including rock type rip rap per the plans and route into the Bio Swale per the attached drawings at each drive approach/entry point.
4. Contractor shall paint new stop signs at each entry/exit driveway along with stop signs on posts per plans and City of Oxnard Green Book Standards.
5. Contractor shall remove and relocate street sign currently at the location for the east entry/exit to the new staff parking lot.
6. Contractor shall pull all permits required and pay all fees to complete the work with the City of Oxnard and pay all fees required by the City of Oxnard to obtain the encroachment permit to complete the work.
7. Contractor shall coordinate and schedule all inspections with the City of Oxnard thru the entire duration of the project thru completion.
8. Contractor shall provide barricades and barriers as required for all work on a public right of way at streets and sidewalks to avoid exposure of injuries to the public.
9. Contractor shall remove all construction debris daily and not leave any items onsite that may be damaged or stolen.
10. Contractor shall refer to the "Preliminary" Parking Lot Improvement Plans starting with plan sheet G-1, C-1, C-2, CD-1, CD-2, EC-1 and LS-1 for information on slot drain construction and Bio-Swale construction.
11. This information and details are being provided for assisting in the construction per the City of Oxnard Standards.

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12. Contractor shall work in a continuous manner thru to completion once demolition gets underway.

13. Contractor shall follow project plans for the installation of all work integrating the City of Oxnard Standards for Driveway entrances, approaches, sidewalks, gutters, drainage etc.

**WORK SCHEDULE ON SITE AT RDV: Monday thru Saturday 7am to 7pm Until Completed on April 23, 2021**

**EXHIBIT B - SCHEDULE OF FEES**

**FEES:**

Compensation for Services	\$ <u>69,400.00</u>
Actual and Necessary Travel Expenses	\$ <u>0</u>
Other Expenses	\$ <u>0</u>
Total Amount not to exceed	\$ <u>69,400.00</u>
Deposit	\$ <u>0</u>
Balance Due after Completion of Services	\$ <u>69,400.00</u>

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

**PAYMENT SCHEDULE:**

**Payment in Full Due upon Completion Minus 5% Retainage withheld until Notice of Completion is filed. (Contractor Note: District will allow progress billings for work completed thru duration of project)**

**ADDITIONAL COSTS OF EXPENSES: None at this time**

## EXHIBIT C

### DESIGNATION OF SUBCONTRACTORS

1. In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2 [commencing at Section 4100], Division 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below:
  - a. The name and the location of the place of business of each services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and
  - b. The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.
2. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed to be fully qualified to perform that portion of work, and that it shall be performed by the contractor.
3. No prime contractor whose bid is accepted shall:
  - a. Substitute any subcontractor without written approval by the District,
  - b. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid,
  - c. Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as was originally bid and did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which subcontractor was designated in the original bid shall only be permitted to cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate.





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**Exhibit C**

**CERTIFICATION OF CONTRACTOR AND  
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I \_\_\_\_\_, \_\_\_\_\_ certify that  
(Name) (Title)

\_\_\_\_\_ is currently registered as a contractor with the Department of Industrial  
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number \_\_\_\_\_

Expiration date June 30, 20\_\_

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit D**  
**NON-COLLUSION AFFIDAVIT**

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

I, \_\_\_\_\_, being first duly sworn, deposes and  
(Typed or Printed Name)  
says that I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Bidder Name)

the party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(City, State and Zip)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)



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

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

**Add/Alternate Bid No. 1**

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

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

Addenda No. N/A, dated \_\_\_\_\_ through No. N/A, dated \_\_\_\_\_, received, acknowledged and incorporated into this bid.

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

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

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

1. 00210 Bid Form
2. 00215 Designation of Subcontractors
3. 00218 Contractors Registration Certification (DIR)
4. 00220 Non-Collusion Affidavit
5. 00222 Certification of Prevailing Wage
6. 00230 Contractor's Statement of Experience
7. 00240 Acknowledgment of Bidding Practices Regarding Indemnity

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



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

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

License Number: 775327  
Class C12 Expiration date 02/28/2022 Class \_\_\_\_\_ Expiration date \_\_\_\_\_  
Class A Expiration date 02/28/2022 Class \_\_\_\_\_ Expiration date \_\_\_\_\_

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

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

bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work. (In addition, refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractors list of the contract documents.)

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

  
\_\_\_\_\_  
Signature of Bidder's Authorized Representative

(Corporate Seal)

Glen Carmichael  
\_\_\_\_\_  
Typed or Printed Name

President  
\_\_\_\_\_  
Title

bcrincon@bcrincon.com  
\_\_\_\_\_  
E-mail Address of Bidder's Authorized Representative

1000006699  
\_\_\_\_\_  
Department of Industrial Relations Registration Number

3-26-2021  
\_\_\_\_\_  
Date

**END OF SECTION**



**SECTION 00215**

**DESIGNATION OF SUBCONTRACTORS  
(CUPCCAA PROJECTS UP TO \$200K)**

(Must be submitted with bid)

1. In compliance with the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100, *et seq.*) and any amendments thereof, each bidder shall set forth below:
  - a. The name and the location of the place of business of each services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent (0.005%) of the prime contractor's total bid, and
  - b. The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.
2. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.005%) of the prime contractor's total bid, the prime contractor shall be deemed to have agreed to be fully qualified to perform that portion of work, and that it shall be performed by the contractor.
3. No prime contractor whose bid is accepted shall:
  - a. Substitute any subcontractor without written approval by the District,
  - b. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid,
  - c. Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as was originally bid and did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (0.005%) of the prime contractor's total bid as to which subcontractor was designated in the original bid shall only be permitted to cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.



4. **MANDATORY REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS** - Senate Bill 854 requires ALL contractors and subcontractors submitting bids on public works projects to be registered with the Department of Industrial Relations ("DIR") for purposes of labor compliance. All contractors and subcontractors must submit proof of valid, accurate, and current DIR registration with their bid. Rio School District will not accept bids from any contractors or subcontractors who are not registered with the DIR at the time the bid is submitted. Any contractors or subcontractors submitting a bid without being registered with the DIR at the time of bid will have their bid rejected as being nonresponsive. All contractors must affirmatively acknowledge their obligation not to hire subcontractors who lack an accurate, valid DIR registration number.



**END OF SECTION**

**SECTION 00218  
CERTIFICATION OF CONTRACTOR AND  
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION  
(DIR)  
(CUPCCAA PROJECTS UP TO \$200K)**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Glen Carmichael President certify that  
(Name) (Title)

BC Rincon Construction, Inc. is currently registered as a contractor with the Department of Industrial  
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number 1000006699

Expiration date June 30, 2021

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct

  
Signature

3-26-2021  
Date



SECTION 00220

NON-COLLUSION AFFIDAVIT  
(CUPCCAA PROJECTS UP TO \$200K)  
(Must be submitted with bid)

STATE OF CALIFORNIA  
COUNTY OF Ventura

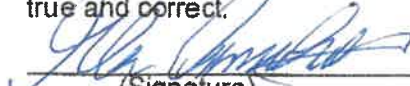
I, Glen Carmichael, being first duly sworn, deposes and  
(Typed or Printed Name)  
says that I am the President of BC Rincon Construction, Inc.,  
(Title) (Company Name)

the party submitting the foregoing bid proposal (the "Bidder"). In connection with the foregoing bid proposal ("Bid Proposal"), the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 26 day of March, 2021 at Oxnard - Ventura - CA  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
(Signature)

\_\_\_\_\_  
(Address)

Glen Carmichael  
(Name Printed or Typed)

Oxnard, CA 93000  
(City, State and Zip)

( 805 )  
(Area Code and Telephone Number)

bcrincon@bcrincon.com  
(Email)

**END OF SECTION**

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SECTION 00222


**CERTIFICATION OF PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS  
(CUPCCAA PROJECTS UP TO \$200K)**

PROJECT/CONTRACT NO.: RSD Project #21-13L between Rio School District  
("District") and BC Rincon Construction, Inc. ("Contractor"  
or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 3-26-2021

Proper Name of Contractor: BC Rincon Constnuction, Inc.

Contractor Signature: 

Print Name: Glen Carmichael

Title: President

**(CUPCCAA PROJECT)** Section 00222  
Certification of Prevailing Wage and Related Labor Requirements  
Install Entry Aprons/Approaches at New Staff Parking Lot RL  
RSD Project #21-13L



**SECTION 00240**

**ACKNOWLEDGMENT OF BIDDING  
PRACTICES REGARDING INDEMNITY**

**(CUPCCAA PROJECTS UP TO \$200K)**

**TO: Rio School District, 1800 Solar Dr. 3<sup>rd</sup> Floor, Oxnard, California 93030**

**RE: Project Number RSD Project #21-13L**

**Project Name Install Entry Aprons/Approaches at New Staff Parking Lot RL**

Please be advised that with respect to the above-referenced Project, the undersigned Contractor, on behalf of itself and all subcontractors, hereby waives the benefits and protection of Labor Code Section 3864, which provides:

If an action as provided in this chapter prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in absence of a written agreement so to be executed prior to the injury.

This agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assigns. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

BC Rincon Construction, Inc.

Contracting Party

Glen Carmichael - President

Name of Agent/Title

3-26-2021

Date

**END OF SECTION**



6.6







**Agenda Item Details**

Meeting Mar 31, 2021 - Rio School District Special Board Meeting  
Category 6. Information/Action  
Subject 6.6 Master Planning Workshop  
Access Public  
Type Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

District administrators and consultants will update the Governing Board on the Master Plan for the district.

**Administrative Content**

**Executive Content**



