



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

September 15, 2021

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

John Puglisi, Ph.D.
Superintendent

Board of Education

Cassandra Bautista, President
Eleanor Torres, Clerk
Linda Armas
Edith Martinez-Cortes
Kristine Anderson

2.0



Wednesday, September 15, 2021
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

- 4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Expulsion of Student 6007007
- 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
- 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/22
- 4.4 Conference with Legal Counsel-Anticipated Litigation [Gov. Code 54956.9]-One Case

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

- 5.1 Report of Closed Session

6. Public Hearing

- 6.1 None

7. Communications

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

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

8. Information

8.1 Business Services Report

8.2 Educational Services Report

8.3 Human Resources Updates

8.4 First Reading of CSBA Board Policy Revisions

9. Discussion/Action

9.1 Approval of the Unaudited Actuals for 2020/2021

9.2 Approval of the Reclassification of Confidential Employees

9.3 Approval of Contract with The Stepping Stones Group to Provide Additional LVN support at Sites

9.4 Approval of Contract for Educational Consultant to Cover Long-Term Administrator Absence

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of Minutes of the Regular Board Meeting of August 18, 2021

10.3 Approval of Minutes of the Special Board Meeting of September 1, 2021

10.4 Approval of the September Personnel Report

10.5 Ratification of the Commercial Warrant for August 06, 2021, through September 1, 2021.

10.6 Adoption of the GANN Limit/Resolution No. 21/22-03

10.7 Local Agency Biennial Notice for 2021 regarding Conflicts of Interest

10.8 Approval of the Outdoor Equity Program Grant Application

10.9 Ratification of Agreement for Courier Services between the Ventura County of Education and Rio School District for 2021/2022

10.10 Williams Quarterly Complaint Report for July 2021

10.11 Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services for the 2021-2022 School Year

10.12 Approval of the 2021-2022 Retired Administrators Contracts

10.13 Approval of the Internship Agreement with California State University Dominguez Hills

10.14 Approval of MOU for drive through COVID testing for employees and community access

- 10.15 Approval of Variable Term Waiver- Mr. Daniel Sepulveda
- 10.16 Approval of Variable Term Waiver – Ms. Minerva Ramirez
- 10.17 Approval of Variable Term Waiver – Mrs. Maria Mendez
- 10.18 Approval of Revised Bell Schedules for Rio del Valle, Rio del Norte, and Rio Real
- 10.19 Approval of Ventura County Indian Education Consortium MOU
- 10.20 Approval of Rio Strong Workforce Program MOU with Ventura County Office of Education
- 10.21 Approval of English Language Development Professional Development MOU
- 10.22 Approval of English Language Development MOU with Ventura County Office of Education
- 10.23 Approval of the Award of Bid #21-12L for the Rio Del Valle Middle School Phase 1 Sports Field Complex to Los Angeles Engineering.
- 10.24 Ratification of the Proposal for Tetra Tech to provide an Initial Study of all phases of project planning, implementation, and operation for the Rio Del Valle Middle School Expansion Project.
- 10.25 Approval of Resolution 21/22-04, Notice of Completion of the Joint Tenant Project #21-01DO Generator Replacement at 1800 Solar Drive by Oilfield Electric & Motor.
- 10.26 Approval of CREDIT Change Order from Oilfield Electric and Motor for the Generator Replacement project at 1800 Solar Drive.

11. Organizational Business

- 11.1 Future Items for Discussion
- 11.2 Future Meeting Dates: October 20, 2021

12. Adjournment

- 12.1 Adjournment

4.1



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Expulsion of Student 6007007
Access	Public
Type	Report

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will discuss the Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Expulsion of Student 6007007.

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will discuss Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association.

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/22
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will discuss Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/22.

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Conference with Legal Counsel – Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (d)(2) and (e) of section 54956.9; One potential case.

Access Public

Type

Public Content

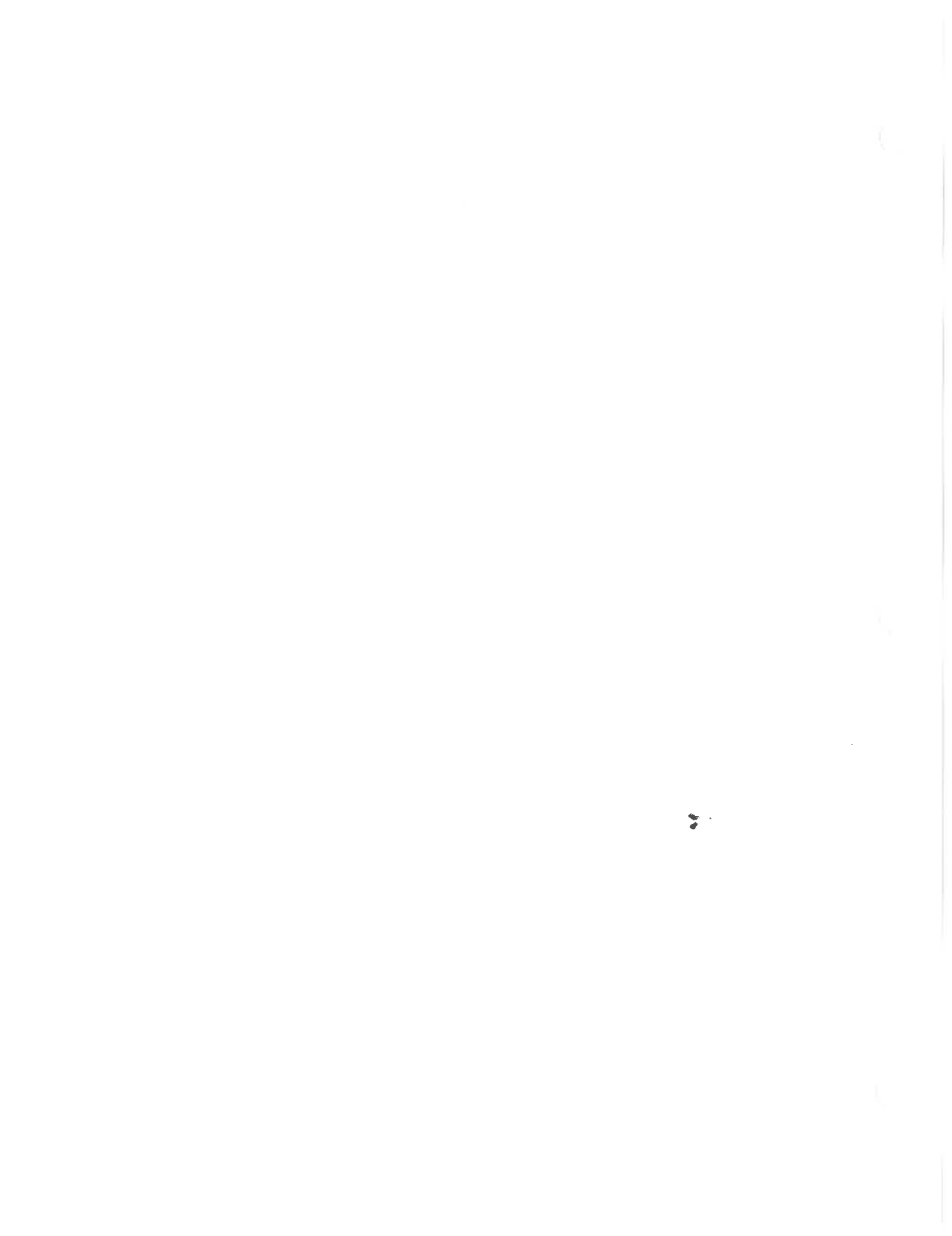
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will discuss Conference with Legal Counsel – Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (d)(2) and (e) of section 54956.9; One potential case.

Administrative Content

Executive Content



7.4



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting
Category 7. Communications
Subject 7.4 Superintendent Report
Access Public
Type Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- 2021/2022 School Year Opening

Administrative Content

Executive Content

8.1



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- Citizen Advisory Committee Update
- Transportation Update

Administrative Content

Executive Content

8.2



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Educational Services Staff

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

- Goals Development and Alignment
- Trimester Based Student Learning Data Plan
- Science Adoption Plan
- Outdoor Equity Grant Update

Administrative Content

Executive Content



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting
Category 8. Information
Subject 8.3 Human Resources Updates
Access Public
Type Information

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Mrs. Rocha will provide updates on the following:

- COVID Safety
- HR Beginning of the Year Update

Administrative Content

Executive Content



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting

Category 8. Information

Subject 8.3 Human Resources Updates

Access Public

Type Information

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Mrs. Rocha will provide updates on the following:

- COVID Safety
- HR Beginning of the Year Update

Administrative Content

Executive Content

8.4



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting
Category 8. Information
Subject 8.4 First Reading of CSBA Board Policy Revisions
Access Public
Type Information

Public Content

Speaker: John Puglisi, Ph.D.

Rationale:

The California School Board Association sends recommended revisions to board policies that align to new mandates or changes in the law. The policies presented have been reviewed by staff and are presented as an information item and will be brought back for action at the next regularly scheduled meeting.

Administrative Content

Executive Content



9.1



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of the Unaudited Actuals for 2020/2021
Access	Public
Type	Action
Recommended Action	It is recommended that the Unaudited Actuals for 2020/2021 be approved.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</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 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:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Unaudited Actuals will provide the financial status of all funds in the district at the end of the fiscal year 2020/2021. Pursuant to Education Code 42100 these reports will be completed and submitted to the County Office of Education by September 25, 2021.

The unaudited financial results show an increase to the Unrestricted General Fund balance of \$3,043,877. That's \$228,085 more than anticipated at the estimated actuals which was presented to the Board during the June 2021 board meeting.

This increase is largely due to unspent LCAP funds, an increase of one time funds and operating schools in distance learning or hybrid format. The district ended the year with a 7.13% reserve. The legally required reserve is 3%. The financial reports will also be audited by the district's independent auditor Eide Bailey and reviewed by Ventura County of Education.

SACS - Combined Final.pdf (15,574 KB)

Unaudited Actuals, 2020-21 add-on.pdf (659 KB)

Administrative Content

Executive Content

2020-21
Unaudited Actuals
September 15, 2021

Wael Saleh, CPA, MBA

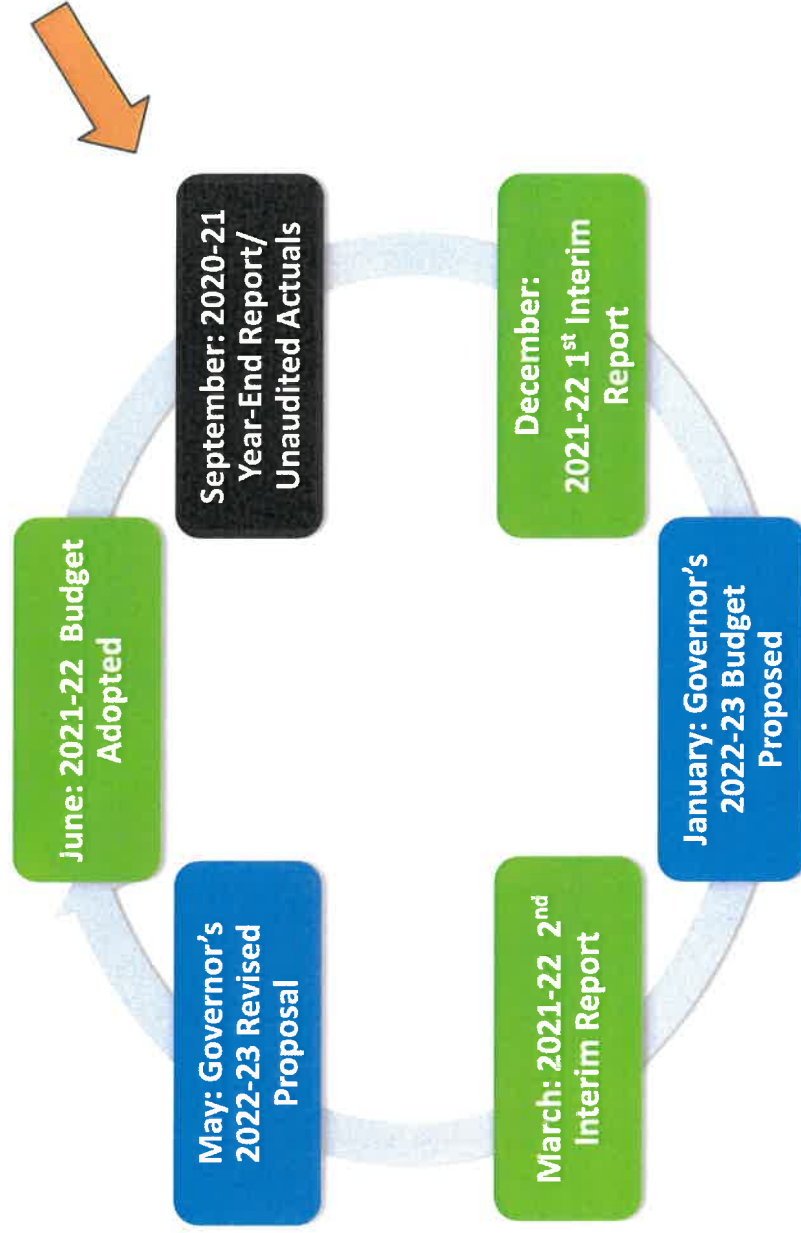


EDUCATING LEARNERS FOR THE 21ST CENTURY

What is an Unaudited Actuals Report ?

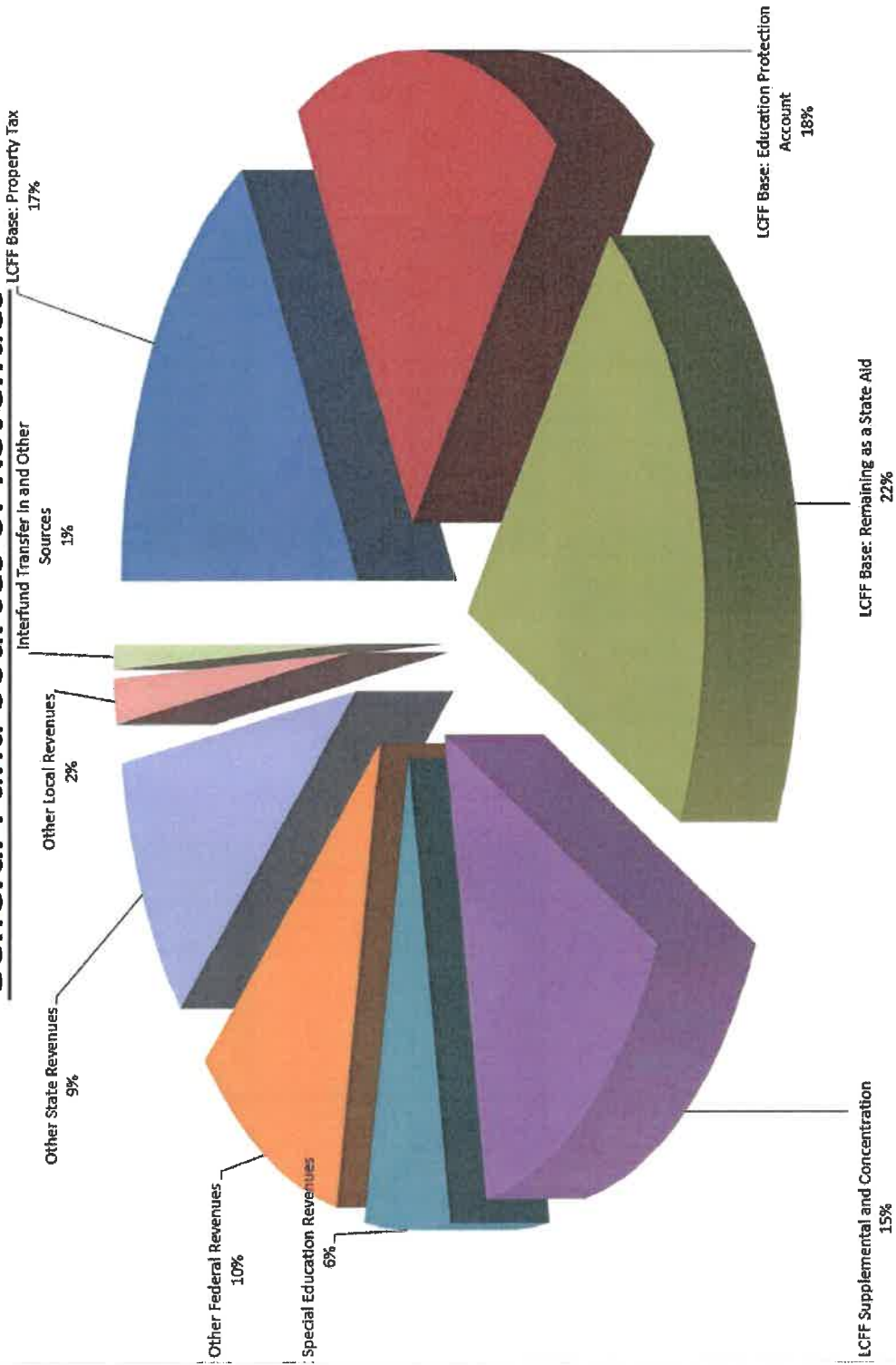
- The financial results of district operations
- All revenues and expenditures of 2020-21 are accounted for
- Ending Fund balance for all funds were updated based on actual results
- Will be examined by Ventura County Office of Education
- Will be audited by independent auditors, then will be called “Audited Financial Statements”
- New audited ending balance will be the beginning balance for 2021-22

Budget/Actuals Cycle

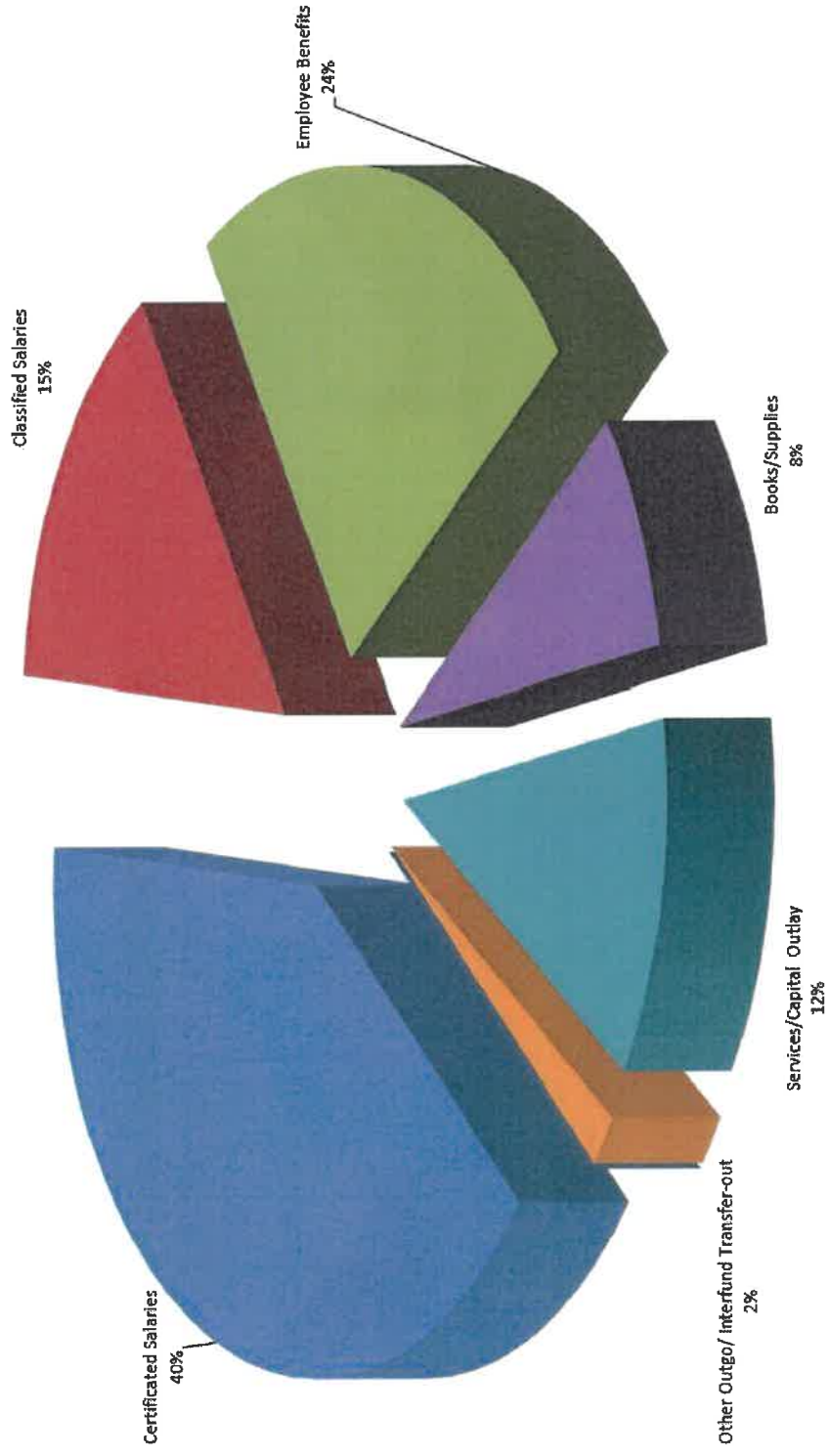


Next year	Current Year	Last year
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General Fund Sources of Revenues



Total General Fund Expenditures



RIO SCHOOL DISTRICT
GENERAL FUND SUMMARY (FUND 01)
REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE
2020-21 Unaudited Actuals

	Unrestricted	Special Education	Categorical Programs	Total
A) REVENUES				
LCFF- Base Grant	\$42,282,997	\$0	\$0	\$42,282,997
LCFF- Supplemental/Concentration Grant	10,943,654	0	0	10,943,654
Federal Revenues	0	1,047,600	7,621,789	8,669,389
Other State Revenues	1,337,220	0	5,530,935	6,868,155
Local Revenues	1,062,886	3,218,762	76,120	4,357,768
TOTAL REVENUES	\$55,626,757	\$4,266,362	\$13,228,844	\$73,121,963
B) EXPENDITURES				
Certificated Salaries	\$21,937,788	\$2,720,407	\$2,779,166	\$27,437,361
Classified Salaries	5,436,649	\$1,806,359	\$2,672,929	9,915,937
Employee Benefits	12,702,367	\$1,899,147	\$1,530,285	16,131,799
Books and Supplies	1,256,937	\$63,376	\$4,127,816	5,448,129
Services and Operating Expenses	4,248,660	\$2,240,850	\$1,517,876	8,007,386
Capital Outlay	87,839	\$0	\$32,733	120,572
Other Outgo	1,546,912	\$0	\$200,576	1,747,488
Direct Support/Indirect Costs	(490,002)	0	0	(490,002)
TOTAL EXPENDITURES	\$46,727,149	\$8,730,139	\$12,861,381	\$68,318,669
C) EXCESS (DEFICIENCY)	\$8,899,608	(\$4,463,776)	\$367,461	\$4,803,294
D) OTHER FINANCING SOURCES/USES				
Interfund Transfer In	\$555,675	\$0	\$0	\$555,675
Other Sources	101,930	0	0	101,930
Contributions/Flexibility Transfers	(6,513,336)	4,463,776	2,049,560	0
TOTAL OTHER FINANCING SOURCES/USES	(\$5,855,731)	\$4,463,776	\$2,049,560	\$657,605
E) NET INCREASE (DECREASE) IN FUND BALANCE	\$3,043,877	\$0	\$2,417,022	\$5,460,899
F) BEGINNING FUND BALANCE WITH RESTATEMENTS	\$2,811,727	\$0	\$371,292	\$3,183,018
G) ENDING FUND BALANCE	\$5,855,603	\$0	\$2,788,313	\$8,643,918
Total Reserve (%)	7.13%	0.00%	0.00%	7.13%

Other Funds Summary

- Child Nutrition Fund ended Strong: \$6.3M in the black
- Bond Ending balance: \$10.7 million as of June 30, 2021
- Developer Fees Fund Balance: \$3.8 Million
- State Matching Fund has \$867K
 - Can be used in Construction projects
- CFD Balance is \$1.3 Million
 - Can be used for Construction projects in the Riverpark area

Stay Tuned for First Interim Budget....

- December 15, 2021
- Update the beginning balance using the Unaudited Actuals new ending balances
- Update enrollment and the projected impact on revenues (for future years).
- Update personnel cost
 - Attrition
 - Vacancies
 - Other Updates based on needs
- Update Departments/Sites budget

Questions ?



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval of the Reclassification of Confidential Employees
Access	Public
Type	Action
Preferred Date	Sep 15, 2021
Fiscal Impact	Yes
Dollar Amount	13,319.52
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approval of the reclassification of three confidential positions.

Goals

- Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
- Goal 3-Create welcoming and safe environments where students attend and are connected to their school
- Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The district is recommending approval of new job descriptions and salary schedules for the following confidential employee positions: Executive Assistant to the Superintendent, Senior Administrative Assistant, and Human Resources Manager.

Enrollment in the district has increased significantly since the last time these job descriptions were reviewed. Changes in legislation and additional workload requires additional assignments that need to be incorporated into these confidential employee positions in order to effectively implement the mission, vision, and goals of the district while meeting all legal mandates.

Two years ago an extensive study was completed to evaluate similar job classifications and salary schedules around the county. The attached job descriptions highlight the recommended changes in the assignments and reflect salary adjustments that bring Rio School District into alignment with other districts of similar size and demographics.

[Confidential Job Descriptions.pdf \(819 KB\)](#)

Administrative Content

Executive Content

JOB DESCRIPTION

EXECUTIVE ASSISTANT TO THE SUPERINTENDENT – CONFIDENTIAL (\$5,228 - \$6,353)

JOB SUMMARY:

Coordinates and performs a wide variety of advanced and complex, responsible, and highly confidential secretarial and administrative duties for the Superintendent and Board proceedings; organizes the executive office area.

DISTINGUISHING CHARACTERISTICS:

The Executive Assistant coordinates, oversees, and performs the most complex, difficult, and highly visible secretarial activities. Incumbent is expected to apply specialized and technical knowledge of various facets of the department to work situations that are usually routine but can be varied and unique. Focus is on the advanced application of specialized and technical knowledge and skills, such as research, fact-finding, and outreach to interest groups. The position exercises considerable independence of action in routine administrative and Board matters, preparing reports and correspondence, handling complaints from the public or employees and other matters of similar complexity. Work often involves handling a broad scope of proprietary and private information. The position may exercise partial supervision over or train clerical or secretarial employees of lower classification who are assigned to other departments. Advancement to this position would be through appointment, the ability to carry out the essential functions, and compliance with the stated qualifications.

REPRESENTATIVE DUTIES:

The duties listed below are intended to describe various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related, or a logical assignment to the position.

1. Assists Superintendent with development of Districtwide partnerships that support student, families and schools and serve as district liaison and point of contact for partnership development.
2. Assures agreements, activities, and projects comply with applicable state and federal regulations, policies and timelines.
3. Coordinates and provides administrative and support for the Superintendent and Board including but not limited to communications; agenda, meetings, and official proceedings; secretarial support; and outreach.
4. Maintain the Superintendent's schedule. Takes requests from employees, parents and community. Determines urgency of need and determines availability or checks with Superintendent. Schedules appointments. Follows-up to ensure Superintendent has necessary materials/information.
5. Responds to parent and/or community inquiries. Works with schools and departments to resolve concerns of parents and community of a routine nature that have been directed to the Superintendent.
6. Maintains official Board policies; monitors new laws and legal requirements affecting the district, its Board and staff for incorporation of policy.
7. Monitors biennial elections for school Board; furnishes prospective candidates with district information and election materials, interacts and coordinates filings with County Elections; arranges candidate orientations and compiles general district information for candidates.
8. Ability to use various forms of social media as a tool to communicate on behalf of the Superintendent

REPRESENTATIVE DUTIES CONTINUED:

9. Assures the Board is fully prepared for all official and unofficial proceedings with up-to-date information and background data, agendas and documentation, and accurate schedules, and meeting room support. May delegate some of this to other staff.
10. Assembles and prepares a weekly report and weekly calendar to the Board of Trustees from each division and site principals; coordinates distribution.
11. Attends, may assign staff, and records proceedings of official and unofficial meetings; may attend and perform the same scope of work on the most confidential or sensitive meetings. Reviews minutes prepared by others from proceedings to assure quality and proper grammar.
12. Prepares and distributes Board-initiated policies to appropriate executives for review on a periodic basis.
13. Assures that suggested revisions are submitted to Board for agenda follow-up.
14. Makes or assigns final revisions, placing updates in local-area computer access for employees, communicates changes and intent to executives and departments.
15. Organizes, supervises, and staffs the central reception desk of the District office. Assures coverage during normal business hours and by special request. Trains and monitors the performance of staff.
16. Arranges executive-level staff meetings. Prepares agenda items, schedules meetings and informs participants, confirming dates and times. Attends meetings, records, transcribe and distributes minutes as directed. May attend meetings on behalf of the Superintendent.
17. Researches material, resources, libraries, etc., for information to support the Superintendent's actions in development of policies, budgets, external reports, and Board requests.
18. Maintains contact with media, Board, employee groups, professional organizations, legal counsel and government agencies on Superintendent's behalf. Collects and disseminates information.
19. Use district authorized social media sites to post information on behalf of Superintendent.
20. Performs special projects and prepares various forms and reports on behalf of the Board and the Superintendent. Attends to administrative details as assigned.
21. Receives and transcribes dictation from individual board members.
22. Maintains approved budgets and transaction records. Processes requisitions, claims, and requests for budget allocation changes and reassignments of funds to and from various accounts, coordinating with accounting staff to assure compliance.
23. Maintains financial records to include budgets for instructional supplies, travel and conference membership dues and expense claims. Orders and maintains appropriate levels of office supplies.
24. Participates in preparation of the District's school master calendar, working with other districts to ensure compatibility.
25. Produces and maintains confidential records relating to the objectives and evaluations of district and site administrators.
26. Provides clerical assistance to District Consultants.
27. Composes difficult correspondence independently on a variety of matters. Compiles and types letters, reports and statistical data.
28. Performs general secretarial work including filing, typing, collating, copying, answering telephones and providing information and receiving, sorting, reading and routing mails.
29. Makes travel arrangements for Board members, the Superintendent and other top administrators for meetings, conferences and conventions.
30. Confirms enrollment, arranges transportation and lodging as required.
31. Performs other duties as assigned that support the overall objective of the position.

KNOWLEDGE & ABILITIES:

Knowledge of:

1. Requires in-depth knowledge of office practices, procedures and equipment, including filing systems, receptionist and telephone techniques, and letter and report writing.
2. Requires a working knowledge of the policies and procedures associated with education processes such as curriculum development, academic credentials, academic outcomes, and business.
3. Requires a working knowledge of personal computer based software programs that support this level of work, including but not limited to word processing, spreadsheet, presentation graphics, special applications used by the organization unit, and data entry onto custom databases.
4. Requires skill at facilitating group problem-solving processes.

KNOWLEDGE & ABILITIES CONTINUED:

5. Requires sufficient math skills to perform financial and statistical record keeping, including limited bookkeeping.
6. Requires sufficient knowledge of proper English usage, grammar, spelling, and punctuation to prepare professional correspondence.
7. Requires sufficient human relations skill to work productively and cooperatively with diverse teams, exercise patience when dealing with internal and external customers, and convey technical concepts.

ABILITY TO:

1. Requires the ability to use various forms of social media to communicate on behalf of the Superintendent.
2. Requires the ability to independently perform all of the duties of the position efficiently and effectively. Must be able to coordinate and perform complex office and secretarial work with speed and accuracy.
3. The position requires the ability to learn, interpret and apply District functions, policies, rules, regulations, goals and objectives.
4. Requires the ability to compile and maintain complex and confidential records and prepare routine reports.
5. Requires the ability to maintain confidential data and information for Superintendent and Board.
6. Requires the ability to prepare spreadsheets, graphs and charts, and enter, import, and export data to and from databases.
7. Requires ability to maintain financial and statistical records.
8. Requires the ability to plan, organize and prioritize work in order to meet schedules and timelines. Requires the ability to analyze situations and accurately and adopt an effective course of action.
9. Requires the ability to communicate with a wide range of contacts within and outside the District with tact, diplomacy and courtesy, and in a manner that reflects positively on the District.

EDUCATION AND EXPERIENCE:

1. The position typically requires two years of college-level course work majoring in secretarial science.
2. Or a related business field and 6 years of progressive experience at the level of Administrative Secretary.
3. Or higher in a public service environment, with 2 years at school site.
4. Additional experience may substitute for some higher education.

LICENSES/CERTIFICATES/SPECIAL REQUIREMENTS:

May require a valid driver's license.

WORK ENVIRONMENT:

Work is performed in an office setting with minimal exposure to health and safety issues.

PHYSICAL ABILITIES:

1. The position incumbent must be able to function indoors in an office environment engaged in work of primarily a sedentary nature.
2. Requires ambulatory ability to sit for extended periods of time, to utilize microcomputers and peripheral equipment, and to move about various campus locations.
3. Requires the ability to use near vision to read printed materials.
4. Requires auditory ability to carry on conversations in person and over the phone.
5. Requires the ability to retrieve work materials from overhead, waist, and ground level files.
6. Requires sustained repetitive motions and manual and finger dexterity to write, use a pointing device and keyboard at an advanced rate, operate microcomputer, and operate other office equipment.
7. Requires the ability to attend evening and off-site meetings.

Rio School District is an Equal Opportunity/Affirmative Action Employer and Provides a Tobacco Free Environment.



SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

1800 Solar Drive, Oxnard, CA 93036 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

JOB DESCRIPTION

SENIOR ADMINISTRATIVE ASSISTANT/CBO – CONFIDENTIAL

(\$4,311 - \$5,240)

JOB SUMMARY:

Under the direction of an assigned supervisor/administrator, provides varied and complex secretarial and clerical support services; relieves the administrator of administrative and clerical duties; organizes office activities and coordinates the flow of communications for the administrator of the assigned department; as a confidential employee, will constantly and regularly perform duties that will require access to confidential information that is used to contribute significantly to the development of management positions; and performs other related duties as required.

REPRESENTATIVE DUTIES:

1. Organizes and manages the day-to-day activities of a department office assuring efficiency of the office operations; coordinates communications; relieves the administrator of administrative detail.
2. Serves as a secretary and administrative aide to an assigned administrator, which may include performing research and data extraction pertaining to legislation, court decisions, County Counsel opinions and legal provisions that may affect the District operational process.
3. Performs duties and responsibilities that are varied, complex, and/or technical in nature and require initiative and independence as well as a knowledge of the policies and procedures of departmental and district-wide functions and operations.
4. Provides administrative support to committees, advisory boards, special interest group meetings, and other special processes. Prepares forms, revisions, and final documents to support proceedings.
5. Greets office visitors and answers telephones; responds to questions and provide information related to department policies and functions and applicable District rules, regulations and policies, takes messages or refers callers to appropriate personnel.
6. Performs special projects. Conducts research on policies, education code, official proceedings, employee and student records, business statistics, etc., to compile reports for administration or to regulatory or governing agencies.
7. Establishes and maintains a variety of records, confidential reports, and logs, checks data for accuracy, completeness and compliance related to office activities and departmental operations.
8. Assists with resolving delivery problems and other discrepancies related to purchase orders; conduct follow-up activities as necessary to finalize purchase transactions.
9. Compiles and interprets information from various sources related to departmental functions as required; performs research and special projects as assigned.
10. Composes correspondence independently or from oral instructions types a variety of items including forms, reports, special requisitions, memoranda and material of confidential nature.
11. May make minor decisions in accordance with District and department regulations, policies and guidelines and apply them to problem situations.

REPRESENTATIVE DUTIES CONTINUED:

12. May be designated as the District's California State certified Notary, and required to perform and all notary services needed by the District to conduct educational and business related transactions and documents processing.
13. Receives, processes, and may reconcile documents for expenditures. Prepares requisitions and claims for reimbursement. Computes contractual and other fees and charges. Orders merchandise and service from pre-approved purchase order and within authorized spending limits.
14. Maintains calendar for administrator; schedules and arranges appointments, meetings, conferences and travel accommodations as necessary.
15. Processes and responds to routine telephone and mail inquiries.
16. Orders, receives, inventories; stores and distributes office supplies and forms.
17. Provides information, training and assistance to department personnel regarding new or revised procedures or resources such as computer programs and equipment.
18. Processes personnel related documents; extra work reports; monitors budget expenditures as assigned.
19. Assists in the budget planning and expenditure control procedures of the assigned department.
20. Receives, sorts and routes mail.
21. Operates a variety of office equipment including, but not limited to, computer terminal, typewriter, calculator, telephone, fax, adding machine and copiers.
22. Performs related duties as assigned.

KNOWLEDGE AND ABILITIES

Knowledge Of:

1. Basic school district organization, operations and objectives.
2. Basic principles and practices of training and providing work direction.
3. Modern office practices, procedures and operations of equipment.
4. Telephone technique and etiquette.
5. Record-keeping and filing techniques.
6. Correct English language usage; vocabulary, spelling, grammar and punctuation.
7. Effective reading, oral and writing communication skills.
8. Operation of standard business equipment and a computer terminal.
9. Interpersonal skills using patience and courtesy.
10. Research techniques.
11. Translation of written material from English into a designated second language and from that second language into English is desirable.
12. Translation of conversations or interpretive services for non-English speaking individuals and others is desirable

ABILITY TO:

1. Perform a variety of complex secretarial and clerical duties.
2. Plan, organize and coordinate office activities.
3. Work independently with little direction.
4. Type fifty-five (55) words per minute from clear copy.
5. Analyze situations accurately and adopt an effective course of action.
6. Understand and follow oral and written directions.
7. Compose independently or from oral instructions correspondence, memoranda or other materials.
8. Establish and maintain effective working relationships with others.
9. Read, interpret and follow rules, regulations, policies and procedures.
10. Operate a variety of office equipment such as, but not limited to, computer terminal, typewriter, calculator, telephone, fax, adding machine and copiers.
11. Make arrangements for and attend meetings, workshops and conferences.
12. Establish and maintain accurate records and prepare reports.
13. Maintain a variety of filing systems.
14. Make arithmetic calculations with speed and accuracy.

ABILITY TO CONTINUED:

15. Meet schedules and timelines.
16. Effectively speak, read and write English.
17. Performs duties effectively with many demands on time and constant interruptions.
18. Maintain confidentiality of school and student information.

EDUCATION AND EXPERIENCE:

1. Associate of Arts or higher degree in public administration, organizational management or public relations and two (2) years general clerical and/or typing experience; or
2. High school diploma or equivalent and four (4) years general clerical and typing experience or any combination equivalent to sufficient training and experience to demonstrate the knowledge and abilities listed above.

LICENSES AND OTHER REQUIREMENTS:

1. Must provide a certified certificate demonstrating the ability to type fifty-five (55) words per minute.
2. Valid California drivers' license is desirable.

WORKING CONDITIONS:

1. District Office environment.
2. Subject to many demands on time and constant interruptions.
3. Subject to sitting, bending or stooping, lifting and walking.
4. Subject to working in school environment and exposure to sunlight and other outside conditions.
5. Subject to working at computer video work station(s), operating computer keyboards, looking at computer video screens.

PHYSICAL ABILITIES:

Seeing to inspect documents and to read fine print; depth perception to file; hearing and speaking to communicate with others in a normal voice in person and on telephone; speak clearly to communicate with parents, staff and others; sitting or standing alternately for extended periods of time; climbing stairs; dexterity of hands and fingers to operate office equipment; write legibly; bending and stooping; reaching overhead and above shoulders; lifting, carrying, pushing, or pulling objects weighing up to twenty-five (25) pounds.

RIO SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.
RIO SCHOOL DISTRICT PROVIDES A TOBACCO FREE ENVIRONMENT.



SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

1800 Solar Drive, Oxnard, CA 93036 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

JOB DESCRIPTION

HUMAN RESOURCES DEPARTMENT MANAGER

CONFIDENTIAL/12 months

(\$4,936 – 6,003)

JOB SUMMARY:

Under the Direction of the Assistant Superintendent of Schools & Systems Improvement, assists with purpose/s of planning, implementing and maintaining the district's personnel services; serving as a resource, and maintaining classified staffing to ensure that personnel functions conform to district state and federal requirements. Work independently to achieve organizational objectives, provide information and/or assist other department personnel for the purpose of ensuring the department is operating effectively and efficiently.

REPRESENTATIVE DUTIES:

1. Advise Director of Human Resources on a variety of employment topics/concerns for the purpose of ensuring he/she is current on relevant concerns.
2. Assists with planning and evaluation HR procedures and policies for the purpose of ensuring department is operating effectively and efficiently.
3. Assists with monitoring and evaluating problems, conditions and needs of the Human Resources department.
4. Recommends policies, procedures and/or actions for the purpose of assisting with direction for meeting the districts goals and objectives.
5. Assists with interpreting & analysis of the classified collective bargaining agreement, develop and maintain a productive working relationship with the classified collective bargaining group for the purpose of assuring good employee relationships.
6. Design and develop training programs (outsources and/or in-house)
7. Select appropriate training methods or activities (e.g., on-the-job training, & professional development classes)
8. Assists with the leadership and coordination of the division's professional development calendar.
9. Serves as resources to assist team members with professional growth & development, e.g. coaching, mentoring, and goal setting.
10. Assists with employee leave management compliance.
11. Assists with employee Workman's Compensation program (e.g. leave, policies, procedures, etc.)
12. Assists with managing grievances and cases which result in arbitration and mediation (research, preparing documentation, employee meetings, etc.)
13. Participates in grievance meeting as needed.
14. Assists with investigations and responding to grievances.
15. Researches a wide variety of information (e.g. current laws, codes, polices, etc.) for the purpose of providing information, recommendation and/or addressing a variety of administrative requirements.

REPRESENTATIVE DUTIES CONTINUED:

16. Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
17. Attend professional growth sessions for the purpose of keeping his/her professional human resources knowledge current with changing laws and regulations.
18. Protects confidentiality of records and information about staff, and use discretion when sharing any such information within legal confines.
19. Participates in meetings that involve a range of issues (e.g. personnel actions, regulatory requirements, actions involving outside agencies, inter-department ,etc.) for the purpose of developing recommendations and/or supporting other staff.
20. Responds to written and verbal inquiries from a variety of internal and external sources for the purpose of resolving problems, providing information and/or referring to appropriate personnel and/or identifying the relevant issues and recommending resolutions and/or solutions.
21. Supports the Human Resources Director and department staff for the purpose of assisting in the performance of their work activities.
22. Trains other department personnel (e.g. processes, procedures, protocols and policies) for the purpose of ensuring that best employment practices are followed.
23. Good Attendance.
24. Performs other related duties as assigned

KNOWLEDGE AND ABILITIES:

Knowledge Of:

1. Review and interpret highly technical information, and/or speak persuasively to implement desired actions.
2. Analyze situations to define issues and draw conclusions.
3. Specific knowledge-base competencies required to satisfactorily perform the function of the job include: using pertinent software applications, pertinent codes, polices, regulations and/or laws.
4. Working knowledge of school system, human resource practice/regulations.
5. Perform multiple, highly complex, technical tasks with a need to periodically upgrade skills in order to meet changing job conditions.
6. Independent problem solving is required to analyze issues and create action plans.

ABILITY TO:

1. Ability to recognize areas of concern relating to human resources issues and propose or recommend appropriate solutions to problems.
2. Ability to communicate effectively.
3. Ability to exercise initiative and make independent decision to reschedule work to meet deadlines or to effectively handle emergency work.

ABILITY TO CONTINUED:

4. Ability to promote team-building and shared responsibilities among department personnel.
5. Ability to function under highly stressful circumstances and competing deadlines.
6. Ability to appropriately handle confidential information in accordance with District policies.
7. Ability to plan and manage projects.
8. Ability to maintain accurate records using pertinent software applications.
9. Ability to routinely gather, collate, and/or classify data.
10. Ability to work with a significant diversity of individuals and/or groups.
11. Ability to remain calm, flexible and work effectively under pressure.
12. Ability to apply diplomatic techniques in all district-related matters and maintain strict confidentiality in sensitive matters.

EDUCATION AND EXPERIENCE:

1. Bachelors in business administration, organizational management or closely related field with Two (2) years of directly related experience, preferably in a school district.

OR

2. Associates Degree in closely related field with Five (5) years of directly related experience, preferably in a school district.

LICENSES AND OTHER REQUIREMENTS:

Valid State of California Driver's License, Class C.

WORKING CONDITIONS:

1. Office environment, with demanding timelines, frequent interruptions and daily contact with staff and public, and considerable distraction by the complexity of a multiple competing tasks requests.
2. Working at computer, operating computer keyboards.
3. Subject to working in a school environment and exposure to sunlight and to other outside conditions.

PHYSICAL ABILITIES:

1. Occasional travel to school sites, offices, various events, trainings and other engagements,
2. Sitting for extended periods,
3. Manual dexterity to use office equipment, repetitive operation of computer keyboard.
4. Occasional lifting 15-30 pounds, carrying, pushing, and/or pulling; some bending; stooping, kneeling, crouching.

Rio School District is an Equal Opportunity/Affirmative Action Employer and Provides a Tobacco Free Environment.

9.3



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval of Contract with The Stepping Stones Group to Provide Additional LVN support at Sites
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	121,680.00
Budgeted	Yes
Budget Source	COVID-19 funds
Recommended Action	Staff recommends board approval of the Stepping Stones Group Contract.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p>

Public Content

Speaker: Nadia Villapudua

Rationale:

Licensed Vocational Nurses (LVN's) are needed to assist and support with the implementation of COVID-19 site safety measures, procedures and protocols and support the health needs and well-being of students and staff during school hours and after school programs.

Contracted LVNS are held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate as they service our health needs. Contracted LVNs will attend regular district trainings in order to build rapport within the Rio School District

The estimated costs for these services is based on 5 LVNS.

[Stepping Stones Group Contract.pdf \(140 KB\)](#)

Administrative Content

Executive Content



AGREEMENT

This Agreement is made and entered on August 16, 2021, by and between The Stepping Stones Group LLC, 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026 hereinafter referred to as "Contractor" and, Rio School District, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as "School District." It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor's employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2022 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office

2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Colorado. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Colorado. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



THE STEPPING STONES GROUP

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Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: Heather Pena, Account Clerk

Billing Email/Phone: hpena@rioschools.org

Mailing Address (for invoice):

Special Billing Instructions: continue current billing practices

Signed for Contractor:

Signature:

Janine Mahon

Name: Janine Mahon

Title: Director of Career & Client Services

Date: 8/16/21

Signed for School District:

Signature: _____

Name: _____

Title: _____

Date: _____



Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<u>Specialty</u>	<u>Hourly Rate</u>
up to 5 LVN's	\$52/hr, 6 hr days billable, 8/25/21 - 12/17/21, approximately 78 billable days

9.4



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approval of Contract for Educational Consultant to Cover Long-Term Administrator Absence
Access	Public
Type	Action
Preferred Date	Sep 15, 2021
Fiscal Impact	Yes
Dollar Amount	48,428.00
Budgeted	Yes
Budget Source	General Fund/ Special Education
Recommended Action	District staff recommends approval of the educational consultant contract in order to provided needed services and supports in the absence of a district level administrator.

Goals

- Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
- Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 3-Create welcoming and safe environments where students attend and are connected to their school
- Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: An educational consultant contract is needed to provide services and supports to students and administrators due to a long-term absence of a district level administrator. The consultant will backfill in the role of administrator of special programs supporting the needs of the special education students and staff as well as working with the Ed Services team to meet the needs of English Learners.

Administrative Content

Executive Content

EDUCATIONAL CONSULTANT AGREEMENT

This agreement, is made August 19, 2021, between Rio School District (referred to as "District" in this Agreement), located at 1800 Solar Drive, Oxnard, CA 93030, and Anne Jenks (referred to as "Educational Consultant" in this Agreement), _____, 04, (referred to collectively as the "Parties").

In consideration of the mutual understandings contained herein, the Parties agree as follows:

1. Term. This Agreement shall become effective October 18, 2021 (or before if necessary), and will continue no later than March 18, 2022, or until the earning cap of the Educational Consultant reaches \$48,428 . Funding requirements may mean that the services of the Educational Consultant will expire before the term is completed. Upon expiration of funding, this Agreement shall terminate.
2. Independent Contractor Status. It is the express intention of the parties that the Educational Consultant is an Independent Contractor and not an employee, agent, joint venture, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between the District and the Educational Consultant. Both parties acknowledge that the Educational Consultant is not an employee for federal or state tax purposes. Educational Consultant is not eligible for District employee benefits. Further, the Educational Consultant waives any claim against the District for benefits provided to its employees during any period in which the Educational Consultant may be determined to be a common law employee or some other designation and not an Educational Consultant. The Educational Consultant acknowledges that it makes this waiver knowingly and voluntarily.

The Educational Consultant understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. The Educational Consultant understands and agrees that it shall be responsible for providing all CPR and harassment training for its own employees. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement on the other's behalf of or in the other's name.

3. Subcontract and Assignment. Educational Consultant waives any right to subcontract or assign this Agreement to any third party except with the express written consent of the District. In the event a subcontract or assignment is consented to by the District, such consent shall only be given at the District's sole and absolute discretion. Any subcontractor or assignee shall be bound by the terms and conditions of this Agreement including the insurance and indemnification provisions.
4. Services to be performed by Educational Consultant. The District retains the Educational Consultant to perform consulting services for the District specified on the Description of Work attached hereto

Date _____

Initials _____
(Consultant)

(District)

as Exhibit A (the "Agreement"), which is incorporated herein by reference. In consideration for the Services, the District shall pay the Educational Consultant the fees set forth on Exhibit A.

- a. Method of Performing Services. Educational Consultant will coordinate with the Superintendent, or designee, to perform the required services.
- b. Place of Work. The parties agree that the nature of the services to be performed by the Educational Consultant may be completed on the District's premises.

5. Right to Withhold Payment. The District may withhold payment to Educational Consultant on ten (10) calendar days' written notice of such withholding, when in the opinion of the District:

- a. Educational Consultant has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work or records;
- b. Educational Consultant has failed to submit an invoice in a timely manner; and
- c. Educational Consultant has failed to perform, in whole or in part, under the terms of this Agreement.

Such notice shall specify the basis for the District's withholding of payment and the amount to be withheld. Within thirty (30) calendar days from the date of receipt of such notice, Educational Consultant shall take all necessary and appropriate action to correct the deficiencies that form the basis for the District's withholding of payment or submit a written request for extension to correct the deficiencies unless the deficiency is timeliness, which cannot be cured. Upon receipt of the Educational Consultant's written request showing good cause, the District shall extend the Educational Consultant's time to correct deficiencies (usually an additional thirty (30) calendar days) otherwise payment will be denied.

6. State and Federal Taxes. As the Educational Consultant is not the District's employee, the Educational Consultant is responsible for paying all required state and federal taxes, and insurance. In particular:

- a. The District will not withhold FICA (Social Security) from Educational Consultant payments.
- b. The District will not make state and federal unemployment insurance contributions on behalf of Educational Consultant
- c. The District will not withhold state and federal income tax from payments to Educational Consultant.
- d. The District will not make disability insurance contributions on behalf of Educational Consultant.

Date _____

Initials _____
(Consultant)

(District)

- e. The District will not obtain workers' compensation insurance on behalf of Educational Consultant.
- f. The District will not provide health and welfare benefits on behalf of Educational Consultant.
- g. The District will not make contributions to the California State Retirement System (CalSTRS) on behalf of Educational Consultant.

The Educational Consultant must provide the Board with its Taxpayer Identification number or Social Security number for purposes of issuing appropriate tax documents as a Form 1099.

The Educational Consultant takes responsibility for any tax liabilities imposed as a result of the Educational Consultant's failure to pay income taxes on consulting payments made by the District to the Educational Consultant hereunder.

7. Confidential Information. The Educational Consultant agrees that it shall keep in confidence and shall not, at any time, directly or indirectly, disclose, reveal, divulge, publish, or otherwise make known to any person any Confidential Information of the District.

- a. Educational Consultant shall comply with all federal, state and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees and agents over which the Educational Consultant has access or control, as well as any other student or District employee data provided or made available to Educational Consultant in connection with this Agreement, including without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act, and the Children's Internet Protection Act, and will observe all District security procedures related to the foregoing.

8. Ownership of Works. The District will retain ownership of work generated by the Educational Consultant.

- a. Educational Consultant shall allow access to all records or reports, or other matter relating to this Agreement, upon the District's request. Educational Consultant shall maintain fiscal records for five (5) years and shall keep them available for audit.

9. Insurance. Educational Consultant shall at his/her expense maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed/admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Educational Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof. Educational Consultant shall provide the District with certificates of insurance evidencing the following coverage no later than the effective date of this Agreement: One million dollars per occurrence.

Date _____

Initials _____
(Consultant)

(District)

- a. Commercial Form General Liability Insurance, including both bodily injury and property damage.
- b. Workers' Compensation and Employer's Liability Insurance in a form and amount covering Educational Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. Sole proprietors (with no employees paid via W-2) are exempt from providing Workers' Compensation (WC) coverage, but must provide a signed WC waiver statement.
- c. Errors and Omissions (Professional Liability) coverage, including sexual molestation and abuse, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or by separate policy or if Educational Consultant provides services solely over the Internet or some other means that does not require face to face contact between Educational Consultant and District students.

10. Indemnification and Hold Harmless.

- a. Educational Consultant agrees to indemnify and hold harmless the District, its officers, agents, employees, assignees, and attorneys against any and all claims, damages, demands made, liabilities (including, but not limited to, liability for personal injury and liability for breach of confidentiality), costs and expenses, including without limitation, reasonable legal fees and costs arising out of the use of any material furnished by Educational Consultant in connection with the services performed, or resulting from any student, parent, or third party action of any kind, or resulting in any way pursuant to this Agreement, or incurred for or by reason of the breach of Educational Consultant of any of the obligations, warranties, agreements, covenants or representations herein contained. The District shall provide prompt written notice of any claim hereunder.
- b. Educational Consultant at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result herein.

11. Venue and Governing Law. The terms and conditions of this Agreement shall be governed by Federal and California State law, and venue for any action shall be in Los Angeles County, California.

12. Compliance with Laws, Statutes and Regulations. During the term of this Agreement, unless otherwise agreed, Educational Consultant shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules policies and regulations. Educational Consultant shall also comply with all District policies and procedures unless the District determines, taking into consideration all of the surrounding facts and circumstances, a policy or procedure or a portion thereof does not reasonably apply to Educational Consultant. Educational Consultant hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with District policies and

Date _____

Initials _____
(Consultant)

(District)

procedures and shall indemnify the District under the provisions of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Educational Consultant's failure to comply with District policies and procedures.

13. Non-Discrimination. Educational Consultant shall not unlawfully discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.

14. Conflict of Interest. Educational Consultant agrees to provide the District with a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Trustees, Directors, or Partners, if any, upon request of the District, and to timely update said information as changes in such governance occur during the term of this Agreement. Educational Consultant shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with the District.

15. Attorneys' Fees and Costs. In the event of any dispute regarding the terms, conditions, or performance of this Agreement, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonably

16. Termination.

a. The District may, by written notice to the Educational Consultant, terminate this Agreement in whole or in part at any time without cause for the District's convenience. Said notice of the intended termination shall be in writing. Upon service of such notice, the Educational Consultant shall:

- i. Immediately discontinue all services affected, unless the notice directs otherwise; and
- ii. Deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Educational Consultant in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Educational Consultant of such notice.

b. If the termination is for the convenience of the District, Educational Consultant shall submit a final invoice within sixty (60) calendar days of termination and the District shall pay Educational Consultant the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by Educational Consultant to implement the termination in accordance with the provision of this Agreement. The District will remit payment for the final invoice within forty-five (45) calendar days of receipt of such invoice.

Date _____

Initials _____
(Consultant)

(District)

- c. This Agreement may be terminated at any time for any unspecified reason at the sole discretion of the District. Educational Consultant shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to Educational Consultant in accordance with this section shall constitute Educational Consultant's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- d. The Educational Consultant may terminate the contract upon written notice of 30 days to the Board.
- e. The Board shall be entitled to terminate the contract for any of the following reasons:
 - i. If the Educational Consultant does not comply with timelines;
 - ii. Violation of one or material terms of this Consultant Contract; or
 - iii. Misconduct or violations of one or more of the Paragraphs of this Agreement.

17. General Provisions

- a. **Entire Agreement of the Parties.** This Agreement and all attachments and amendments thereto including District policies and procedures, constitute the entire agreement between the District and Educational Consultant. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement. This Agreement may be amended by only written document signed by authorized representatives of the Educational Consultant and District. Notwithstanding the foregoing sentence, the District may modify or amend this Agreement without Educational Consultant's consent to conform to federal and state law and regulations.
- b. **Severability.** If any provision, part, or word of this Agreement is held in whole or in part to be unenforceable for any reason, the rest and remainder of that provision, part, or word and the entire Agreement shall be severable therefrom and the Agreement shall remain in full force and effect.
- c. **Notices.** Any notice or other communication, including payment hereunder, required or permitted to be given hereunder shall be in writing and shall be emailed, mailed, hand delivered, or sent next-day delivery by a company where a receipt is given to the addresses identified in the first paragraph of this Agreement.

Read and Agreed To By:

Educational Consultant:

Rio School District:

Printed Name: _____

District Representative: _____

Signature _____

Signature _____

Date _____

Date _____

EXHIBIT "A" TO EDUCATIONAL CONSULTANT AGREEMENT
("AGREEMENT")

DESCRIPTION OF WORK AND SERVICES

1. Services to be Provided

Description of scope of services and general description of work to be completed. The Educational Consultant will complete work designated for the Administrator of Special Programs, as needed.

2. Schedule for Performance of Work. Work shall begin on (or before if needed) October 18, 2021 and shall be completed no later than March 18, 2022, or when the Educational Consultant reaches the earning cap of \$48,428 unless the agreement is sooner terminated by the parties.

3. Fee Schedule

A. **Fees.** The District shall pay to the Educational Consultant (unknown at this time) per diem when the Educational Consultant completes work at the District Office or another site designated within the District. There will be no reimbursement for incidental expenses.

B. **Invoicing/Payment Schedule.** The Educational Consultant shall invoice the District monthly (last day of each month). Payment by the District shall be made within thirty (30) days of the District's receipt of the monthly invoice.

This Exhibit A is part of and incorporated by reference into the Agreement referred to in the heading thereof.

Date _____

Initials _____
(Consultant)

(District)

Appendix I

Possible responsibilities included in Administrative Substitution for Betsy Pegler, Administrator of Special Services. Other responsibilities may arise that are not included in this list.

- Support Sp. Ed. PK teachers and support staff/ service providers with C and I;
- Support sites with facilitation or IEPs; preschool and school age transitions;
- Support preschool county program placements and annual/ triennial reviews;
- Special Education Plan – co-writer and committee member for monthly reviews and trainings with implementation and analysis of Program Improvement strategies and reviews;
- ELPAC Initial and Summative technical assistance and collaborative trainings with the district coordinator/test examiner;
- ELPAC and CAASPP – SIRAS testing supports and accommodations and monitoring of IEP ELD/state testing pages;
- ELPAC and CAASPP – SIRAS export of Universal Tools, Designated Supports and Accommodations for upload to TOMS;
- ELPAC and CAASPP – attend state trainings and facilitate/support dissemination of information to ELCs and site staff;
- ELCs – facilitate monthly English Learner Coordinators trainings and facilitate ELC support requests and EL Program inquiries;
- Facilitate reclassification process and manage compliance documents workflow;
- Manage EL (IFEP, RFEP, TBD) data and programmatic implications in ELlevation and software workflow as it relates to local decisions and communications;
- Facilitate ELlevation trainings for ELCs, Principals and site teams e-data, goal setting, intervention planning and monitoring, parent meetings, and complete student profile;
- Share/provide EL data – requests for programmatic decisions such as Migrant programs, etc.;
- Teacher Induction – attend VCOE consultants meetings/trainings, alignment of mentors and teacher candidates, co-facilitation (collaboration with Ocean View lead Heather) or Teacher candidates and/or mentor trainings/network sessions;
- IEEEP – inclusive Early Education grant – serve as partner with VCOE and state preschool collaborative network by attending network meetings (quarterly), attend trainings (Teaching Pyramid series – 12 annually) attend related trainings, and support classroom teachers and instructional assistants with mentor sessions and implementation and monitoring of applied practices;
- VCOE – participate in Math NIC network meetings and collaborative as well as related trainings (Math Council, etc) and district Math NIC related practices;
- VCOE – participate in Inquiry and Implementation Network meetings and collaborate with county and district colleagues on state and county guidelines related to programming;
- VCOE Tech TOSA collaborative/monthly network meetings;
- VC SELPA participate in PPD monthly meetings and facilitate connections with local decisions related to special programs;
- VC SELPA participate in Preschool Steering Committee monthly meetings and facilitate connections with local decisions related to special programs;

- **Curriculum and Instruction; eSpark – serve as district contact and support to implementation and programmatic successes and teacher support; collaborate with eSpark leads and facilitate teacher supports/trainings and program outcomes at least quarterly;**
- **Curriculum Council – participate in district council meetings and facilitate supports for district benchmark assessments and instructional supports;**
- **Systems Improvement (SCOE Trainings) – Solving Disproportionality – participate in related trainings and connect to local improvement practices;**
- **Support ADEPT training, teacher supports/implementation and monitoring data**

10.1



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting
Category 10. Consent
Subject 10.1 Approval of the Consent Agenda
Access Public
Type Action (Consent)

Public Content

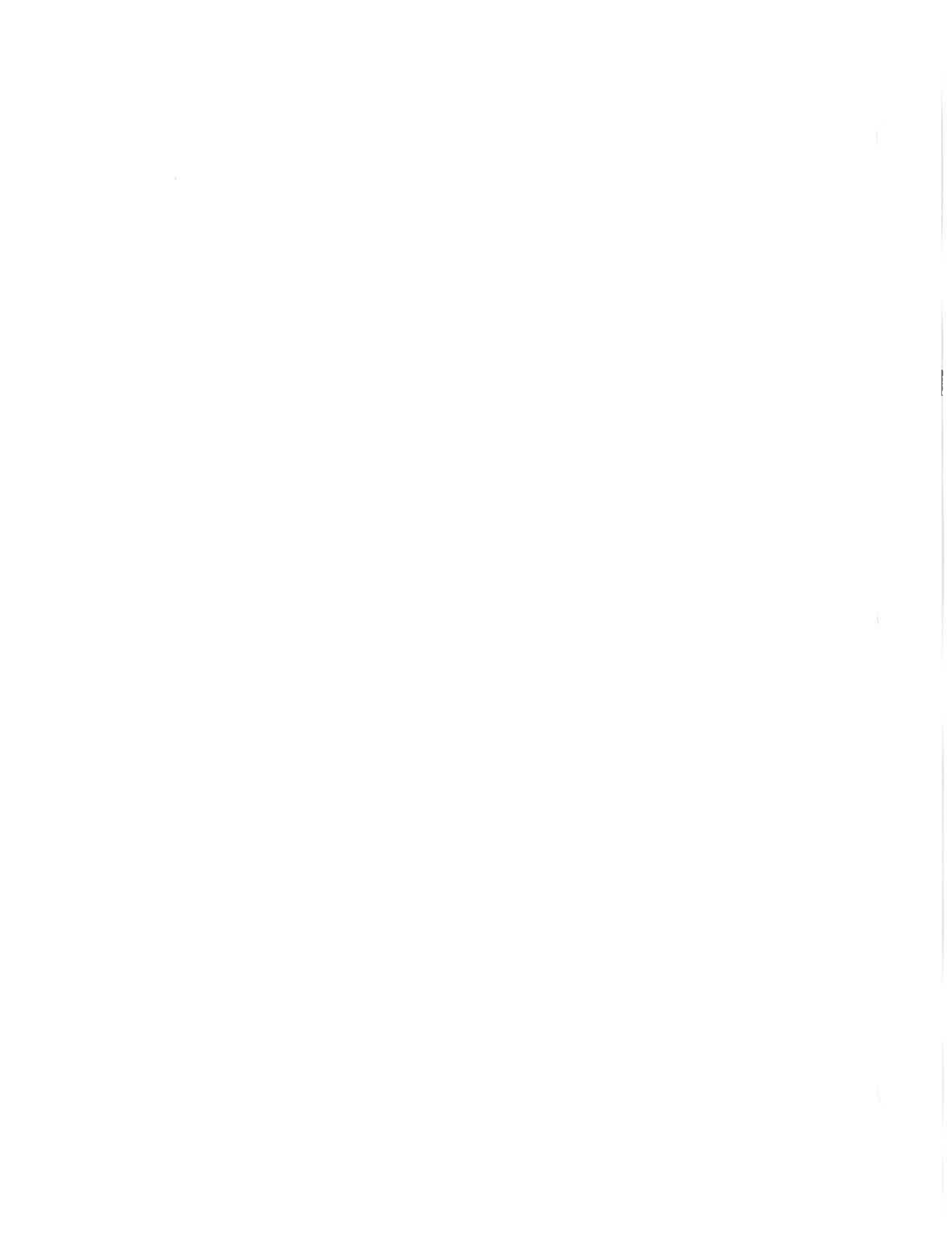
Speaker:

Rationale:

Administrative Content

Executive Content

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



10.2



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of Minutes of the Regular Board Meeting of August 18, 2021
Access	Public
Type	Minutes
Minutes	View Minutes for Aug 18, 2021 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

[Min08182021.pdf \(63 KB\)](#)

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
August 18 2021
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

1. Open Session 5:00 p.m.

1.1 Call to Order

President Bautista called the meeting to order at 5:05 p.m.

1.2 Pledge of Allegiance

President Bautista led the flag salute.

1.3 Roll Call

Trustee Torres called the roll, all present.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

There were no corrections or additions to the agenda.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

Not Present at Vote: Edith Martinez-Cortes

3. Public Comment-Closed Session

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

There were no public comments on closed session items.

President Bautista adjourned the meeting into closed session at 5:07 p.m.

4. Closed Session

4.1 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and Superintendent's Evaluation

4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]

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

5.1 Report of Closed Session

President Bautista reconvened the meeting into open session at 6:21 p.m.

President Bautista reported no action took place during closed session.

6. Recognitions

6.1 Recognition of the Rio Real Dual Immersion AP Spanish Students

Oscar Hernandez, Assistant Superintendent of Educational Services, presented the 8th grade Rio Real Dual Immersion AP Spanish students. These students took the Advanced Placement test and passed.

Phoebe Lee

Stephanie Linares

Yudanis Mina

Salvador Plascencia

Isaac Ruvalcaba

Maria Sanchez

Ciara Tan

Kenia Agraz

Andrea Arroyo

Jason Bryan

Camila Centeno

Natalia Cervantes

Isabella Garcia

Kevin Gutierrez

Lisania Juarez Ramirez

7. Communications

7.1 Acknowledgement of Correspondence to the Board

Several board members informed others they have received emails from parents in support of programs.

7.2 Board Member Reports

There were no Board Members reports.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, RTA President.

7.4 Superintendent Report

Superintendent Puglisi briefed the Governing Board on the RiOpening Campus's Update.

Dr. Puglisi reminded the board of the processes. Our themes are safety and learning excellence. All campus have been visited. Welcome back day for all staff will be on Monday, August 23rd via zoom. All staff will report to their sites and join via zoom.

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

Public comments were heard from Mariluz Real, Steve Sunnorborg, Nee Sackey, Laura Torres Camarillo, and Dan Pinedo.

8. Information

8.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, provided an update on the Budget and Child Nutrition Community Feeding Update.

8.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, provided an update on Summer School enrollment and the Textbook Adoption Timeline.

9. Discussion/Action

9.1 Addition of a Dual Immersion Spanish II Honors Course Description.

Staff recommends approval of the addition of a Dual Immersion Spanish II Honors Course Description.

Motion by Cassandra Bautista, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista

Not Present at Vote: Kristine Anderson

9.2 STEMscopes Science Kits Purchase for the 2021-2022 School Year.

Staff recommends board approval for the 6-8 grade STEMscopes Science Kits Purchase for the 2021-2022 School Year.

Motion by Cassandra Bautista, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista

Not Present at Vote: Kristine Anderson

**9.3 Approval of the Child Nutrition and Farm to School Coordinator Job Description
Staff recommends approval of the Child Nutrition and Farm to School Coordinator Job
Description, as available with funding and non-general fund dollars.**

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

**Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine
Anderson**

**9.4 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2021/2022
Staff recommends approval of the contract renewal with Diane DeLaurentis FY 19/20**

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

**Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine
Anderson**

**9.5 Approval of Contract Renewal with Steve Sunnarborg FY 2021/2022
Staff recommends the contract renewal with Steve Sonnarberg FY 19/20**

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

**Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine
Anderson**

**9.6 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music
Instruction FY 2021/2022
Staff recommends approval for the Service Agreement with Nee Quaison-Sackey FY
2021/2022**

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

**Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine
Anderson**

**9.7 Approval of the Contract Renewal with Learning Priority Software, Inc FY 21/22
Staff recommends approval of the Contract Renewal with Learning Priority, Inc.**

Motion by Linda Armas, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Linda Armas, Kristine Anderson

No: Cassandra Bautista

Abstain: Eleanor Torres

9.8 Purchase of 600 2-in-1 devices for kinder students

Staff recommends replacing the kinder student devices (year 8 netbooks and used Chromebooks) with 2-in-1 devices.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

9.9 Approval of 79% stipend for the month of July for confidential employees

District recommends approval of the 79% stipend for confidential employees.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

9.10 Approval of the Formation of a Citizen's Advisory Committee and Approval of Board Policy 7310 Naming of Facilities

Staff recommends approval of the formation of the Citizens Advisory Committee with the addition of two middle school representatives. The committee will review the Board Policy and bring recommendations at a later time.

Motion by Kristine Anderson, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Casandra Bautista, Kristine Anderson

10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as presented.

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

10.2 Approval of the August Personnel Report

- 10.3 Approval of the Minutes of the Special Board Meeting of June 29, 2021
- 10.4 Approval of the Minutes of the Regular Board Meeting of June 30, 2021
- 10.5 Approval of the Minutes of the Special Board Meeting of August 4, 2021
- 10.6 Ratification of the Commercial Warrant for June 18, 2021 through August 5, 2021.
- 10.7 Approval of the Lease Agreement with First 5 for space at OSFS for the 2021/2022 school year.
- 10.8 Approval of Newsela Subscription Agreement for 2021-2022 school year.
- 10.9 Child Care Service Contract with YMCA
- 10.10 Approval of the MOU between Rio School District and Ventura County Office of Education K12 Strong Workforce Program.
- 10.11 VCOE and Rio Plaza Dual Immersion Professional Development MOU
- 10.12 VCOE and Rio Plaza Dual Immersion Summer Professional Development 2021-2022 MOU.
- 10.13 Approval of the Revised Contract with MICOP" Mixteco Indigena Organization Project 2021/2022
- 10.14 Contract for Social Emotional Service Specialist for the 2021-2022 School Year.
- 10.15 Contract for Occupational Therapy Services with Ventura County SELPA for the 2021-2022 School Year.
- 10.16 Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services for the 2021-2022 School Year
- 10.17 Contract with EBS for Speech and Language Services Agreement.
Resolution: Staff recommends approval of the Contract with EBS for Speech and Language
- 10.18 Contract with County for Para Educator Support for the 2021-2022 School Year.
- 10.19 Maxim Heath Care Services Agreement for the 2021-2022 School Year.
- 10.20 Approval of the 2021/2022 Consolidated Application for Funding
- 10.21 Approval of Resolution No. 21/22-02 for the Notice of Completion of Project 21-03L, Modular Classroom Building Electrical Service at RDV by Taft Electric Company

10.22 Approval of Resolution No. 21/22-01 for the Notice of Completion of Project 19-0068-015, Bid Package #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing, and Door Hardware at Rio Del Sol, Building C by Best Contracting Services, Inc.

10.23 Approval of Change Order #1 from EJS Construction, Inc. for the replacement of the cabling to the Fire Alarm System at Rio Del Norte.

10.24 Approval of three CREDIT Change Orders 7.2, 7.3, and 7.4 from Best Contracting for services at Rio Del Sol, Building C project.

11. Organizational Business

11.1 Future Items for Discussion

Trustee Torres requested an update on the After School Programs. Trustee Anderson requested an update on the Technology Plan. Trustee Armas requested an update on legal counsel expenses.

11.2 Future Meeting Dates: August 28, 2021, September 1, 2021 (Special Board Meetings), September 15, 2021

12. Adjournment

12.1 Adjournment

President Bautista adjourned the meeting at 9:21 p.m.

Approved on this 15th day of September, 2021.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.3



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.3 Approval of Minutes of the Special Board Meeting of September 1, 2021

Access Public

Type Minutes

Minutes [View Minutes for Sep 1, 2021 - Rio School District Special Board Meeting](#)

Public Content

Speaker:

Rationale:

[MinSpec090121.pdf \(47 KB\)](#)

Administrative Content

Executive Content



**Rio School District
Minutes
Special Board Meeting
September 1, 2021
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Open Session: 5:00 p.m.**

Members present

Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista

1. Preliminary Business

1.1 Pledge of Allegiance

President Bautista called the meeting to order at 5:03 p.m.

President Bautista led the flag salute.

1.2 Roll Call

Trustee Torres called the roll, Trustee Anderson was absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections, additions or modifications.

2.2 Approval of the Agenda

Staff recommends approval as presented.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Casandra Bautista

3. Open Session 5:00 pm

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

There were no public comments.

4. Information/Action

4.1 Facilities Master Planning Session

Superintendent Puglisi and Mr. Wael Saleh, Assistant Superintendent of Business Services, presented update to the board which included the following:

1. Rose Ave North Campus Expansion
2. Rose Ave South Campus Expansion
3. District Vehicle Relocation Plans
4. District Demographics/Enrollment Justification Study
5. Current Construction projects
6. HVAC updates
7. Projected new funding timeline

Discussion among the board and staff continued. Dr. Joel Kirschenstein, district consultant along with Susan Cooper and Tanner Shelton, Jenson reps. assisted in presenting the information. More information will be forthcoming.

5. Adjournment

5.1 Adjournment

President Bautista adjourned the meeting at 7:04 p.m.

Approved on this 15th day of September , 2021.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.4



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Approval of the September Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Recommended Action	It is recommended that the board take action to approve the September 15, 2021 Personnel Report as presented.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

PERS Report - September 15, 2021.pdf (67 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
September 15, 2021

Certificated Personnel Report

Certificated Involuntary Transfer:

Lapiad, Leif, 4th grade Rio Lindo (1.0 FTE) To 4th grade Rio del Norte (1.0 FTE)
Juarez, Sarah, TK Rio Lindo (1.0 FTE) To TK Rio del Norte (1.0 FTE)

Certificated Ratification of Employment:

Barragan, Veronica, School Counselor Rio Lindo (1.0 FTE), effective 08/18/2021
Biban, Myriah, School Counselor Rio del Norte (1.0 FTE), effective 08/18/2021

Classified Personnel Report

Classified Involuntary Transfer:

Mendez, Gregory, from Instructional Assistant/SPED, (5.75)hrs, Rio Del Norte to Instructional Assistant/SPED, (5.75)hrs, Rio Plaza effective 8/25/21

Classified Leave of Absence:

Del Toro, Adriana, Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 8/25/21 - 9/30/21
Fernandez, Lusía, Library Clerk, (8) hours, Rio Real, effective 9/13/21- 2/28/22

Classified Promotion:

Martinez, Oscar, from Custodian, (8) hours, Rio Del Mar to Bus Driver/Maintenance, (8) hours, MOT, effective 8/25/21
Mendoza, Ryan, from Instructional Assistant/SPED, (4.25)hrs, to Instructional Assistant/SPED, (5.75)hrs, Rio Rosales effective 8/25/21
Murphy, Hannah, from Campus Supervision Assistant, (5.75)hrs, Rio Del Sol to Instructional Assistant/SPED, (5.75)hrs, Rio Vista, effective 8/25/21

Classified Ratification of Employment:

Ceron, Jocelin, Instructional Assistant/SPED, (5.75) hours, Rio Plaza, effective 8/25/21
Cologna, Donna, Instructional Assistant/SPED, (5.75) hours, Rio Plaza, effective 8/25/21
Eidolon, Anti, Instructional Assistant/SPED, (5.75) hours, Rio Rosales, effective 8/25/21
Garcia, Baez Ruth, Food Service Worker I, (2) hours, & Food Service Worker I, (2) hours, Rio Plaza, effective 8/25/21
Gomez, Dulce, Campus Supervision Assistant, (4.5) hours, Rio Del Mar, effective 8/25/21
Gonzales-Acevedo, Marina, Library Clerk/Elementary, (8) hours, Rio Plaza, effective 8/25/21
Hernandez, Maria, Food Service Worker I, (2.5) hours, & Food Service Worker I, (3) hours, Rio Real, effective 8/25/21
Landeros, Sonia, Food Service Worker I, (3) hours, Rio Real, effective 8/25/21
Mendez, Nancy, Campus Supervision Assistant, (4.75) hours, Rio Lindo, effective 8/25/21
Mendoza, Brenda, Campus Supervision, Assistant, (3.25) hours, Rio Del Mar, effective 8/25/21
Moreno, Guadalupe, Food Service Worker I, (4) hours, Rio Rosales, effective 8/25/21
Nungaray, Lourdes, Food Service Worker I, (4.25) hours, Rio Plaza, effective 8/25/21
Vela Vitela, Daniela, Library Clerk/Secondary, (8) hours, Rio Del Valle, effective 8/25/21
Zarate, Israel, Instructional Assistant/SPED, (5.75) hours, Rio Rosales, effective 8/25/21

Classified Resignation:

Morales, Priscilla, from Instructional Assistant/SPED, (5.75) hours, Rio Plaza, effective 8/27/21

Classroom Voluntary Transfers:

Barroso, Marlaena, from Instructional Assistant/SPED, (5.75)hrs, Rio Del Mar to Instructional Assistant/SPED, (5.75)hrs, Rio Lindo effective 8/25/21

Gordon, Karin, from Instructional Assistant/SPED, (5.75)hrs, Rio Plaza to Instructional Assistant/SPED, (5.75)hrs, Rio Rosales effective 8/25/21

Short Term Employment:

- Ahmed, Yasmin, LST program, (2.5) hours, effective 8/25/21
- Baez, Edgar, LST program, (5.75) hours, effective 8/25/21
- Eskridge, Susan, LST program, (5.75) hours, effective 8/25/21
- Gomez, Rocio, LST program, (5.75) hours, effective 8/25/21
- Gomez, Roger, LST program, (5.75) hours, effective 8/25/21
- Gonzales, Carmela, LST program, (5.75) hours, effective 8/25/21
- Gonzales, Chris, LST program, (5.75) hours, effective 8/25/21
- Guadalupe, Alcalá, Rocio, LST program, (5.75) hours, effective 8/25/21
- Frankowiak, Shawna, LST program, (5.75) hours, effective 8/25/21
- Jauregui, Nelly, LST program, (5.75) hours, effective 8/25/21
- Jauregui, Teresa, LST program, (5.75) hours, effective 8/25/21
- Rabelo, Liliana, LST program, (5.75) hours, effective 8/25/21
- Torres, Laura, LST program, (5.75) hours, effective 8/25/21
- Wimont, Unabette, LST program, (5.75) hours, effective 8/25/21

10.5



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Ratification of the Commercial Warrant for August 06, 2021, through September 1, 2021.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	3,427,714.43
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period August 6, 2021 through September 1, 2021.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,427,714.43 which includes processing payments for all funds of the District in the following amounts for the period August 06, 2021 through September 1, 2021.

Fund 010	General Fund	\$1,429,288.87
Fund 130	Cafeteria Fund	\$59,707.06
Fund 140	Deferred Maintenance Fund	\$965.00
Fund 212	Building Fund Measure L	\$507,374.33
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$1,394,190.50
Fund 252	Capital Facilities Commercial	\$20,547.64
Fund 490	Capital Projects Fund for Blen	<u>\$15,641.03</u>
Total		\$3,427,714.43
Less Unpaid Tax Liability		<u>-\$0-</u>
Total:		\$3,427,714.43

Commercial Warrant.pdf (351 KB)

Administrative Content

Executive Content

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Board Report

Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041701	08/09/2021	SAGE PUBLICATIONS INC.	010-4200	187.80	
5009041727	08/10/2021	Gary Robinson DBA Tribal Eye Productions	010-4200	2,149.00	
5009041763	08/13/2021	Houghton Mifflin Harcourt/HM Receivables	010-4200	3,210.31	
5009041819	08/17/2021	AMAZON CAPITAL SERVICES	010-4200	41.78	
5009041854	08/19/2021	AMAZON CAPITAL SERVICES	010-4200	444.59	
5009041875	08/19/2021	PERMA BOUND	010-4200	10,570.38	
5009041686	08/09/2021	Fleming, Mary K	010-4300	23.11	
5009041688	08/09/2021	ALLIED 100	010-4300	2,507.76	
5009041689	08/09/2021	AMAZON CAPITAL SERVICES	010-4300	5,286.94	
5009041696	08/09/2021	BARON INDUSTRIES	010-4300	59.73	
5009041697	08/09/2021	Blick Art Materials	010-4300	3.49	
5009041712	08/09/2021	HOME DEPOT CREDIT SERVICES	010-4300	1,163.70	
5009041718	08/09/2021	OFFICE DEPOT	010-4300	13,690.08	
5009041721	08/10/2021	Ignacio Mendoza	010-4300	1,062.69	
5009041722	08/10/2021	MHS	010-4300	1,077.50	
5009041724	08/10/2021	SC FUELS	010-4300	1,241.06	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	010-4300	7,144.17	
5009041731	08/13/2021	Hernandez, Maria M	010-4300	249.02	
5009041732	08/13/2021	Martinez-Casta, Lisa	010-4300	31.09	
5009041733	08/13/2021	Parks, Heather	010-4300	45.24	
5009041734	08/13/2021	Rojas, Heriberto	010-4300	75.81	
5009041735	08/13/2021	Maria, Julie E	010-4300	17.47	
5009041736	08/13/2021	Nesen, Joanna C	010-4300	18.43	
5009041740	08/13/2021	AMAZON CAPITAL SERVICES	010-4300	781.02	
5009041742	08/13/2021	Aswell Trophy	010-4300	1,678.76	
5009041749	08/13/2021	COASTAL-PIPCO	010-4300	1,263.85	
5009041758	08/13/2021	GOPHER SPORTS	010-4300	3,426.08	
5009041761	08/13/2021	Hayes Graphics	010-4300	42.90	
5009041765	08/13/2021	Human Relations Media	010-4300	3.30	
5009041768	08/13/2021	JOHNSTONE SUPPLY	010-4300	95.33	
5009041770	08/13/2021	Kimball Midwest	010-4300	1,136.07	
5009041772	08/13/2021	LAKESHORE	010-4300	3,648.53	
5009041778	08/13/2021	OFFICE DEPOT	010-4300	1,439.12	
5009041779	08/13/2021	POSITIVE PROMOTIONS	010-4300	373.44	
5009041780	08/13/2021	SCHOOL NURSE SUPPLY, INC.	010-4300	235.95	
5009041791	08/16/2021	Young, Katy	010-4300	128.17	
5009041792	08/16/2021	Aswell Trophy	010-4300	2,014.57	
5009041794	08/16/2021	Heather Parks/RDV	010-4300	600.09	
5009041796	08/16/2021	LAKESHORE	010-4300	252.71	
5009041802	08/16/2021	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	486.00	
5009041811	08/16/2021	Riverside Insights	010-4300	1,719.03	
5009041814	08/16/2021	SCHOOL SPECIALTY, LLC	010-4300	233.34	
5009041819	08/17/2021	AMAZON CAPITAL SERVICES	010-4300	6,762.80	

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Board Report

Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041822	08/17/2021	SC FUELS	010-4300	1,070.83	
5009041832	08/19/2021	Preciado, Sheryl	010-4300	24.89	
5009041854	08/19/2021	AMAZON CAPITAL SERVICES	010-4300	5,897.73	
5009041855	08/19/2021	BARON INDUSTRIES	010-4300	90.15	
5009041857	08/19/2021	SCHOOL SPECIALTY, LLC	010-4300	1,544.03	
5009041858	08/19/2021	CREATIVE BUS SALES	010-4300	112.48	
5009041862	08/19/2021	Jostens	010-4300	11.36	
5009041866	08/19/2021	LAKESHORE	010-4300	917.93	
5009041868	08/19/2021	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	472.50	
5009041869	08/19/2021	O'Reilly Auto Parts	010-4300	588.92	
5009041870	08/19/2021	Open Up Resources	010-4300	4,373.23	
5009041871	08/19/2021	OTC BRANDS, INC.	010-4300	43.68	
5009041873	08/19/2021	PAR Inc	010-4300	884.20	
5009041874	08/19/2021	NCS PEARSON, INC.	010-4300	2.30	
5009041876	08/19/2021	PRAXAIR DISTRIBUTION INC	010-4300	108.86	
5009041878	08/19/2021	PRO-ED, INC	010-4300	332.20	
5009041882	08/19/2021	School Datebooks, Inc.	010-4300	235.39	
5009041884	08/19/2021	SOS Survival Products	010-4300	164.25	
5009041886	08/19/2021	VC Metals Inc	010-4300	385.12	
5009041888	08/19/2021	Western Psychological Services	010-4300	719.85	
5009041890	08/30/2021	B & H Foto Electronics Corp	010-4300	1,130.43	
5009041899	08/31/2021	Mosqueda, Margarita	010-4300	144.71	
5009041901	08/31/2021	Emery, Ryan	010-4300	254.68	
5009041902	08/31/2021	Gray, Ethan T	010-4300	765.86	
5009041909	08/31/2021	Bus West	010-4300	596.95	
5009041911	08/31/2021	CREATIVE BUS SALES	010-4300	739.51	
5009041917	08/31/2021	FERGUSON ENTERPRISES # 1350	010-4300	212.16	
5009041921	08/31/2021	Grainger	010-4300	1,621.67	
5009041759	08/13/2021	Grainger	010-4325	1,268.83	
5009041764	08/13/2021	House Sanitary Supply	010-4325	8,630.62	
5009041860	08/19/2021	House Sanitary Supply	010-4325	1,939.58	
5009041924	08/31/2021	House Sanitary Supply	010-4325	1,847.20	
5009041708	08/09/2021	Ewing Irrigation Products Inc	010-4360	1,595.51	
5009041724	08/10/2021	SC FUELS	010-4360	263.58	
5009041754	08/13/2021	Ewing Irrigation Products Inc	010-4360	181.42	
5009041760	08/13/2021	Green Thumb Nursery	010-4360	93.99	
5009041788	08/13/2021	YAMA LAWNMOWER REPAIR	010-4360	54.61	
5009041822	08/17/2021	SC FUELS	010-4360	141.71	
5009041883	08/19/2021	Smith Pipe & Supply	010-4360	886.52	
5009041916	08/31/2021	Ewing Irrigation Products Inc	010-4360	1,684.97	
5009041923	08/31/2021	Green Thumb Nursery	010-4360	727.51	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	010-4400	3,134.16	
5009041819	08/17/2021	AMAZON CAPITAL SERVICES	010-4400	768.58	
5009041737	08/13/2021	360 Degree Customer Inc.	010-5100	22,138.09	

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Board Report

Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041790	08/13/2021	360 Degree Customer Inc.	010-5100	6,014.00	
5009041907	08/31/2021	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	81,973.34	
5009041695	08/09/2021	Atkinson, Andelson, Loya, Ruud & Romo	010-5200	169.00	
5009041892	08/30/2021	CPI	010-5200	1,999.50	
5009041910	08/31/2021	CASH	010-5200	1,156.00	
5009041919	08/31/2021	FOUNDATION FOR EDUCATIONAL ADMINISTRATION	010-5200	549.00	
5009041692	08/09/2021	ASCD	010-5300	239.00	
5009041879	08/19/2021	Rotary Club	010-5300	400.00	
5009041799	08/16/2021	MWG MESTMAKER & ASSOCIATES	010-5450	160.00	
5009041894	08/30/2021	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5450	302,645.50	
5009041706	08/09/2021	SOUTHERN CALIF. EDISON	010-5520	32,492.74	
5009041753	08/13/2021	SOUTHERN CALIF. EDISON	010-5520	10,586.82	
5009041711	08/09/2021	THE GAS COMPANY	010-5530	640.19	
5009041757	08/13/2021	THE GAS COMPANY	010-5530	133.91	
5009041690	08/09/2021	APPLIED BACKFLOW TECHNOLOGIES	010-5540	304.00	
5009041698	08/09/2021	California American Water	010-5540	308.51	
5009041699	08/09/2021	CITY OF OXNARD	010-5540	16,918.49	
5009041728	08/10/2021	UNITED WATER CONSERVATION DIST	010-5540	1,936.99	
5009041747	08/13/2021	CITY OF OXNARD	010-5540	10,149.93	
5009041891	08/30/2021	CITY OF OXNARD	010-5540	6,692.51	
5009041702	08/09/2021	De Lage Landen Financial Servi ces, Inc.	010-5600	206.48	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	010-5600	3,295.57	
5009041787	08/13/2021	XEROX CORPORATION	010-5600	279.54	
5009041813	08/16/2021	Security Self Storage	010-5600	232.00	
5009041912	08/31/2021	De Lage Landen Financial Servi ces, Inc.	010-5600	65.01	
5009041777	08/13/2021	MJP COMPUTERS	010-5610	261.36	
5009041885	08/19/2021	TENNANT SALES AND SERVICE CO.	010-5610	279.24	
5009041922	08/31/2021	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009041716	08/09/2021	KONICA MINOLTA PREMIER FINANCE	010-5612	3,997.67	
5009041786	08/13/2021	XEROX CORPORATION	010-5612	4,718.28	
5009041877	08/19/2021	PRINTECH	010-5612	13,475.00	
5009041928	08/31/2021	KONICA MINOLTA PREMIER FINANCE	010-5612	6,480.70	
5009041920	08/31/2021	John Gosnell DBA Gforce Printing	010-5616	27,740.55	
5009041705	08/09/2021	DURBIANO FIRE EQUIPMENT, INC.	010-5620	2,256.56	
5009041803	08/16/2021	Overhead Door	010-5620	200.00	
5009041804	08/16/2021	CITY OF OXNARD OXNARD FIRE DEPARTMENT	010-5620	1,473.00	

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Board Report

Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041810	08/16/2021	Kevin Cluff dba Restoration Hardwood	010-5620	7,995.00	
5009041738	08/13/2021	Airgas	010-5630	52.87	
5009041755	08/13/2021	Fence Factory	010-5630	196.66	
5009041687	08/09/2021	Abundance Internet Inc.	010-5800	1,549.85	
5009041700	08/09/2021	Code3Life	010-5800	2,125.00	
5009041713	08/09/2021	Homero Chavez	010-5800	1,408.00	
5009041714	08/09/2021	Ike's Pump & Drilling, Inc	010-5800	150.00	
5009041725	08/10/2021	Ventura County SELPA	010-5800	4,483.69	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	010-5800	1,019.91	
5009041730	08/10/2021	Ventura County Office of Education Business	010-5800	1,287.73	
5009041739	08/13/2021	All Languages Interpreting	010-5800	700.00	
5009041748	08/13/2021	Stephen Clark	010-5800	1,600.00	
5009041750	08/13/2021	Code3Life	010-5800	2,380.00	
5009041751	08/13/2021	Office of the District Attorney	010-5800	6,208.32	
5009041763	08/13/2021	Houghton Mifflin Harcourt/HM Receivables	010-5800	12,675.00	
5009041766	08/13/2021	Ike's Pump & Drilling, Inc	010-5800	6,407.82	
5009041767	08/13/2021	John Tracy Center	010-5800	875.00	
5009041775	08/13/2021	Live Scan Ventura	010-5800	520.00	
5009041784	08/13/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	460.00	
5009041785	08/13/2021	Wonder Media, LLC	010-5800	37,000.00	
5009041789	08/13/2021	Dr. Elizabeth Yeager	010-5800	750.00	
5009041797	08/16/2021	LEARNING A-Z	010-5800	28,500.00	
5009041801	08/16/2021	Mybinding	010-5800	1,098.00	
5009041808	08/16/2021	PowerSchool	010-5800	7,793.76	
5009041812	08/16/2021	SAN JOAQUIN COUNTY OF EDUCATIO COUNTY SCHOOL SERVICE FUND	010-5800	1,272.25	
5009041819	08/17/2021	AMAZON CAPITAL SERVICES	010-5800	1,340.00	
5009041827	08/19/2021	Mendez, Adeline	010-5800	375.00	
5009041849	08/19/2021	Saleh, Wael A	010-5800	45.00	
5009041853	08/19/2021	Amazon Web Services	010-5800	192.91	
5009041859	08/19/2021	Maria Laura Hendrix	010-5800	4,000.00	
5009041861	08/19/2021	Ike's Pump & Drilling, Inc	010-5800	6,407.81	
5009041867	08/19/2021	Michelle Reyes	010-5800	840.00	
5009041872	08/19/2021	Oxnard False Alarm Reduction	010-5800	25.00	
5009041887	08/19/2021	Ventura County Office of Education Business	010-5800	1,254.68	
5009041895	08/30/2021	Victor A. Sepulveda	010-5800	700.00	
5009041896	08/30/2021	Ventura County Office of Education Business	010-5800	60,440.00	
5009041903	08/31/2021	Godoy, Carlo	010-5800	969.17	
5009041904	08/31/2021	Amplified IT	010-5800	12,840.00	
5009041908	08/31/2021	Brenda Bravo	010-5800	1,290.00	

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Board Report

Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041913	08/31/2021	Diligent Corp	010-5800	12,000.00	
5009041915	08/31/2021	Ellevation Inc.	010-5800	25,321.25	
5009041918	08/31/2021	FGL Environmental	010-5800	84.00	
5009041925	08/31/2021	Karuna Consulting, LLC	010-5800	5,000.00	
5009041927	08/31/2021	Kelly Cleaning Supplies	010-5800	1,092.00	
5009041929	08/31/2021	Rio School District	010-5800	800.00	
5009041893	08/30/2021	Myers, Widders, Gibson, Jones	010-5802	666.00	
5009041693	08/09/2021	AT&T	010-5900	68.74	
5009041694	08/09/2021	AT&T	010-5900	216.89	
5009041709	08/09/2021	Frontier Communications	010-5900	349.29	
5009041743	08/13/2021	AT&T	010-5900	4,323.80	
5009041744	08/13/2021	AT&T	010-5900	2,148.17	
5009041793	08/16/2021	FEDEX	010-5900	55.41	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	010-5915	1,035.00	
5009041783	08/13/2021	VERIZON WIRELESS	010-5920	412.23	
5009041762	08/13/2021	HERALD PRINTING LTD. PRECISION GRAPHIC SOLUTIONS	010-9320	2,271.62	
5009041689	08/09/2021	AMAZON CAPITAL SERVICES	010-9510	615.14	
5009041697	08/09/2021	Blick Art Materials	010-9510	416.55	
5009041703	08/09/2021	Discount School Supply	010-9510	1,263.43	
5009041710	08/09/2021	FunFlicks Inc	010-9510	2,106.48	
5009041718	08/09/2021	OFFICE DEPOT	010-9510	6,203.82	
5009041725	08/10/2021	Ventura County SELPA	010-9510	41,355.83	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	010-9510	5,678.06	
5009041737	08/13/2021	360 Degree Customer Inc.	010-9510	177,857.01	
5009041742	08/13/2021	Aswell Trophy	010-9510	120.18	
5009041745	08/13/2021	CDTF	010-9510	898.00	
5009041746	08/13/2021	Children's Therapy Network Inc	010-9510	255.00	
5009041765	08/13/2021	Human Relations Media	010-9510	480.59	
5009041769	08/13/2021	Jostens	010-9510	3,190.10	
5009041772	08/13/2021	LAKESHORE	010-9510	50.00	
5009041778	08/13/2021	OFFICE DEPOT	010-9510	2,004.60	
5009041795	08/16/2021	Houghton Mifflin Harcourt/HM Receivables	010-9510	19,177.17	
5009041800	08/16/2021	MJP COMPUTERS	010-9510	3,710.75	
5009041805	08/16/2021	Oxnard Union High School District	010-9510	48,222.78	
5009041807	08/16/2021	PERMA BOUND	010-9510	3,435.40	
5009041816	08/16/2021	UCSB MESA/OEP	010-9510	30,000.00	
5009041817	08/16/2021	Ventura County Office of Education Business	010-9510	83,243.00	
5009041819	08/17/2021	AMAZON CAPITAL SERVICES	010-9510	536.27	
5009041820	08/17/2021	Haynes Education Center (NPS) Star Academy	010-9510	488.75	
5009041821	08/17/2021	LAKESHORE	010-9510	50.00	
5009041854	08/19/2021	AMAZON CAPITAL SERVICES	010-9510	6,933.55	

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Board Report

Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041859	08/19/2021	Maria Laura Hendrix	010-9510	850.00	
5009041862	08/19/2021	Joslens	010-9510	7,778.60	
5009041871	08/19/2021	OTC BRANDS, INC.	010-9510	366.74	
5009041875	08/19/2021	PERMA BOUND	010-9510	10,710.53	
5009041906	08/31/2021	BOOKSOURCE	010-9510	3,988.24	
5009041889	08/30/2021	Estate of Leah Germany	010-9516	321.06	
5009041930	08/31/2021	Tax Deferred Services Corporate Office Suite 209	010-9539	5,780.00	
5009041756	08/13/2021	FERGUSON FACILITIES SUPPLY	Cancelled		212.16 *
5009041771	08/13/2021	KONICA MINOLTA PREMIER FINANCE	Cancelled		1,095.12 *
5009041815	08/16/2021	Spotify USA, Inc	Cancelled		2,853.50 *
5009041880	08/19/2021	Savvas Learning Company	Cancelled		8,467.89 *
Cancel	4	12,628.67	Total Number of Checks	187	1,429,288.87
5009041718	08/09/2021	OFFICE DEPOT	130-4300	664.57	
5009041724	08/10/2021	SC FUELS	130-4300	195.93	
5009041905	08/31/2021	Aswell Trophy	130-4300	10.93	
5009041823	08/19/2021	Drennon, Marta J	130-4305	150.00	
5009041824	08/19/2021	Bauer, Tamara L	130-4305	160.00	
5009041825	08/19/2021	Barajas, Cindy	130-4305	150.00	
5009041826	08/19/2021	Velasquez, Kathleen D	130-4305	150.00	
5009041828	08/19/2021	Anderson, Mutsuko Y	130-4305	150.00	
5009041829	08/19/2021	Varela, Stephanie S	130-4305	150.00	
5009041830	08/19/2021	Sanchez, Bellinda	130-4305	150.00	
5009041831	08/19/2021	Heller, Dulce M	130-4305	150.00	
5009041833	08/19/2021	Vargas, Elodia M	130-4305	150.00	
5009041834	08/19/2021	Henschel, Brandon M	130-4305	150.00	
5009041835	08/19/2021	Mendez, Candelaria	130-4305	150.00	
5009041836	08/19/2021	Aguilera, Elizabeth M	130-4305	150.00	
5009041837	08/19/2021	Bullock, Yolanda M	130-4305	150.00	
5009041838	08/19/2021	Williams, Rose M	130-4305	150.00	
5009041839	08/19/2021	Lara Moreno, Justina L	130-4305	150.00	
5009041840	08/19/2021	Perez, Noella J	130-4305	150.00	
5009041841	08/19/2021	Alfaro, Maria	130-4305	150.00	
5009041842	08/19/2021	Martinez, Veronica	130-4305	150.00	
5009041843	08/19/2021	Rugerio, Mari	130-4305	150.00	
5009041844	08/19/2021	Gomez, Abigail J	130-4305	150.00	
5009041845	08/19/2021	Young, Brenda S	130-4305	150.00	
5009041846	08/19/2021	Flores, Xochitl A	130-4305	150.00	
5009041847	08/19/2021	Alvarado, Janet	130-4305	150.00	
5009041848	08/19/2021	Ahmed, Yasmin	130-4305	150.00	
5009041850	08/19/2021	Jasso, Norma M	130-4305	150.00	
5009041851	08/19/2021	Barragan, Teresita P	130-4305	150.00	
5009041852	08/19/2021	Mora, Lorena	130-4305	150.00	
5009041704	08/09/2021	Driftwood Dairy, Inc.	130-4710	3,382.50	

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

ESCAPE ONLINE

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ReqPay12a

Board Report

Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041717	08/09/2021	Laubacher Farms, inc	130-4710	2,160.00	
5009041720	08/09/2021	THE BERRY MAN, INC.	130-4710	28,905.45	
5009041752	08/13/2021	Driftwood Dairy, Inc.	130-4710	1,740.07	
5009041773	08/13/2021	Laubacher Farms, inc	130-4710	1,836.00	
5009041781	08/13/2021	SYSCO VENTURA, INC.	130-4710	10,807.73	
5009041782	08/13/2021	THE BERRY MAN, INC.	130-4710	3,388.55	
5009041900	08/31/2021	Bullock, Yolanda M	130-5200	3.36	
5009041809	08/16/2021	Puretec Industrial Water	130-5600	192.00	
5009041786	08/13/2021	XEROX CORPORATION	130-5612	159.43	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	130-5800	158.25	
5009041744	08/13/2021	AT&T	130-5900	17.09	
5009041897	08/31/2021	MOLLY KRILL	130-8634	191.00	
5009041898	08/31/2021	RENE HERNANDEZ	130-8634	25.00	
5009041729	08/10/2021	U.S. Bank Corporate Payment Systems	130-9510	64.96	
5009041818	08/16/2021	Ventura County Star	130-9510	1,754.24	
			Total Number of Checks	45	59,707.06
5009041856	08/19/2021	Channel Islands Roofing, Inc.	140-5800	965.00	
			Total Number of Checks	1	965.00
5009041818	08/16/2021	Ventura County Star	212-5800	1,672.88	
5009041864	08/19/2021	KBZ Architects	212-6101	25,525.00	
5009041707	08/09/2021	EJS Construction, Inc	212-6202	420,777.00	
5009041726	08/10/2021	Tech-Wall	212-6202	4,333.00	
5009041776	08/13/2021	M/M Mechanical Inc.	212-6202	5,162.00	
5009041798	08/16/2021	M/M Mechanical Inc.	212-6202	10,744.00	
5009041864	08/19/2021	KBZ Architects	212-6219	17,628.00	
5009041926	08/31/2021	KBZ Architects	212-6219	3,550.00	
5009041723	08/10/2021	Rio School District	212-6220	2,347.50	
5009041864	08/19/2021	KBZ Architects	212-6220	514.95	
5009041865	08/19/2021	KENCO CONSTRUCTION SERVICES	212-6245	7,380.00	
				212-6290	7,740.00
			Total Number of Checks	9	507,374.33
5009041774	08/13/2021	Lawyers Title	251-6200	1,394,190.50	
			Total Number of Checks	1	1,394,190.50
5009041881	08/19/2021	SC FUELS	252-4300	37.15	
5009041691	08/09/2021	ARC	252-5800	2,653.48	
5009041715	08/09/2021	JENSEN DESIGN & SURVEY	252-5800	11,128.75	
5009041741	08/13/2021	ARC	252-5800	431.61	
5009041881	08/19/2021	SC FUELS	252-9510	6,296.65	
			Total Number of Checks	4	20,547.64

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

ESCAPE ONLINE

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Checks Dated 08/06/2021 through 09/01/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009041806	08/16/2021	Pacific West Communities, Inc	490-5600	7,500.00	
5009041719	08/09/2021	David Taussig & Assoc. Inc	490-5800	4,791.30	
5009041914	08/31/2021	DTA	490-5800	2,855.37	
5009041863	08/19/2021	K & Z Cabinet Cpo. Inc.	490-9510	494.36	
Total Number of Checks			4	15,641.03	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	183	1,429,288.87
130	Cafeteria Fund	45	59,707.06
140	Deferred Maintenance Fund	1	965.00
212	Building Fund Measure L	9	507,374.33
251	CAPITAL FACILITIES - RESIDENTI	1	1,394,190.50
252	CAPITAL FACILITIES COMMERCIAL	4	20,547.64
490	Capital Projects Fund for Blen	4	15,641.03
Total Number of Checks		241	3,427,714.43
Less Unpaid Tax Liability			.00
Net (Check Amount)			3,427,714.43

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

ESCAPE ONLINE

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10.6



Agenda Item Details

Meeting Sep 15, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.6 Adoption of the GANN Limit/Resolution No. 21/22-03

Access Public

Type Action

Fiscal Impact No

Recommended Action Staff recommends approval of the GANN Limit Resolution 21/22-03

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Pursuant to the California Constitution, Article XIII-B, a public agency must establish a maximum appropriation limitation annually. Each year, an actual calculation is run for the previous fiscal year and an estimate is made on the current fiscal year.

The attached calculation shows the District's GANN Limit for the 2020/2021 fiscal year and a projected GANN Limit for the 2021/2022 fiscal year and does not require an increase in the limit. The calculation complies with the requirements of SB98 and AB198.

GANN REPORT 20-21.pdf (186 KB)

20-21-3 GANN Limit Resolution.pdf (199 KB)

Administrative Content

Executive Content

	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA	2019-20 Actual			2020-21 Actual		
(2019-20 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	36,709,752.87		36,709,752.87			38,147,568.90
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	5,119.95		5,119.95			5,128.93
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2019-20			Adjustments to 2020-21		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	2020-21 P2 Report			2021-22 P2 Estimate		
(2020-21 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)						
1. Total K-12 ADA (Form A, Line A6)	5,128.93		5,128.93	4,994.68		4,994.68
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			5,128.93			4,994.68
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2020-21 Actual			2021-22 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	73,204.98		73,204.98	70,648.00		70,648.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	9,718,418.77		9,718,418.77	9,218,845.00		9,218,845.00
5. Unsecured Roll Taxes (Object 8042)	225,806.85		225,806.85	225,807.00		225,807.00
6. Prior Years' Taxes (Object 8043)	34,474.41		34,474.41	34,474.00		34,474.00
7. Supplemental Taxes (Object 8044)	281,730.99		281,730.99	160,247.00		160,247.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	106,045.09		106,045.09	389,832.00		389,832.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,960,862.85		1,960,862.85	984,155.00		984,155.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8628) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	12,400,543.94	0.00	12,400,543.94	11,084,008.00	0.00	11,084,008.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	12,400,543.94	0.00	12,400,543.94	11,084,008.00	0.00	11,084,008.00

	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			541,617.00			511,953.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			541,617.00			511,953.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	40,730,928.00		40,730,928.00	44,062,307.00		44,062,307.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	95,179.00		95,179.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	40,826,107.00	0.00	40,826,107.00	44,062,307.00	0.00	44,062,307.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	73,302,945.77		73,302,945.77	71,676,832.00		71,676,832.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	67,393.15		67,393.15	50,000.00		50,000.00
APPROPRIATIONS LIMIT CALCULATIONS			2020-21 Actual	2021-22 Budget		
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			36,709,752.87			38,147,568.90
2. Inflation Adjustment			1.0373			1.0573
3. Program Population Adjustment (Lines B3 divided by {A2 plus A7}) (Round to four decimal places)			1.0018			0.9738
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			38,147,568.90			39,276,688.87
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			12,400,543.94			11,084,008.00
5. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			615,471.60			599,361.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			26,288,641.96			28,704,633.87
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			26,288,641.96			28,704,633.87
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by {Lines C27 minus C28} times {Lines D5 plus D6c})			35,602.74			27,774.96
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			12,436,146.68			11,111,782.96
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			26,253,039.22			28,676,858.91
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			12,436,146.68			
b. State Subventions (Line D8)			26,253,039.22			
c. Less: Excluded Appropriations (Line C23)			541,617.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			38,147,568.90			

RIO SCHOOL DISTRICT

RESOLUTION NO. 21/22-03 ADOPTION OF THE "GANN" LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2020-21 fiscal year and a projected Gann Limit for the 2021-22 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2020-21 and 2021-22 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2020-21 and 2021-22 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 15th day of September, 2021 by the following vote on roll call:

Cassandra Bautista
President of the Board of Trustees

Attest:

_____/_____
John Puglisi, Ph.D., Date
Superintendent

RESOLUTION FOR ADOPTING THE "GANN" LIMIT

(With Increase to Limit pursuant to G.C. 7902.1 [ONLY if line D10 {COE line D15} not zero])

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2020-21 fiscal year and a projected Gann Limit for the 2021-22 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

WHEREAS, Government Code Section 7902.1 provides that school districts may increase their Gann Limits under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2020-21 and 2021-22 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2020-21 and 2021-22 fiscal years include an increase of \$ _____ to the 2021-22 Gann Limit pursuant to the provisions of Government Code Section 7902.1;

AND BE IT FURTHER RESOLVED that the Superintendent notifies the Director of the State Department of Finance of the increase to the 2021-22 Gann Limit;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2020-21 and 2021-22 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

10.7

**Agenda Item Details**

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Local Agency Biennial Notice for 2021 regarding Conflicts of Interest
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended that the Board approve the 2021 Local Agency Biennial Notice regarding Conflicts of Interest.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

No amendments were required since the 2020 Local Agency Biennial Notice.

Local Biennial Notice.pdf (163 KB)

Administrative Content**Executive Content**

2021 Local Agency Biennial Notice

Name of Agency: Rio School District
Mailing Address: 1800 Solar Drive, 3rd Fl., Oxnard, CA 93030
Contact Person: Mary Orleans Phone No. 805-485-3111
Email: morleans@rioschools.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to: **E-Mail to: form700clerk@ventura.org**

or

**Mail to: Clerk of the Board of Supervisors
800 S. Victoria Avenue, L# 1920
Ventura, CA 93009-1920**

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

**CONFLICT OF INTEREST CODE
RIO SCHOOL DISTRICT**

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Rio School District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Rio School District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

APPROVED AND ADOPTED this __ day of _____, 2021:

By: _____

Print Name: Cassandra Bautista

Title: Board of Education, President

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])
5	Members of the Board of Trustees	Category 1	COB
1	Superintendent	Category 1	COB
1	Assistant Superintendent, Business Services	Category 1	AC
1	Assistant Superintendent, Educational Services	Category 2	AC
1	Director of Human Resources	Category 2	AC

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All *interests in real property*, including *interests in real property* held by *business entities* and trusts in which the public official holds a business position or has an *investment* or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which engage in land development, construction, or real property acquisition or sale

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which receive grants or other funding from or through the designated position's agency or department.

APPENDIX - DESIGNATING OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all "other officials who manage public investments," are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as "other officials who manage public investments," designates the agency's positions which qualify as such, and states the Filing Officer for each designated position.

APPLICABLE DEFINITIONS

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) "Other public officials who manage public investments" means.

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) "Public investments" means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) "Public moneys" means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) "Management of public investments" means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as "other officials who manage public investments" and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

10.8



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of the Outdoor Equity Program Grant Application
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

Outdoor Equity Grants Program (OEP) will increase the ability of residents in underserved communities, with an emphasis on students eligible for free or reduced-price meals, foster youth, and students of limited English proficiency, to participate in outdoor experiences at state parks and other public lands. OEP's focus is in providing funding for transportation, logistics, program operations, and capacity costs associated with reaching historically underserved urban and rural communities throughout California.

OEP grants will improve the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world.

Grant amounts range from \$20,000 to \$700,000 per community home base.

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.

RESOLUTION 2122/05

Approving the Application for

OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program;

NOW, THEREFORE, BE IT RESOLVED that the Rio School District Board of Trustees hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE Rio Real River Project; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and

2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criterion response, and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the Superintendent or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 15th day of September, 2021

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the Rio School District Board of Trustees following a roll call vote:

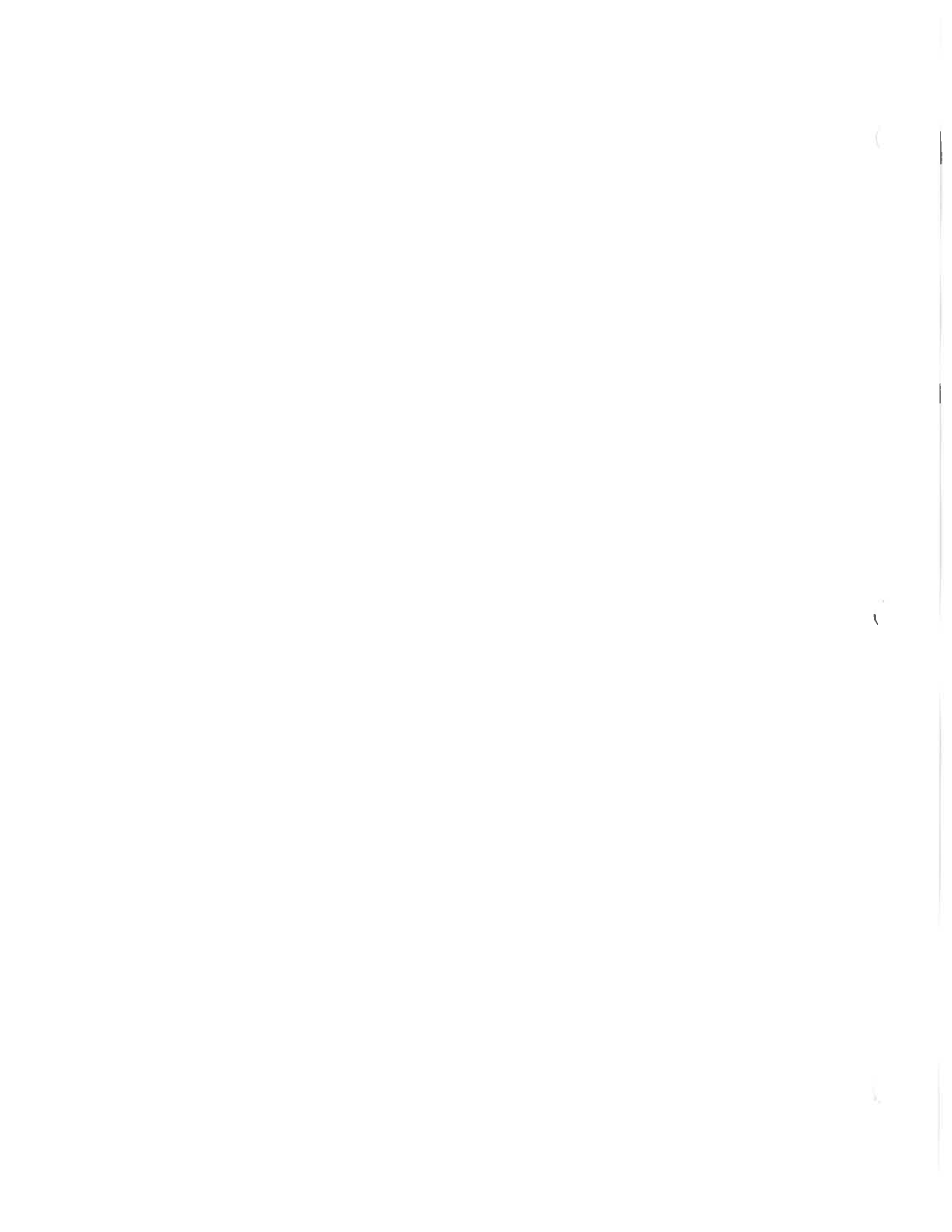
Ayes: _____

Noes: _____

Absent: _____

_____ (Clerk)

10.9





Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Ratification of Agreement for Courier Services between the Ventura County of Education and Rio School District for 2021/2022
Access	Public
Type	Action (Consent)
Dollar Amount	6,040.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board of Education approve the ratification of the Agreement for Courier Service provided by VCOE to the Rio School District for 2021/2022.

Public Content

Speaker:
Jael Saleh, Assistant Superintendent, Business Services

Rationale:

This contract is between VCOE and Rio School District for courier services they provided three times per week for the fiscal year 2021/2022. In order to send and receive current mail, it is necessary to have delivery and pick up services every other day.

VCOE COURIER SERVICE.pdf (24 KB)

Administrative Content

Executive Content

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**DISTRIBUTION
VCOE COURIER SERVICE 2021-22 COST PER DISTRICT**

27-May-21

DISTRICT	Annual Deliveries	Annual Cost
Conejo	156	8,053
Mates Charter School	52	2,684
Bridges Charter School	52	2,684
River Oaks Academy	52	2,684
Fillmore	156	8,053
Hueneme	156	8,053
Moorpark	156	8,053
Oak Park	156	8,053
Ocean View	156	8,053
Ojai	156	8,053
Oxnard	260	13,421
Oxnard High	156	6,040
CAPE Charter School	52	2,684
ACE Charter School	52	2,684
Pleasant Valley	156	8,053
Rio	156	6,040
Santa Paula Unified	260	13,421
Simi	156	8,053
VCSSFA	156	8,053
Briggs	52	2,684
Mesa	52	2,684
Mupu	52	2,684
Santa Clara	52	2,684
Somis	52	2,684
Vista Real Charter High School	52	2,684
Ventura Unified	260	13,421
Ventura Charter School	52	2,684
Total Ann.Deliveries / Mo. Chg.	3,276	165,081
NET DISTRICT COST	169,103	
Cost Per Delivery	\$ 51.62	

Annual Comparison		2021-22
Annual 3 time per week delivery		\$ 8,053
Monthly 3 time per week delivery		\$ 671
Annual 1 time per week delivery		\$ 2,684
Monthly 1 time per week delivery		\$ 224
Annual 5 times per week delivery		\$ 13,421
Monthly 5 times per week delivery		\$ 1,118

10.10



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Williams Quarterly Complaint Report for July 2021
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams quarterly complaint report for July 2021.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

rationale:

Education Code Section 35186 (d) requires a school district to report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

williams quarterly report July 2021 (1).pdf (25 KB)

Administrative Content

Executive Content

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Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2020-21

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: October 2020 (7/1/20 to 9/30/20)
 (check one) January 2021 (10/1/20 to 12/31/20)
 April 2021 (1/1/21 to 3/31/21)
 July 2021 (4/1/21 to 6/30/21)

Date for information to be reported publicly at governing board meeting: September 15, 2021

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
Totals	0	0	0

 Name of District Superintendent

 Signature of District Superintendent

10.11



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services for the 2021-2022 School Year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	105,000.00
Budgeted	Yes
Recommended Action	Staff recommends approval of the Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services for the 2021-2022 School Year.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Rio School District does not have a large enough need to fund any full time specialists in the areas of Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services. However, these services are required by law when appropriate to meet the needs of individual students living in the district and included in a pupil's individualized education plan. In order to meet these needs Rio contracts with Ventura County SELPA and pays a proportionate share of the salaries for the individuals based on the amount of time spent serving students in Rio for 2021-2022 school year.

Contracted specialists are held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their students' IEPs. Contracted specialists will attend regular district trainings in order to build rapport within the department and strengthen district special education programs. The estimated costs for these services is based on current number of students with these services identified in their IEP.

Ventura County SELPA APE, DHHS, OMS and PTS Agreement08062021113643.pdf (1,343 KB)

Administrative Content**Executive Content**

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Ventura County SELPA
AGREEMENT
ADAPTED PHYSICAL EDUCATION (APE) SPECIALIST
2021-2022

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

This is a ten month program, from September 1st-June 30th each year. SELPA staff are certificated employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

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

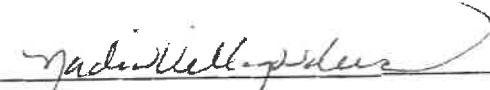
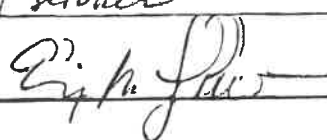
The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District.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

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

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

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

This agreement is in effect from September 1, 2021 through June 30, 2022.

District Administrator 
Title Director of Pupil Services Date 8/4/2021
SELPA Director  Date 4/26/21

Ventura County SELPA
AGREEMENT
DEAF/HARD OF HEARING (DHH) SPECIALIST
2021-2022

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

This is a ten month program, from September 1st-June 30th each year. SELPA staff are certificated employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

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


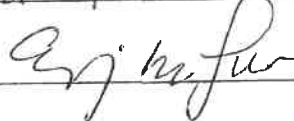
The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District.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

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

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

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

This agreement is in effect from September 1, 2021 through June 30, 2022.

District Administrator 
Title Director of Pupil Services Date 8/7/2021
SELPA Director  Date 4/26/21

Ventura County SELPA
AGREEMENT
ORIENTATION AND MOBILITY SPECIALIST
2021-2022

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

This is a ten month program, from September 1st-June 30th each year. SELPA staff are certificated employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

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

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

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

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

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

This agreement is in effect from September 1, 2021 through June 30, 2022.

District Administrator *Yakov Vellupidua*
Title *Director of Pupil Services* Date *8/7/2021*
SELPA Director *Eva M. Juve* Date *9/26/21*

Ventura County SELPA
AGREEMENT
PHYSICAL THERAPY SPECIALIST
2021-2022

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

This is an eleven month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

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

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

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

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

The District Special Education Director will receive a bi-yearly statement noting amount due. VCOE will bill the district directly, unless another account has been indicated by the District Special Education Director.

This agreement is in effect from September 1, 2021 through July 31, 2022.

District Administrator *Maria Velazquez*

Title *Director of Special Services* Date *8/4/2021*

SELPA Director *Erin Juet* Date *4/26/21*

10.12



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of the 2021-2022 Retired Administrators Contracts
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Fiscal Impact	Yes
Dollar Amount	75,000.00
Budgeted	Yes
Budget Source	General Fund and COVID Funds
Recommended Action	It is recommended the board take action to approve the retired administrator contracts for the 2021-2022 school year.

Goals

- Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
- Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 3-Create welcoming and safe environments where students attend and are connected to their school
- Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Each year we enter into an agreement/contracts with retired administrators who can come in and cover school sites in the event we have a site administrator or more than one administrator who has to be away from their campus for extended periods of time due to any of a variety of reasons including illness, family emergencies, school business and conferences, bereavement, jury duty, et

Having retired administrators available to us ensures that we are able to find some coverage in the event that any site administrator needs to be away from their school site if we are unable to find internal coverage with our existing administrative staff. We use them minimally and only as needed. The dollar amount for any single retired administrator shall not exceed \$25,000 to stay under the retiree CALSTRS earning cap.

Retired Administrator Mike Lorimer 9_3_21.doc (124 KB)

Retired Administrator Larry Misel 9_3_21.doc (124 KB)

Retired Administrator Tim Weir 9_3_21.doc (124 KB)

Administrative Content

Executive Content

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AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of September, 2021, by and between the RIO SCHOOL DISTRICT, 2500 Vineyard Avenue, Oxnard, CA 93036, hereinafter referred to as the "District" and Mike Lorimer, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the District is authorized by California Government Code, Section 530609, to contract with an independent contractor for the furnishing to the District of special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board in providing an enhanced instructional program and, in discharging its legal obligations, will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to enter into a fixed price contract, as follows:

1. **SCOPE OF WORK.** The Contractor will serve as a resource associate by consulting with and assisting the District in the matters listed as follows:

The Contractor will provide interim administrative support in educational leadership needed to plan, direct and manage the activities and operations of all K-8 schools including the supervision and evaluation of an assistant administrator, and certificated and classified personnel; budget administration; complex program management; and ensures the maintenance of the school site to promote a safe learning environment.

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of **\$612.08 per day**, on an as-needed basis. The contract shall begin on **August 1, 2021** and end on **June 30, 2022**. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. **EXPENSES.**

x A. The contractor will be not be reimbursed for travel or other expenses.

___ B. In addition to the specified compensation, travel and/or expenses will be reimbursed as follows:

Travel: Mileage at the rate of \$ 0 per mile up to the total of \$ 0.

Actual air fare (original receipts required) trips with prior written permission.

Other: List authorized expense, limits and maximum amounts (i.e., copies, telephone or fax charges).

3. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District, and that no liability shall attach to the District by reason of entering into this Agreement except as otherwise provided herein. The Contractor's signature verifies that a proper background check through the Department of Justice has been completed and does not include irregularities (conviction of a violent or serious felony) per Penal Code Sections 667.5c and 1192.7c.

4. **INSURANCE.** (If the Contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) If requested, Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 97757, and authorized to conduct business in the State of California.

Required insurance coverage shall include: Comprehensive general liability, property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of \$1,000,000.

If requested, Contractor shall furnish to the District, prior to commencement of services under this agreement, Certificates of Insurance as evidence of the coverage and limits stated above. Certificates of Insurance shall:

- A. Name the District as additional insured.
- B. Provide a minimum of 30 days advance written notice of cancellation or material changes.
- C. State that coverage afforded the District as additional insured shall apply as primary and not excess to any insurance issued the District.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services and to provide a Certificate of Insurance to the District as proof of coverage, **if requested**.

5. **INDEMNIFICATION / HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the 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 the premises. Contractor further agrees to waive all right of subrogation 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 volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be fully responsible to the District for the acts and omissions of her subcontracts, and of persons either directly or indirectly employed by her, as if the acts and omissions were performed by her directly.

7. **COPYRIGHT.** Contractor hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or products developed by or as a result of this Agreement. Contractor shall maintain the confidentiality of any such material produced.

8. **ASSIGNMENT.** The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations, provisions, or conditions without the written consent of the District.

9. **COMPLIANCE WITH FINGERPRINT LAWS.** 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 contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

Contractor is required to comply with fingerprint certification. (See Appendix A)

IN WITNESSETH WHEREOF, the parties hereto have set their hands on the day and year first above written.

RIO SCHOOL DISTRICT

Director of Human Resources Date

Director of Fiscal Services Date

Superintendent or Designee Date

CONTRACTOR

Authorized Signature Date

Print or Type Name

Tax ID #

Address

Address

Phone # Fax #

E-mail Address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, Mike Lorimer, am an individual contractor/consultant. I am seeking to contract with the Rio Elementary School District to provide services as an Interim Administrator: in educational leadership needed to plan, direct and manage the activities and operations of all K-8 schools including the supervision and evaluation of an assistant administrator, and certificated and classified personnel; budget administration; complex program management; and ensures the maintenance of the school site to promote a safe learning environment, and I am aware of the requirements of Education Code Section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

- A. I shall not begin to provide services to the District nor shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code Sections 1192.7c and 667.5c. (Education Code Section 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).)
- C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupils. (Education Code Section 45125.1 (f).)

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

Dated: _____, 2021 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of September, 2021, by and between the RIO SCHOOL DISTRICT, 2500 Vineyard Avenue, Oxnard, CA 93036, hereinafter referred to as the "District" and Larry Misel, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the District is authorized by California Government Code, Section 530609, to contract with an independent contractor for the furnishing to the District of special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board in providing an enhanced instructional program and, in discharging its legal obligations, will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to enter into a fixed price contract, as follows:

1. **SCOPE OF WORK.** The Contractor will serve as a resource associate by consulting with and assisting the District in the matters listed as follows:

The Contractor will provide interim administrative support in educational leadership needed to plan, direct and manage the activities and operations of all K-8 schools including the supervision and evaluation of an assistant administrator, and certificated and classified personnel; budget administration; complex program management; and ensures the maintenance of the school site to promote a safe learning environment.

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of **\$612.08 per day**, on an as-needed basis. The contract shall begin on **August 1, 2021** and end on **June 30, 2022**. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. **EXPENSES.**

x A. The contractor will be not be reimbursed for travel or other expenses.

___ B. In addition to the specified compensation, travel and/or expenses will be reimbursed as follows:

Travel: Mileage at the rate of \$ 0 per mile up to the total of \$ 0.

Actual air fare (original receipts required) trips with prior written permission.

Other: List authorized expense, limits and maximum amounts (i.e., copies, telephone or fax charges).

3. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District, and that no liability shall attach to the District by reason of entering into this Agreement except as otherwise provided herein. The Contractor's signature verifies that a proper background check through the Department of Justice has been completed and does not include irregularities (conviction of a violent or serious felony) per Penal Code Sections 667.5c and 1192.7c.

4. **INSURANCE.** (If the Contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) If requested, Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 97757, and authorized to conduct business in the State of California.

Required insurance coverage shall include: Comprehensive general liability, property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of \$1,000,000.

If requested, Contractor shall furnish to the District, prior to commencement of services under this agreement, Certificates of Insurance as evidence of the coverage and limits stated above. Certificates of Insurance shall:

- A. Name the District as additional insured.
- B. Provide a minimum of 30 days advance written notice of cancellation or material changes.
- C. State that coverage afforded the District as additional insured shall apply as primary and not excess to any insurance issued the District.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services and to provide a Certificate of Insurance to the District as proof of coverage, **if requested.**

5. **INDEMNIFICATION / HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the 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 the premises. Contractor further agrees to waive all right of subrogation 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 volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be fully responsible to the District for the acts and omissions of her subcontracts, and of persons either directly or indirectly employed by her, as if the acts and omissions were performed by her directly.

7. **COPYRIGHT.** Contractor hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or products developed by or as a result of this Agreement. Contractor shall maintain the confidentiality of any such material produced.

8. **ASSIGNMENT.** The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations, provisions, or conditions without the written consent of the District.

9. **COMPLIANCE WITH FINGERPRINT LAWS.** 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 contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

Contractor is required to comply with fingerprint certification. (See Appendix A)

IN WITNESSETH WHEREOF, the parties hereto have set their hands on the day and year first above written.

RIO SCHOOL DISTRICT

Director of Human Resources Date

Director of Fiscal Services Date

Superintendent or Designee Date

CONTRACTOR

Authorized Signature Date

Larry Misel

Print or Type Name

Tax ID #

Address

Address

Phone # Fax #

E-mail Address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, Larry Misel, am an individual contractor/consultant. I am seeking to contract with the Rio Elementary School District to provide **services as an Interim Administrator: in educational leadership needed to plan, direct and manage the activities and operations of all K-8 schools including the supervision and evaluation of an assistant administrator, and certificated and classified personnel; budget administration; complex program management; and ensures the maintenance of the school site to promote a safe learning environment,** and I am aware of the requirements of Education Code Section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

- A. I shall not begin to provide services to the District nor shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code Sections 1192.7c and 667.5c. (Education Code Section 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).)
- C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupils. (Education Code Section 45125.1 (f).)

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

Dated: _____, 2021 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of September, 2019, by and between the RIO SCHOOL DISTRICT, 2500 Vineyard Avenue, Oxnard, CA 93036, hereinafter referred to as the "District" and Tim Weir, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the District is authorized by California Government Code, Section 530609, to contract with an independent contractor for the furnishing to the District of special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board in providing an enhanced instructional program and, in discharging its legal obligations, will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to enter into a fixed price contract, as follows:

1. **SCOPE OF WORK.** The Contractor will serve as a resource associate by consulting with and assisting the District in the matters listed as follows:

The Contractor will provide interim administrative support in educational leadership needed to plan, direct and manage the activities and operations of all K-8 schools including the supervision and evaluation of an assistant administrator, and certificated and classified personnel; budget administration; complex program management; and ensures the maintenance of the school site to promote a safe learning environment.

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of **\$606.01 per day**, on an as-needed basis. The contract shall begin on **August 1, 2019** and end on **June 30, 2020**. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. **EXPENSES.**

x A. The contractor will be not be reimbursed for travel or other expenses.

___ B. In addition to the specified compensation, travel and/or expenses will be reimbursed as follows:

Travel: Mileage at the rate of \$ 0 per mile up to the total of \$ 0.

Actual air fare (original receipts required) trips with prior written permission.

Other:List authorized expense, limits and maximum amounts (i.e., copies, telephone or fax charges).

3. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District, and that no liability shall attach to the District by reason of entering into this Agreement except as otherwise provided herein. The Contractor's signature verifies that a proper background check through the Department of Justice has been completed and does not include irregularities (conviction of a violent or serious felony) per Penal Code Sections 667.5c and 1192.7c.

4. **INSURANCE.** (If the Contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) If requested, Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 97757, and authorized to conduct business in the State of California.

Required insurance coverage shall include: Comprehensive general liability, property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of \$1,000,000.

If requested, Contractor shall furnish to the District, prior to commencement of services under this agreement, Certificates of Insurance as evidence of the coverage and limits stated above. Certificates of Insurance shall:

- A. Name the District as additional insured.
- B. Provide a minimum of 30 days advance written notice of cancellation or material changes.
- C. State that coverage afforded the District as additional insured shall apply as primary and not excess to any insurance issued the District.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services and to provide a Certificate of Insurance to the District as proof of coverage, **if requested**.

5. **INDEMNIFICATION / HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the 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 the premises. Contractor further agrees to waive all right of subrogation 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 volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be fully responsible to the District for the acts and omissions of her subcontracts, and of persons either directly or indirectly employed by her, as if the acts and omissions were performed by her directly.

7. **COPYRIGHT.** Contractor hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or products developed by or as a result of this Agreement. Contractor shall maintain the confidentiality of any such material produced.

8. **ASSIGNMENT.** The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations, provisions, or conditions without the written consent of the District.

9. **COMPLIANCE WITH FINGERPRINT LAWS.** 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 contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

Contractor is required to comply with fingerprint certification. (See Appendix A)

APPENDIX A – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, **Tim Weir**, am an individual contractor/consultant. I am seeking to contract with the Rio Elementary School District to provide services as an Interim Administrator: in educational leadership needed to plan, direct and manage the activities and operations of all K-8 schools including the supervision and evaluation of an assistant administrator, and certificated and classified personnel; budget administration; complex program management; and ensures the maintenance of the school site to promote a safe learning environment, and I am aware of the requirements of Education Code Section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

- A. I shall not begin to provide services to the District nor shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code Sections 1192.7c and 667.5c. (Education Code Section 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).)
- C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupils. (Education Code Section 45125.1 (f).)

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

Dated: _____, 2019 at _____, California.

Signature

Print Name Here

10.13



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Approval of the Internship Agreement with California State University Dominguez Hills
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Fiscal Impact	No
Recommended Action	Staff recommends approval of the attached agreement with CSUDH.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 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: Rebecca Rocha, Director of Human Resources

Rationale: The district is always looking at ways to recruit and hire qualified teachers. An internship agreement with CSUDH allows for a placement of student teachers seeking internship hours as they seek their credential in teaching. This in turns provides an opportunity to train and possibly hire qualified candidates familiar with our district and programs. It is recommended that the board take action to approve the agreement as presented.

Intern Agreement CSUDH.pdf (437 KB)

Administrative Content

Executive Content

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



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

COLLEGE OF EDUCATION**Multiple and Single Subject and Education Specialist Intern Credential Programs****Participating District Intern Agreement**

This Agreement ("Agreement") is executed on the 18 day of August, 2021, by and between the Trustees of the California State University on behalf of **California State University, Dominguez Hills ("University")** and Rio School District ("District"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

WHEREAS, University is an institution of higher learning authorized pursuant to California law to offers fully accredited programs and to maintain classes and such programs at District for the purpose of providing training for students in such classes; and

WHEREAS, District provides a learning environment where students may complete their academic fieldwork studies for required coursework; and

WHEREAS, The parties will both benefit by making a clinical training program available to University students at District,

NOW THEREFORE, In consideration of the mutual promises set forth below, the Parties agree as follows:

I. PURPOSE

1. The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single, and Education Specialist Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials.

(See CTC Coded Correspondence #1404 for recent changes to supervision and support requirements for interns: <http://www.ctc.ca.gov/notices/coded/2014/1404.pdf>.)

2. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality- related criteria for University candidates.
3. University Internship Programs are designed to be partnerships between institutions of higher education and public school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in participating districts.
4. It is further agreed that an intern's salary will not be reduced to pay for supervision. University stipulates that interns' services meet the instructional needs for the Multiple Subject, Single Subject, and Education Specialist teachers (including Bilingual Authorization) in the participating District.

II. UNIVERSITY RESPONSIBILITIES

1. Provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing (CCTC).
2. Provide a Preservice Preparation Program that meets current CCTC Standards for English Learner Preservice Preparation.
3. Provide University supervisors with an orientation to the program's expectations as well as training and ensures that the supervisors are knowledgeable about the program curriculum and assessments, including the TPEs and TPA model chosen by the program. In addition, program supervisors maintain current knowledge of effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices for teachers in whose classrooms or settings candidate experiences will take place to ensure that all supervisors of fieldwork/clinical practice experiences and all cooperating education specialist teachers understand their roles and expectations.
4. Provide University supervisors who are credentialed or who have equivalent experience in educator preparation to the candidates they are supervising and should have recent professional experience in school settings where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population. For Education Specialists candidates, the university supervisors should have expertise in the education specialist instructional area of the candidate being supervised.
5. Ensure that University Supervisors observe and evaluate interns at least six times per semester for two semesters for Multiple and Single subject interns and at least three times during the semester for three semesters for Education Specialist interns and allocate time with each intern after each visit to discuss the observation. The California Teacher Performance Expectations form the basis for these discussions and evaluations. Clinical supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the TPEs, that produce data that can be aggregated and disaggregated.
6. Direct University Supervisors meet and consult with employer-provided on-site support providers as needed. Collect employer-provided support documentation, and collaborate in tracking the hours of support and supervision provided to the intern teacher.
7. Ensure that each intern authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Cross-cultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c) (4).
8. Provide program advisement about the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training.
9. Provide additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.

10. Provide instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

III. DISTRICT RESPONSIBILITIES

1. The employing agency will ensure the intern is placed in a position that matches the identified subject matter competency area and grade level, give them the full range of responsibilities of full-time teachers, and provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his or her position.
2. The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include provisions for an annual evaluation of the intern.
3. The employer must identify a mentor or other designated individual who meets the Commission's specified criteria (see Coded Correspondence 14-04) prior to an intern assuming daily teaching responsibilities. The employer-provided mentor(s) meet the following minimum qualifications:
 - a. Valid corresponding Clear or Life Credential.
 - b. Three years of successful teaching experience.
 - c. EL Authorization (if responsible for providing specified EL support).
4. This mentor should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English language learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. (This may be the primary support provider, providing he/she has an EL authorization.)
5. In all internship programs, the districts in partnership with the university program shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code. Hours spent with a district-employed supervisor to satisfy the intern annual requirements may qualify towards meeting the 5 hours/week requirement as described in the program standards.
6. Provide opportunities for interns to attend and participate in district-sponsored workshops, staff development, new-teacher orientations, and grade level or department meetings related to curriculum, planning, instruction, and/or assessment.
7. Allocate sufficient resources for support of the intern, including the identification of protected time for the support provider to work with the intern within the school day, including clearly defined expectations for type and frequency of support.
8. Agree to allow the university supervisor to visit the intern in his/her classroom during the university's academic semesters.
9. Appoint a district level contact person to serve as a liaison to the Co-Chairs of the University (CSU

Dominguez Hills) Division of Teacher Education for the purpose of coordinating and evaluating the program.

10. Agrees to allow video capture so the candidates may complete university assignments and the final performance assessment as required by the university and Commission on Teacher Credentialing.
11. The principal or another designated administrator of the school where the intern is assigned will serve as the district's evaluator of the intern, complete required documentation in a timely manner, and meet with the university supervisor as needed to monitor and assess the intern's progress. The principal and the University supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Co-Chairs of the Teacher Education Division and a District Level Administrator, at which time a decision will be made.
12. If the candidate holding an Intern credential must complete coursework and/or observations of credentialed teachers to continue moving toward earning a preliminary teaching credential, the district should provide release time from teaching responsibilities to complete necessary classroom observations of credentialed teachers or to attend classes at the teacher preparation institution.
13. Guarantees that no intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code Section 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
14. Guarantees that the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code Section 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code Section 44.
15. The District may dismiss a student if the student violates its standards, mission or goals. The District will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

IV. TERM AND TERMINATION

This Agreement will become effective as of the date last written below and continue for a period of Three (3) years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the District terminates this Agreement, it will permit any student working at the District at the time of termination to complete his/her work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

V. INDEMNIFICATION

The University agrees to defend all claims of loss, indemnify and hold harmless the District and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers,

or volunteers in the performance of this Agreement.

The District agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Dominguez Hills and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the District or its employees, agents or volunteers in the performance of this Agreement

VI. INSURANCE

Each party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.

University on behalf of Students shall maintain general and professional liability, as well as educator's errors and omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.

VII. CONFIDENTIALITY

Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither party shall release any protected student information without written consent of the students, unless required to do so by law or as dictated by the terms of this Agreement. The University is mandated by federal law to comply with the federal Standards for Privacy of Individually Identifiable Health Information (PHI) under Title II of the Health Insurance Portability and Accountability Act of 1996 (known as HIP AA), as amended by the HITECH Act (Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009). Parties agree not to use or disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement for the proper performance of duties and responsibilities hereunder. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided.

VIII. FINGERPRINTING

Pursuant to California Education Code 45125.1, if District determines that the services provided by University students involve more than limited contact with District students, University students shall be fingerprinted (at students sole expense) as required by the District before services commence.

IX. GENERAL PROVISIONS

1. Dispute

Any dispute arising under the terms of this MOU which is not resolved within a reasonable period of time by authorized representatives of District and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the District and the Chief Business Officer (or designee) of University for joint resolution. At the request of either party, University shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of University shall be available to assist in the resolution by providing advice to both parties regarding University contracting policies and procedures. If

resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

2. Non Discrimination

The parties agree that all students receiving training pursuant to this Agreement shall be selected without discrimination on the basis of race, color, religion, national origin, sex, gender identity, gender expression, ancestry, physical or mental disability, medical condition, pregnancy, age (over 40), marital status, political affiliation, sexual orientation, genetic information, covered veteran status, or any other classification prohibited by state or federal laws.

3. Independent Contractors

District is, for all purposes, an independent contractor and shall not be deemed an employee of the University. District and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University or the State of California. While District may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall District and its employees be entitled to unemployment or workers' compensation benefits from University.

4. Status of Students

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees, officers, agents or volunteers of either Facility or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Facility's "workforce" for purposes of HIPAA compliance.

5. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

6. Entire Agreement

This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

7. Captions

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

8. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

9. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices

All notices or other communication provided for in this MOU shall be given to the Parties addressed as follows:

TO UNIVERSITY:
California State University, Dominguez Hills
1000 E. Victoria Street
Carson, CA 907 4 7
Attn: Procurement and Contracts

TO DISTRICT:
Rio School District
1800 Solar Dr. #300
Oxnard, CA 93030
(805) 485-3111

11. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market nay product or service without the prior written consent of the other parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

12. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

UNIVERSITY

BY _____
Name _____
Title _____
Dated _____

DISTRICT

BY _____
Name Rebecca Rocha
Title Director of Human Resources
Dated 08/27/2021

UNIVERSITY

APPROVED TO FORM (COLLEGE OF EDUCATION)

BY _____
Name _____
Title _____
Dated _____

BY _____
Name _____
Title _____
Dated _____

10.14



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Approval of MOU for drive through COVID testing for employees and community access
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Fiscal Impact	No
Recommended Action	The district recommends approval of the attached MOU for drive through COVID units at three of our school sites.
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>

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: On August 11, 2021, Governor Newsom issued a mandate that all staff in California K-12 schools are required to be fully vaccinated or to be tested on a weekly basis for COVID-19. All school districts must be fully compliant with this mandate by October 15, 2021. In order to make tests easily available to staff and the Rio School District Community the district has established a partnership with Curative to have mobile units on or campuses three days a week. Testing at these mobile units are free to staff and community members and would make it easier for unvaccinated staff to complete their weekly tests. Availability of these mobile units to our families would also help to increase safety and reduce the number of COVID cases in our schools.

Testing sites and dates include:

Rio Office of Student and Family Services- Every Monday 9:00 a.m. to 4:00 p.m.
 3300 Cortez St.
 Oxnard CA 93036

Rio del Mar – Every Wednesday 9:00 a.m. to 4:00 p.m.
 3150 Thames River Drive
 Oxnard CA 93036

Rio Lindo- Every Friday 9:00 a.m. to 4:00 p.m.
 2131 Snow Avenue
 Oxnard CA 93036

Testing Site MOU with Curative and Rio 9_2_21.docx (23 KB)

Administrative Content

Executive Content

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RSD - Drive Through Agreement

WHEREAS, The RSD ("RSD") wishes to launch a COVID testing program within the RSD that is generally available to the public; and

WHEREAS, Curative Inc. ("Vendor"), will conduct a drive through test site (subject to modifications) for COVID testing; and

WHEREAS, Vendor and RSD (together, the "Parties") wish to collaborate on such COVID testing;

Subject to the terms and conditions below, RSD, at no charge to Vendor shall provide a public area for placement of Vendor test site, and Vendor shall supply testing service and staff, at no charge for 10 months: **September 13, 2021 – June 16, 2022**. Hours will be approximately 9:00 a.m. to 4:00 p.m. (subject to change).

1. Vendor shall comply with all RSD property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither the Vendor nor its workers or Vendors shall, under any circumstances, be considered employees of the RSD.
3. The RSD shall not be liable for any damage caused by acts of nature, i.e. power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the vendor. The Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor, and that the RSD shall not be liable for any damages, losses or theft thereof.
4. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of the kiosk during hours defined by the Vendor.
5. Vendor shall only operate in the approved drive through location within the area specified by the RSD. The specified locations are:

Rio Office of Student and Family Services- Every Monday 9:00 a.m. to 4:00 p.m.

3300 Cortez St.
Oxnard CA 93036

Rio del Mar – Every Wednesday 9:00 a.m. to 4:00 p.m.

3150 Thames River Drive
Oxnard CA 93036

Rio Lindo- Every Friday 9:00 a.m. to 4:00 p.m.

2131 Snow Avenue
Oxnard CA 93036

7. The RSD will furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the RSD listing specific needs.

8. RSD agrees to advertise and publicize the drive through.

9. Drive through and all intellectual property associated with such shall remain the Vendor's sole and exclusive property.

10. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the RSD provided area, in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement by providing written notice to the other.

11. Launch of the testing site is contingent upon approval of the testing site by Vendor's Operations team.

GENERAL TERMS AND CONDITIONS

1. **INDEMNIFICATION:**

a.) Except with regard to professional negligence, as provided in paragraph (b) below, the

b.) Vendor agrees to defend, indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs, claims, expenses, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD, the Vendor or any other person and from any and all claims, demands and actions in law arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Vendor or any of its employees or agents in the performance of this contract. The Vendor's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD.

c.) Specifically regarding professional negligent errors or omissions, the Vendor shall indemnify, hold harmless, and defend the RSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs, claims, expenses and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD, the Vendor or any other person, and from any and all claims,

demands and actions in law incurred by RSD, the Vendor, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Vendor in the performance of this contract.

2. INSURANCE:

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

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

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate. Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage. Any and all vendors and subcontractors hired by Provider in connection with the activities described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

Personal vehicles:

\$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

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

Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Certificates of Insurance. Provider and any and all vendors and subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of

the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

3. TERMINATION:

This agreement may be for any reason by giving the other party ten (10) days' advance written notice.

4. AMENDMENT:

This agreement may be amended only by written instrument signed by the duly authorized representative of both parties.

COMPLIANCE WITH LAWS

1. The Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations.

RSD:

Name and Title: Rebecca Rocha, Director of Human Resources

Signature:

Date:

Curative Inc:

Name and Title:

Signature:

Date:

10.15



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval of Variable Term Waiver- Mr. Daniel Sepulveda
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Absolute Date	Sep 15, 2021
Fiscal Impact	No
Recommended Action	It is recommended that the Governing Board approve this action item for the Variable Term Waiver as described under Ed Code T580021.1 & EC 44252(b) for Mr. Daniel Sepulveda to serve Single Subject Physical Education Authorization Students for the 2021/2022 school year beginning 08/25/2021 at Rio Del Sol.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 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: Rebecca Rocha, Director of Human Resources

Rationale: This year, we have a need for a fully credentialed Single Subject Physical Education teacher. There is a State-wide shortage of teachers holding this type of credential authorization. After several attempts to recruit fully-credentialed teachers via Edjoin.org, Job Fair, and recruiting, etc, the District was unsuccessful in securing a teacher for the Single Subject Physical Education teacher holding the full authorization. Mr. Daniel Sepulveda is on track to complete all requirements by 2022/2023 school year. The California Commission on Teacher Credentialing makes a document available to school districts, allowing districts to support teachers while they complete the requirements for the full credential.

Administrative Content

Executive Content

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10.16



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Approval of Variable Term Waiver – Ms. Minerva Ramirez
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Absolute Date	Sep 15, 2021
Fiscal Impact	No
Recommended Action	It is recommended that the Governing Board approve this action item for the Variable Term Waiver as described under Ed Code T580021.1 & EC 44252(b) for Ms. Minerva Ramirez to serve Single Subject Social Studies teacher with CLAD English Learner Authorization Students for the 2021/2022 school year beginning 08/25/2021 at Rio Del Valle School.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 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: Rebecca Rocha, Director of Human Resources

Rationale: This year, we have a need for a fully credentialed Single Subject Social Studies teacher with CLAD English Learner Authorization. There is a State-wide shortage of teachers holding this type of credential authorization. After several attempts to recruit fully-credentialed teachers via Edjoin.org, Job Fair, and recruiting, etc, the District was unsuccessful in securing a teacher for the Single Subject Social Studies teacher with CLAD English Learner Authorization holding the full authorization. Ms. Minerva Ramirez is on track to complete all requirements by 2022/2023 school year. The California Commission on Teacher Credentialing makes a document available to school districts, allowing districts to support teachers while they complete the requirements for the full credential.

Administrative Content

Executive Content

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10.17



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Approval of Variable Term Waiver – Mrs. Maria Mendez
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Absolute Date	Sep 15, 2021
Fiscal Impact	No
Recommended Action	It is recommended that the Governing Board approve this action item for the Variable Term Waiver as described under Ed Code T580021.1 & EC 44252(b) for Mrs. Maria Mendez to serve Multiple Subject with BASP English Learner Authorization teacher to Students for the 2021/2022 school year beginning 08/25/2021 at Rio Plaza.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 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: Rebecca Rocha, Director of Human Resources

Rationale: This year, we have a need for a fully credentialed Multiple Subject with BASP English Learner Authorization teacher. There is a State-wide shortage of teachers holding this type of credential authorization. After several attempts to recruit fully-credentialed teachers via Edjoin.org, Job Fair, and recruiting, etc, the District was unsuccessful in securing a teacher for the Multiple Subject with BASP English Learner Authorization teacher holding the full authorization. Mrs. Maria Mendez is on track to complete all requirements by 2022/2023 school year. The California Commission on Teacher Credentialing makes a document available to school districts, allowing districts to support teachers while they complete the requirements for the full credential.

Administrative Content

Executive Content

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10.18



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Approval of Revised Bell Schedules for Rio del Valle, Rio del Norte, and Rio Real
Access	Public
Type	Action (Consent)
Preferred Date	Sep 15, 2021
Absolute Date	Sep 15, 2021
Fiscal Impact	No
Recommended Action	District staff recommends approval of the revised bell schedules for Rio del Valle, Rio del Norte, and Rio Real.
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 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Three schools, Rio del Valle, Rio del Norte, and Rio Real have found a need to make slight adjustments to their bell schedules to accommodate for student and staffing needs throughout the school day. The adjusted bell schedules help improve with supervision and safety while adhering to state and district required instructional minutes. Changes for Rio del Valle are to the minimum day to improve flow and safety during the lunch schedules and ensure that teachers have their full lunch period. Changes for Rio del Norte are to adjust Kindergarten recess to allow for a better flow for second chance breakfast. Finally, changes to the Rio Real schedule adjust the lunch schedules for second through 8th grade to improve supervision and safety.

Revised Bell Schedules RdV, RdN, and RR.pdf (535 KB)

Administrative Content

Executive Content

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Rio Del Valle Middle School Bell Schedule 2021 -2022

<u>Regular Schedule</u>		
Grade 6		
<i>Warning Bell</i>	8:21 – 8:24	(3)
Period 1 Homeroom	8:24 – 8:45	(21)
Period 2	8:47– 9:32	(45)
Period 3	9:35-10:20	(45)
Period 4	10:23-11:08	(45)
Lunch	11:08-11:43	(35)
Period 5	11:44-12:29	(45)
Period 6	12:32- 1:17	(45)
Period 7	1:20 – 2:05	(45)
Period 8	2:08 - 2:53	(45)
Instructional Minutes		(336)

<u>Minimum Day Schedule</u>		
Grade 6		
<i>Warning Bell</i>	8:21 – 8:24	(3)
Period 1 Homeroom	8:24-8:33	(9)
Period 2	8:35-9:08	(33)
Period 3	9:11-9:44	(33)
Period 4	9:47-10:20	(33)
Lunch	10:20-10:55	(35)
Period 5	10:56-11:29	(33)
Period 6	11:32-12:05	(33)
Period 7	12:08-12:41	(33)
Period 8	12:44 – 1:17	(33)
Instructional Minutes		240

Breakfast Served 7:50 – 8:15
Morning Supervision 7:54 – 8:21
Afternoon Supervision (Regular Schedule) 2:56 – 3:06
Afternoon Supervision (Minimum Day Schedule) 1:17 – 1:27

<u>Regular Schedule</u>		
Grades 7		
<i>Warning Bell</i>	8:21 – 8:24	(3)
Period 1 Homeroom	8:24 –8:45	(21)
Period 2	8:47-9:32	(45)
Period 3	9:35-10:20	(45)
Period 4	10:23-11:08	(45)
Period 5	11:11-11:56	(45)
Lunch	11:56-12:31	(35)
Period 6	12:32-1:19	(45)
Period 7	1:20- 2:05	(45)
Period 8	2:08 – 2:53	(45)
Instructional Minutes		(336)

<u>Minimum Day Schedule</u>		
Grade 7th		
<i>Warning Bell</i>	8:21 – 8:24	(3)
Period 1 Homeroom	8:24-8:33	(9)
Period 2	8:35-9:08	(33)
Period 3	9:11-9:44	(33)
Period 4	9:47-10:20	(33)
Period 5	10:23-10:56	(33)
Lunch	10:56-11:31	(35)
Period 6	11:32-12:05	(33)
Period 7	12:08-12:41	(33)
Period 8	12:44 – 1:17	(33)
Instructional Minutes		240

<u>Regular Schedule</u>		
Grades 8		
<i>Warning Bell</i>	8:21 – 8:24	(3)
Period 1 Homeroom	8:24 –8:45	(21)
Period 2	8:47-9:32	(45)
Period 3	9:35-10:20	(45)
Period 4	10:23-11:08	(45)
Period 5	11:11-11:56	(45)
Period 6	11:59-12:44	(45)
Lunch	12:44-1:19	(35)
Period 7	1:20- 2:05	(45)
Period 8	2:08 – 2:53	(45)
Instructional Minutes		(336)

<u>Minimum Day Schedule</u>		
Grade 8th		
<i>Warning Bell</i>	8:21 – 8:24	(3)
Period 1 Homeroom	8:24-8:33	(9)
Period 2	8:35-9:08	(33)
Period 3	9:11-9:44	(33)
Period 4	9:47-10:20	(33)
Period 5	10:23-10:56	(33)
Period 6	10:59-11:32	(33)
Lunch	11:32-12:07	(35)
Period 7	12:08-12:41	(33)
Period 8	12:44 – 1:17	(33)
Instructional Minutes		240



RIO DEL NORTE
ELEMENTARY SCHOOL

Home of the Eagles



"A Community Centered Learning Environment With a College Going Culture"

2021-2022 Rio Del Norte Bell Schedule

Breakfast Served: 7:45-8:05 a.m. / Gates Open: 8:00-8:15 a.m. / Warning Bell: 8:14 a.m. / Tardy Bell: 8:15 a.m.
Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length

Regular Schedule

TK: (260 Instructional Minutes)
Please see the attached TK schedule.

KINDERGARTEN: (307 Instructional Minutes)
Please find the attached kindergarten schedule

<u>FIRST GRADE:</u> (307 Instructional Minutes)		
8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:45 a.m.	(105)	Instruction
11:45 a.m. - 12:25 p.m.	(40)	Lunch/Recess
12:25 p.m. - 1:15 p.m.	(50)	Instruction
1:15 p.m. - 1:25 p.m.	(10)	Recess
1:25 p.m. - 2:27 p.m.	(62)	Instruction

<u>SECOND GRADE:</u> (307 Instructional Minutes)		
8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:55 a.m.	(115)	Instruction
11:55 a.m. - 12:35 p.m.	(40)	Lunch/Recess
12:35 p.m. - 1:15 p.m.	(40)	Instruction
1:15 p.m. - 1:25 p.m.	(10)	Recess
1:25 p.m. - 2:27 p.m.	(62)	Instruction

<u>THIRD GRADE:</u> (307 Instructional Minutes)		
8:15 a.m. - 10:10 a.m.	(115)	Instruction
10:10 a.m. - 10:25 a.m.	(15)	Morning Recess
10:25 a.m. - 12:05 p.m.	(100)	Instruction
12:05 p.m. - 12:45 p.m.	(40)	Lunch/Recess
12:45 p.m. - 1:15 p.m.	(30)	Instruction
1:15 p.m. - 1:25 p.m.	(10)	Recess
1:25 p.m. - 2:27 p.m.	(62)	Instruction

<u>FOURTH GRADE:</u> (323 Instructional Minutes)		
8:15 a.m. - 10:10 a.m.	(115)	Instruction
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
10:20 a.m. - 12:20 p.m.	(120)	Instruction
12:20 p.m. - 12:59 p.m.	(39)	Lunch/Recess
12:59 p.m. - 2:27 p.m.	(88)	Instruction

<u>FIFTH GRADE:</u> (323 Instructional Minutes)		
8:15 a.m. - 10:10 a.m.	(115)	Instruction
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
10:20 a.m. - 12:30 p.m.	(130)	Instruction
12:30 p.m. - 1:09 p.m.	(39)	Lunch/Recess
1:09 p.m. - 2:27 p.m.	(78)	Instruction

Breakfast Served: 7:45-8:05 a.m. / Gates Open: 8:00-8:15 a.m. / Warning Bell: 8:14 a.m. / Tardy Bell: 8:15 a.m.
Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length



"A Community Centered Learning Environment With a College Going Culture"

MINIMUM DAY SCHEDULE

Breakfast Served: 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:14 a.m. / **Tardy Bell:** 8:15 a.m.

Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length

FIRST GRADE: (230 Instructional Minutes)

8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:15 a.m.	(75)	Instruction
11:15 a.m. - 11:55 a.m.	(40)	Lunch/Recess
11:55 a.m. - 1:00 p.m.	(65)	Instruction

SECOND GRADE: (230 Instructional Minutes)

8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:25 a.m.	(85)	Instruction
11:25 a.m. - 12:05 p.m.	(40)	Lunch/Recess
12:05 p.m. - 1:00 p.m.	(55)	Instruction

THIRD GRADE: (230 Instructional Minutes)

8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:35 a.m.	(95)	Instruction
11:35 a.m. - 12:15 p.m.	(40)	Lunch/Recess
12:15 p.m. - 1:00 p.m.	(45)	Instruction

FOURTH GRADE: (240 Instructional Minutes)

8:15 a.m. - 10:10 a.m.	(115)	Instruction
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
10:20 a.m. - 11:45 a.m.	(85)	Instruction
11:45 a.m. - 12:20 p.m.	(35)	Lunch/Recess
12:20 p.m. - 1:00 p.m.	(40)	Instruction

FIFTH GRADE: (240 Instructional Minutes)

8:15 a.m. - 10:10 a.m.	(115)	Instruction
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
10:20 a.m. - 11:55 a.m.	(95)	Instruction
11:55 a.m. - 12:30 p.m.	(35)	Lunch/Recess
12:30 p.m. - 1:00 p.m.	(30)	Instruction

Note: The first and last days of school, conference days, and several other days throughout the year are minimum days. Please refer to our academic calendar.

Breakfast Served: 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:14 a.m. / **Tardy Bell:** 8:15 a.m.

Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length



"A Community Centered Learning Environment With a College Going Culture"

Kindergarten

Shortened Day Kinder: (260 Instructional Minutes)

8:15 a.m.-11:00 a.m. (165) Instruction
11:00 a.m.-11:40 a.m. (40) Lunch
11:40 a.m.-1:15 p.m. (95) Instruction

August 25th, 2021 - October 29th, 2021

Minimum Day Schedule: (230 Instructional Minutes)

8:15 a.m.-9:00 a.m. (45) Instruction
9:00 a.m.-9:15 a.m. (15) Recess
9:15 a.m.-10:35 a.m. (80) Instruction
10:35 a.m.-11:10 a.m. (35) Lunch
11:10 a.m.-12:55 p.m. (105) Instruction

Regular Day Schedule (307 Instructional Minutes)

8:15 a.m. - 9:00 a.m. (45) Instruction
9:00 a.m. - 9:15 a.m. (15) Recess
9:15 a.m. - 11:00 a.m. (105) Instruction
11:00 a.m. - 11:40 a.m. (40) Lunch
11:40 a.m. - 1:00 p.m. (80) Instruction
12:55 p.m. - 1:07 p.m. (15) Recess
1:07 p.m. - 2:24 p.m. (77) Instruction



"A Community Centered Learning Environment With a College Going Culture"

Transitional Kindergarten (TK)
(230 Instructional minutes)

August 25 - October 29, 2021

8:15 a.m. - 8:50 a.m. (35) Instruction

8:50 a.m. - 9:00 a.m. (10) Recess

9:00 a.m. - 10:45 a.m. (105) Instruction

10:45 a.m. - 11:25 a.m. (40) Lunch

11:25 a.m. - 12:55 p.m. (90) Instruction

Beginning November 1 - June 16, 2021:

1:00 p.m. - 1:30 p.m. TK Intervention/Grupo de Intervención TK*

***For identified TK students only./Solo los estudiantes identificados.**

Pre-K (PK)
(165 minutes)

A.M. Session

8:00 a.m. - 10:45 a.m.

P.M. Session

11:30 a.m. - 2:15 p.m



RIO REAL K-8 DUAL IMMERSION ACADEMY

1140 Kenney Street, Oxnard CA 93036

2021-2022 Bell Schedule/Horario

Telefono/Phone: (805) 485-3117

Kindergarten

Shortened Day August 25-October 29 260 Instructional Minutes		Regular Day Start Tuesday, Nov 2, 2021 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	7:46	Warning Bell	7:46	Warning Bell	7:46
Instruction	7:48 - 10:40 (172)	Instruction	7:48 - 9:00 (72)	Instruction	7:48 - 9:00 (72)
Lunch	10:40 - 11:20	Recess	9:00 - 9:15	Recess	9:00 - 9:15
Instruction	11:20 - 12:48 (88)	Instruction	9:15 - 10:40 (85)	Instruction	9:15 - 10:30 (75)
		Lunch	10:40 - 11:20	Lunch	10:30 - 11:10
		Instruction	11:20 - 12:40 (80)	Instruction	11:10 - 12:33 (83)
		Recess	12:40 - 12:55		
		Instruction	12:55 - 2:05 (70)		

1st Grade

Regular Day 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	7:46	Warning Bell	7:46
Instruction	7:48 - 9:15 (87)	Instruction	7:48 - 9:12 (84)
Recess	9:15 - 9:35	Recess	9:12 - 9:30
Instruction	9:35 - 11:00 (85)	Instruction	9:30 -
Lunch	11:00 - 11:40	Lunch	
Instruction	11:40 - 1:00 (80)	Instruction	
Recess	1:00 - 1:15		- 12:34 (66)
Instruction	1:15 - 2:10 (55)		

2nd Grade

Regular Day 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	7:46	Warning Bell	7:46
Instruction	7:48 - 9:15 (87)	Instruction	7:48 - 9:12 (84)
Recess	9:15 - 9:35	Recess	9:12 - 9:30
Instruction	9:35 - 11:00 (85)	Instruction	9:30 - 10:50 (80)
Lunch	11:00 - 11:40	Lunch	10:50 - 11:28
Instruction	11:40 - 1:00 (80)	Instruction	11:28 - 12:34 (66)
Recess	1:00 - 1:15		
Instruction	1:15 - 2:10 (55)		

Board approved 9/ /21

3rd Grade			
Regular Day 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	7:46	Warning Bell	7:46
Instruction	7:48 - 9:35 (107)	Instruction	7:48 - 9:30 (102)
Recess	9:35 - 9:55	Recess	9:30 - 9:48
Instruction	9:55 - 11:30 (95)	Instruction	9:48 - 11:10 (82)
Lunch	11:20 - 12:00	Lunch	11:10 - 11:48
Instruction	12:10 - 1:15 (65)	Instruction	11:48 - 12:34 (46)
Recess	1:15 - 1:30		
Instruction	1:30 - 2:10 (40)		

4th Grade			
Regular Day 323 Instructional Minutes		Minimum Day 240 Instructional Minutes	
Warning Bell	7:46	Warning Bell	7:46
Instruction	7:48 - 9:55 (127)	Instruction	7:48 - 9:48 (120)
Recess	9:55 - 10:15	Recess	9:48 - 10:03
Instruction	10:15 - 11:57 (102)	Instruction	10:03 - 11:30 (87)
Lunch	11:57 - 12:37	Lunch	11:30 - 12:05
Instruction	12:37 - 2:11 (94)	Instruction	12:05 - 12:38 (33)

5th Grade			
Regular Day 323 Instructional Minutes		Minimum Day 240 Instructional Minutes	
Warning Bell	7:46	Warning Bell	7:46
Instruction	7:48 - 9:55 (127)	Instruction	7:48 - 9:48 (120)
Recess	9:55 - 10:15	Recess	9:48 - 10:03
Instruction	10:15 - 12:12 (117)	Instruction	10:03 - 11:45 (102)
Lunch	12:12 - 12:52	Lunch	11:45 - 12:20
Instruction	12:52 - 2:11 (79)	Instruction	12:20 - 12:38 (18)

Regular Day/Rainy Day Lunch 35 min						Minimum Day/Rainy Day Lunch 35 Min					
K	10:30-11:05	3	11:20-11:55	5	12:07-12:42	K	10:30-11:05	3	11:20	5	12:05
1	10:45-11:20	6	11:37-12:22	7/8	12:24-1:09	1	10:45	6	11:36	7/8	12:12
2	11:05-11:40	4	11:52-12:27			2	11:05	4	11:55		

Board approved 9/ /21



RIO REAL K-8 DUAL IMMERSION ACADEMY

1140 Kenney Street, Oxnard CA 93036

2021-2022 Bell Schedule/Horario

Telefono/Phone: (805) 485-3117

6th - 8th Grade Regular Schedule (336 Min)

Period	Start time	End time	Instructional Minutes
Warning Bell	8:00		
Advisory	8:02	8:23	21
1	8:25	9:10	45
2	9:12	9:57	45
3	9:59	10:44	45
4	10:49	11:35	45
5A (6th Gr Lunch)	11:35	12:22	47
5B (7th & 8th Gr Lunch)	12:22	1:09	47
6	1:11	1:56	45
7	1:58	2:43	45

6th - 8th Grade Minimum Day Schedule (240 Min)

Period	Start time	End time	Instructional Minutes
Warning Bell	8:00		
1	8:02	8:34	34
2	8:36	9:10	34
3	9:12	9:46	34
4	9:48	10:22	34
5	10:24	10:58	34
6	11:00	11:35	35
7A (6th Lunch)	11:35	12:12	37
7B (7th & 8th Lunch)	12:12	12:49	37

Board approved 9/ /21

10.19



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval of Ventura County Indian Education Consortium MOU
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,944.95
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of the Indian Education MOU.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

The Indian Education Act of 1972 (Public Law 100-427) enabled local agencies throughout the United States to identify their Indian student populations, establish parent committees, hold public hearings, and write grants identifying the needs of Indian students who will participate in their programs. This law provides local school districts with additional monies to provide over and beyond educational and culturally-related services to identified Indian students.

2021 Indian Education MOU (RSD).doc.pdf (178 KB)

Administrative Content

Executive Content

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

MEMORANDUM OF UNDERSTANDING
Ventura County Indian Education Consortium

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Rio School District (Partner District).

Memorandum of Understanding Purpose:

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Rio School District (RSD), and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

Memorandum of Understanding Timeline:

This MOU is effective July 1, 2021 and will extend through June 30, 2022.

Memorandum of Understanding and Description of Services:

Partner District agrees to the following:

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.

VUSD (Provider) agrees to the following:

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
 - a) Indian Education Parent Advisory Committee
 - b) Indian Education enrollment and verification support
 - c) Indian Education Annual Honoring Ceremony and Events
 - d) Indian Education teaching resources/lending library
 - e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2021 – 22 is “California Natives and the Chumash Peoples”

4. Provide services at Partner District schools through the district-supported format to include:
 - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
 - b) Classroom presentations on Native American themes (to include classmates of identified students).
5. Ensure that VUSD employees have received adequate training in the services being provided and appropriate licenses/certificates are in current standing.
6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

Payment of Funds to VUSD for VC Indian Education Consortium Services:

The Partner District, RSD, agrees to contribute \$1,944.95 to VUSD for Indian Education services provided during the 2021-22 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

Indemnification:

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

Cancellation:

This MOU may be cancelled by either party upon 30 days written notice.

Signatures:

PARTNER DISTRICT: _____

Authorized District Representative: _____

Signature: _____

Title: _____

Date: _____

PROVIDER: Ventura Unified School District

Authorized Representative: Rebecca Chandler

Signature: 

Title: Asst. Supt. - Business Svcs.

Date: 4/28/21

10.20



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval of Rio Strong Workforce Program MOU with Ventura County Office of Education
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Rio Strong Workforce Program MOU with VCOE.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

Rio School District is included on a VCOE grant work plans for K12 Strong Workforce Program (SWP) grant funds for middle school career exploration.

The grant provides funds of \$20, 500 to the district.

VCOE.SWP.MOU2021.Rio.pdf (158 KB)

Administrative Content

Executive Content

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C22-00029

V.001195

Memorandum of Understanding

***RIO SCHOOL DISTRICT
And
VENTURA COUNTY OFFICE OF EDUCATION***

K12 Strong Workforce Program - July 2021

This service contract sets forth the terms and conditions under which the VENTURA COUNTY OFFICE OF EDUCATION (hereafter referred to as VCOE), serving as the fiscal agent, and RIO SCHOOL DISTRICT serving as the local educational agency (hereafter referred to as LEA District), will work together to meet the deliverables of the **K12 Strong Workforce Program** (hereafter referred to as SWP), a program administered by the California Community Colleges Chancellor's Office (hereafter referred to as CCCCO).

SWP is a program established by the California legislature as an ongoing statewide funding opportunity. It is designed to support K-12 Local Education Agencies (LEAs) in creating, supporting, and/or expanding Career Technical Education (CTE) courses, course sequences, programs of study, and pathways for students transitioning from secondary education to postsecondary education to living-wage employment.

As a partner in this project the LEA District agrees to meet and adhere to the requirements of the SWP, as outlined below. Further, LEA District agrees to meet and adhere to the obligations of the **STEM PIPELINE TO ENGINEERING & MANUFACTURING** grant work plan, as outlined in this document.

(I) LEA District Responsibilities

The LEA District assumes the following responsibilities:

- Districts shall collect and report Career Technical Education data to the California Department of Education. The statewide tracking systems used includes California Longitudinal Pupil Achievement Data System (CALPADS).
- All SWP expenditures must be coded with goal code of 3800 (CTE) or 6000 (ROP).
- LEA may take a maximum of 4% administrative indirect costs for the term of the grant.
- All funds must be expended by June 30, 2023.
- Funds must be held in separate accounts from other K12 Strong Workforce Program grant funds.
- Identify CTE specific work in the Local Control and Accountability Plan (LCAP).
- Maintain and provide supporting documentation for all expenditures related to grant activities.
- Maintain all records for five years upon completion of the project.
- Solicit prior approval for expenditures in excess of \$5,000. Route approval requests through VCOE for approval. Purchases in excess of \$5,000 that are not approved will be the responsibility of the LEA.
- In conjunction with feeder high school district, LEA District must meet the CTE Program Requirements minimum standards for **STEM PIPELINE TO ENGINEERING & MANUFACTURING** LEA District CTE programs.

1. Offer high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.
 2. Provide pupils with quality career exploration and guidance.
 3. Provide pupil services, including, but not limited to, counseling and leadership development.
 4. Provide opportunities for students to participate in afterschool, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.
 5. Leads to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.
 6. Is staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.
 7. Reports data that can be used by policymakers, LEA's, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.
- Meet reporting requirements, to include:
 - Annual reporting as required by the California Department of Education (CDE). LEA districts shall submit the required end-of-the-year files to California Department of Education by November 1, immediately following the fiscal year for which data are being reported;
 - Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate program in closing equity gaps in program access and completion, and earnings of underserved demographic groups.
 - Participate in grant work plan activities: Provide career exploration activities targeted at grade 7 and grade 8 students. Engage in middle school STEM career exploration through activities in career elective, wheel exploration, science and math classes, and/or extended day activities. With identified funds, provide supplies for middle school career exploration such as filament for additive manufacturing activities and other consumables for project-based STEM activities to include for Robotics team expanded day activities.
 - Participate in grant work plan activities: Activities may include field trips, student events, CTE data analysis workshops, and additional professional development.
 - Provide program and fiscal information to VCOE in support of SWP program and fiscal reporting requirements, when requested by VCOE. Such program and fiscal information shall be disaggregated specifically for terms of this STEM PIPELINE TO ENGINEERING & MANUFACTURING, SWP grant work plan, separate from other K12 Strong Workforce Program grant funds and activities.
 - Expend funds in accordance with Attachment A: *Appendix C: Guidelines, Definitions, and Allowable Expenditures*; and in accordance with the work plan items outlined in this MOU.

(II) VCOE Responsibilities

VCOE assumes the following responsibilities:

- Reporting Requirements: VCOE shall complete program and fiscal reporting requirements related to the SWP.
- Facilitate pre-approval of expenditures in excess of \$5000, upon request of LEA district.
- Provide professional development activities for pathway teachers.
- Provide programmatic guidance and support to carry out the SWP work plan activities.

(III) Term

The term of this MOU is July 1, 2021 – June 30, 2023, subject to all terms and conditions set forth herein.

(IV) Funding: Pass Through Funding to Districts

Upon execution of this MOU, in a timely manner VCOE shall release 70% of funding for STEM PIPELINE TO ENGINEERING & MANUFACTURING outlined in section (V) *Work Plan* below; the remaining 30% of funds shall be released to LEA district upon receipt of full funding from the CCCCO.

(V) Work Plan: STEM PIPELINE TO ENGINEERING & MANUFACTURING

Grant funds are provided for grant activities. Funds shall be expended in accordance with work plan details described herein.

MIDDLE SCHOOL CAREER EXPLORATION: TOTAL \$10,500.00

MIDDLE SCHOOL STEM ACTIVITES, GIRLS IN STEM: TOTAL \$10,000.00

Middle School Career Exploration: Funds shall be expended to engage in middle school STEM career exploration through activities in career elective, wheel exploration, science and math classes, and/or extended day activities. Provide supplies for middle school career exploration such as filament for additive manufacturing activities and other consumables for project-based STEM activities to include for Robotics team expanded day activities.

Middle School STEM Activities, Girls in STEM: Pilot middle school STEM career exploration activities to target middle school girls, **at two or more school sites**. Planning teams shall research, develop, propose, and execute plans for extended day activities, provide materials and supplies for design-build projects. Results of pilot activities shall be shared in summary narrative to VCOE.

(VI) Termination due to Cessation of State Funding

VCOE shall have the right to terminate this Contract upon three (3) days written notice in the event that the receipt by VCOE of funds from the State government for this program is reduced, suspended or eliminated for any reason. The LEA District hereby expressly waives any and all claims against VCOE for damages arising from the termination, suspension or reduction of the funds provided by the State government to VCOE for the program under which this Service Contract is made, or of the portion thereby delegated by this Service Contract.

(VII) Indemnification and Hold Harmless

VCOE and RIO SCHOOL DISTRICT each participate in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for worker's compensation, general liability, and property coverage under the VCSSFA self-insurance program.

VCOE and LEA District each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

(VIII) Notices

Any amendments or changes to this service contract should be submitted in writing and addressed to the following:

TO VCOE:

LISA CLINE
EXECUTIVE DIRECTOR, INTERNAL BUSINESS SERVICES
VENTURA COUNTY OFFICE OF EDUCATION
5189 VERDUGO WAY
CAMARILLO, CA 93010
(805) 383-1942

TO RSD:

JOHN D. PUGLISI, PH.D.
SUPERINTENDENT
RIO SCHOOL DISTRICT
1800 SOLAR DRIVE
OXNARD, CA 93030
(805) 485-3111

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

Compliance with Laws

Each party to this contract will comply with all applicable laws.

Construction of Covenants and Conditions

Each term and each provision of this contract will be construed to be both a covenant and a condition.

CONTACTPAGE

VCOE

PROJECT DIRECTOR

Laurel Arnold

Executive Director, Career Education

465 Horizon Circle

Camarillo, CA 93010

Phone: (805) 437-1421

Email: larnold@vcoe.org

BUSINESS OFFICE

Cynthia Bridges

Assistant Director, Budget & Accounting

5189 Verdugo Way

Camarillo, CA 93012

Phone: (805) 383-1933

Email: cbridges@vcoe.org

IN WITNESS WHERE OF the parties hereto have executed this Contract.

SIGNATURES

John D. Puglisi, Ph.D., Superintendent
RIO SCHOOL DISTRICT

Date

Lisa Cline

8-4-21

Lisa Cline, Executive Director, Internal Business Services
VENTURA COUNTY OFFICE OF EDUCATION

Date

N/A

Dr. César Morales, Superintendent
VENTURA COUNTY OFFICE OF EDUCATION

Date

010-5100-4388-0-3800-1000-000-320-1935-0 \$20,500.00

ENCUMBERED

08/04/2021 de

10.21



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Approval of English Language Development Professional Development MOU
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	23,100.00
Budgeted	Yes
Budget Source	Title III Funds
Recommended Action	Staff recommends board approval of the ELD professional development MOU.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

The Ventura County Office of Education will provide support to Rio School District leaders and teachers in the implementation of research-based strategies designed to provide access and participation for multilingual learners through quality instruction that develops language in all literacy domains during integrated and designated ELD/SLD. The Comprehensible Language Acquisition Strategies for Equity (CLASE) pedagogy is aligned to CCSS, the CA ELA/ELD Framework, ELD Standards, and the ELPAC. Additionally, the district leadership will be provided with sessions specifically designed to provide guidance, support and feedback to educators during implementation.

Rio 2021-22 Leadership and CLASE 2 MOU.pdf (121 KB)

Administrative Content

Executive Content

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

**AGREEMENT BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of **Ventura County Office of Education Instructional Support Services** staff in training the teachers and administrators of **Rio School District** hereafter called “the district.” The purpose is to support leaders and teachers in the implementation of research-based strategies designed to provide access and participation for multilingual learners through quality instruction that develops language in all literacy domains during integrated and designated ELD/SLD. The Comprehensible Language Acquisition Strategies for Equity (CLASE) pedagogy is aligned to CCSS, the CA ELA/ELD Framework, ELD Standards, and the ELPAC. Additionally, the district leadership will be provided with sessions specifically designed to provide guidance, support and feedback to educators during implementation.

This serves as a Memorandum of Understanding and Responsibility Agreement that “the district” and the **Ventura County Office of Education** will work together toward promoting implementation of intentional and aligned lesson planning for integrated and designated ELD instruction utilizing the language acquisition strategies for multilingual learners for up to 40 teachers /or administrators per session. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:

- a. Provide six (5) full-days of in-person CLASE trainings or (10) half-day trainings virtually as appropriate. The CLASE customized sessions will include training, classroom demonstration, and coaching and feedback. The customized trainings will be facilitated by one (1) VCOE Instructional Support Services (ISS) staff for a fee of \$8,750.00.
- b. Provide ten (10) half-day leadership trainings in- person or virtually if requested. The leadership sessions will include CLASE key strategies, Multilingual learner instructional support, walkthrough “look-fors”, progress monitoring, and feedback. The customized trainings will be facilitated by one (1) VCOE Instructional Support Services (ISS) staff for a fee of \$8,750.00.
- c. Provide four (4) half-day in-person CLASE review trainings for already trained educators. Virtual trainings will be provided if necessary. The CLASE customized sessions will include training, demonstration, and coaching and feedback. The customized trainings will be facilitated by one (1) VCOE Instructional Support Services (ISS) staff for a fee of \$3,500.00.
- d. Maintain ownership of all documents, data, and recordings, including chats, produced in the training sessions.
- e. Provide Zoom links for each session in addition to electronic handouts and/or participant slide deck of VCOE selected content for each participant for above training(s). If hardcopy handouts are requested by the district, VCOE graphic charges are to be paid by Rio School District, not to exceed \$2,100.00.
- f. If district requests a copy of the presentation, VCOE will provide a PDF copy to be used solely as a reference for participants who attended training(s).

2. Rio School District agrees to:

- a. Provide site and room for training, classroom for demo, and for debrief and planning sessions if needed.
- b. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, supplies for teachers such as chart paper, markers, butcher paper, sentence strips, etc.) if needed.
- c. Pay for and provide substitute teachers, as they are needed.
- d. Support professional learning through consistent communication, needed resources, regular and virtual classroom visits by school administrator to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education, \$21,000.00 for ISS staff plus additional charges for supplies, materials and printing costs, if requested, for a total not to exceed \$23,100.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2021, until June 30, 2022. Dates for support will be mutually determined.

For the Rio School District

Signature

Date

For the Ventura County Office of Education

Lisa Salas Brown, Associate Superintendent

Date

Lisa Cline, Executive Director, Business

Date

10.22



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.22 Approval of English Language Development MOU with Ventura County Office of Education
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	12,513.00
Budgeted	Yes
Budget Source	Title III Funds
Recommended Action	Staff recommends board approval on ELD MOU with VCOE.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

The Rio School District will work with the Ventura County Office of Education to promote implementation of the intentional and aligned lesson planning for integrated and designated ELD instruction utilizing the language acquisition strategies for multilingual learners for up to 20 teachers and administrators per session. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services mentioned in this agreement.

VCOE MOU ELD-SLD.pdf (513 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.

ISS22-010

AGREEMENT BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING

The scope of this document is to define the roles and responsibilities of **Ventura County Office of Education** Instructional Support Services staff in training the teachers and administrators of **Rio School District** hereafter called "the district." The purpose is to support teachers in the implementation of research-based strategies designed to provide access and participation for multilingual learners through quality instruction that develops language in all literacy domains during integrated and designated ELD/SLD. The Comprehensible Language Acquisition Strategies for Equity (CLASE) pedagogy is aligned to CCSS, the CA ELA/ELD Framework, ELD Standards, and the ELPAC.

This serves as a Memorandum of Understanding and Responsibility Agreement that "**the district**" and the **Ventura County Office of Education** will work together toward promoting implementation of intentional and aligned lesson planning for integrated and designated ELD instruction utilizing the language acquisition strategies for multilingual learners for up to 20 teachers and administrators per session. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:

- a. Provide six (6) full-day and one (1) half-day in-person trainings or thirteen (13) half-day trainings virtually as appropriate. The 6.5 full-day or 13 half-day customized sessions will include training, classroom demonstration, and coaching and feedback. The customized trainings will be facilitated by one (1) VCOE Instructional Support Services staff for a fee of \$11,375.00.
- b. Maintain ownership of all documents, data, and recordings, including chats, produced in the training sessions.
- c. Provide Zoom links for each session in addition to electronic handouts and/or participant slide deck of VCOE selected content for each participant for above training(s). If hardcopy handouts are requested by the district, VCOE graphic charges are to be paid by Rio School District, not to exceed \$1,138.00.
- d. If district requests a copy of the presentation, VCOE will provide a PDF copy to be used solely as a reference for participants who attended training(s).

2. Rio School District agrees to:

- a. Provide site and room for training, classroom for demo, and for debrief and planning sessions if needed.
- b. Provide presentation equipment as requested (e.g., LCD projector, screen, and document camera, supplies for teachers such as chart paper, markers, butcher paper, sentence strips, etc.) if needed.
- c. Pay for and provide substitute teachers, as they are needed.
- d. Support professional learning through consistent communication, needed resources, regular and virtual classroom visits by school administrator to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education, \$11,375.00 for ISS staff plus additional charges for supplies, materials, and printing costs, if requested, for a total not to exceed \$12,513.00.


The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2021, until June 30, 2022. Dates for support will be mutually determined.

For the Rio School District

Signature

Date

For the Ventura County Office of Education



Lisa Salas Brown, Associate Superintendent

8-9-2021

Date



Lisa Cline, Executive Director, Business

8-12-21

Date

10.23



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.23 Approval of the Award of Bid #21-12L for the Rio Del Valle Middle School Phase 1 Sports Field Complex to Los Angeles Engineering.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	4,816,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Notice of Award to Los Angeles Engineering for Bid #21-12L, Rio Del Valle Sports Field Complex, Phase 1.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On August 31, 2021, the Rio School District received four bid responses for Bid #21-12L for the Rio Del Valle Middle School Phase 1 Sports Field Complex. Pursuant to Instruction to Bidders Article 34, any bidder submitting a Bid to the District may file a protest of the District's intent to award the Contract to this office not more than three (3) calendar days following the date of issuance of the District Notice of Intent to Award the Contract. The lowest bidder and the second lowest bidder have withdrawn their bids. The next lowest bidder is Los Angeles Engineering. Attached is a copy of the Award of Bid letter being sent to Los Angeles Engineering dated September 16, 2021.

[Award of Bid to Los Angeles Engineering.pdf \(35 KB\)](#)

[BID PACKAGE FOR LA ENGINEERING.pdf \(572 KB\)](#)

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.



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

September 7, 2021

Via E-Mail: aaron@laeng.net

Los Angeles Engineering, Inc.
Aaron O'Brien (Secretary)
633 N. Barranca Ave.
Covina, CA 91723

SUBJECT: Project #21-12L Rio Del Valle Middle School Phase 1 Sports Field Complex.

Dear Bidder:

On August 31, 2021, the Rio School District ("District") received bid responses for Bid #21-12L Rio Del Valle Middle School Phase 1 Sports Field Complex, Oxnard, CA as indicated below:

<u>Contractor</u>	<u>Total Base Bid with Add/Alt</u>
Monet Construction	\$3,428,000.00 (Withdraw)
Nazerian Group	\$3,594,123.00 (Withdraw)
Los Angeles Engineering	\$4,816,000.00
Hughes General Engineering	\$5,140,000.00

Pursuant to Instructions to Bidders Article 31, the District intends to award the subject bid to the lowest responsive and responsible bidder, **Los Angeles Engineering, Inc.** for the Total Base Bid with Add/Alt #4 at its **September 15, 2021 Board Meeting**, the Board of Trustees for the Rio School District is authorizing the approval of bid for the above-mentioned project.

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

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

Sincerely,

Wael Saleh
Assistant Superintendent of Business Services

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



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

September 16th, 2021

Via E-Mail
aaron@laeng.net

Los Angeles Engineering, Inc.
Aaron O'Brien (Secretary)
633 N. Barranca Ave.
Covina, CA 91723

Confirmation via U.S. Postal Service

SUBJECT: NOTICE OF AWARD: PROJECT #21-12L Rio Del Valle Middle School Phase 1 Sports Field Complex.

Dear Mr. O'Brien

At its meeting on September 15, 2021, the Rio School District Board of Education awarded the subject bid to your company as lowest responsive and responsible bidder for this project.

Please find enclosed an electronic copy of the agreement for the subject project, as well an electronic copy of the forms for the required Performance Bond & Payment Bond, Certificate of Workers' Compensation Insurance, Drug-Free Workplace Certification, Certificate Regarding Alcoholic Beverage, Tobacco-Free Campus and Contractors Certification Regarding Background Checks.

Please execute all of the enclosed forms and return two (2) original copies to my attention along with the required Certificate of Insurance with Endorsement naming both the District and its construction manager, Balfour Beatty Construction, as additional insured. Upon receipt of these documents a fully executed copy of the agreement will be returned to you for your files.

I look forward to working with you on this project. If you have any questions regarding this transmittal, please do not hesitate to contact me at 805-485-3111 or wsaleh@rioschools.org.

Sincerely,

Wael Saleh, MBA, CPA
Assistant Superintendent
Of Business Services

Cc: K. Henderson, Balfour Beatty Construction

SECTION 00400

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (this "Agreement") is made this **15 day of September 2021**, between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, hereinafter called the "District," and **Los Angeles Engineering Inc**, hereinafter called the "Contractor." District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

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

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

Rio Del Valle Phase 1 Sports Field Complex, RSD Project # 21-12L

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

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

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **Four million eight hundred and sixteen thousand dollars (\$4,816,000.00)**. The Contract Price is based upon the Contractor's Base Bid and Add/Alt #4. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

5. Hold Harmless Agreement. The Contractor shall defend, indemnify and hold harmless the District, the State of California and their officers, employees, agents and independent

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

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

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

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

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

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

6. Examination and Audit. Pursuant to California Government Code Section 8546.7, the

Parties shall be subject to an examination and audit by the California State Auditor General for a period of three (3) years after final payment of the contract limited to those matters connected with the performance of the contract.

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

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

Section	Description
00010	Notice to Contractors Calling for Bids
00100	Instructions for Bidders
00210	Bid Form (Submit with Bid)
00215	Designation of Subcontractors (Submit with Bid)
00218	Contractors Registration Certification (DIR) (Submit with Bid)
00219	SB 854 Language for Small Contracts
00220	Non-Collusion Affidavit (Submit with Bid)
00222	Certification of Prevailing Wage (Submit with Bid)
00230	Contractor's Statement of Experience (Submit with Bid)
00240	Acknowledgement of Bidding Practices Regarding Indemnity (Submit with Bid)
00250	DVBE Requirements and Forms
00300	Bid Bond (Submit with Bid)
00400	Agreement for Construction Services
00405	Labor and Material Payment Bond
00410	Performance Bond
00415	Certificate of Workers' Compensation
00417	Drug-Free Workplace Certification
00418	Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus
00419	Contractor Certification Regarding Background Checks
00420	Guarantee Form
00430	Substitution Form
00440	Conditional Waiver and Release upon Progress Payment
00442	Unconditional Waiver and Release upon Progress Payment
00447	Conditional Waiver and Release upon Final Payment
00450	Unconditional Waiver and Release upon Final Payment
00460	Escrow Agreement for Security Deposits in Lieu of Retention
00700	General Conditions
00750	Site Safety and Health Program
00800	Supplemental Conditions
00810	Insurance Requirements
00811	Insurance Documents and Endorsements
00900	Scope of Work

SCHEDULE OF DRAWINGS

GENERAL

1. G-001 TITLE SHEET

CIVIL

2. G-1-A1 TITLE SHEET
3. G-2-A1 SITE KEY MAP
4. EX-1-A1 EXISTING CONDITIONS
5. C-1-A1 SITE IMPROVEMENT PLAN - NORTHWEST
6. C-2-A1 SITE IMPROVEMENT PLAN - NORTHEAST
7. C-3-A1 SITE IMPROVEMENT PLAN - SOUTH
8. CD-1-A1 DETAILS
9. CD-2-A1 DETAILS
10. EC-1-A1 EROSION CONTROL PLAN
11. EC-2-A1 EROSION CONTROL DETAILS
12. C-1-ALT SITE IMPROVEMENT PLAN - PKG LOT BID ALTERNATE

LANDSCAPE

13. L1-1 LANDSCAPE STAKING PLAN - NORTHWEST
14. L1-2 LANDSCAPE STAKING PLAN - NORTHEAST
15. L1-3 LANDSCAPE STAKING PLAN - SOUTH
16. L2-1 LANDSCAPE CONSTRUCTION DETAILS
17. L3-1 IRRIGATION PLAN - NORTHWEST
18. L3-2 IRRIGATION PLAN - NORTHEAST
19. L3-3 IRRIGATION PLAN - SOUTH
20. L3-4 IRRIGATION PLAN - (BASE BALL)
21. L3-5 IRRIGATION LEGEND
22. L3-6 IRRIGATION NOTES
23. L3-7 IRRIGATION PLAN - BID ALTERNATE NO.4
24. L4-1 IRRIGATION DETAILS
25. L4-2 LANDSCAPE DETAILS
26. L5-1 LANDSCAPE PLANTING PLAN - NORTHWEST
27. L5-2 LANDSCAPE PLANTING PLAN - NORTHEAST
28. L5-3 LANDSCAPE PLANTING PLAN - SOUTH

ARCHITECTURAL

29. A-100 SITE DETAILS
30. A-101-A1 DEMOLITION SITE PLAN
31. A-102-A1 NEW SITE PLAN
32. A-103-ALT BID ALTERNATE #4 PAVING STAGING/FUTURE PKG

PLUMBING

33. P-101-A1 PLUMBING NOTES AND SCHEDULE
34. P-201-A1 PLUMBING DEMOLITION SITE PLAN
35. P-301-A1 PLUMBING SITE PLAN & DETAILS

SCHEDULE OF DRAWINGS

ELECTRICAL

36	E-100	GENERAL NOTES ABBREVIATIONS & SYMBOLS, ETC
37	E-101	GENERAL ELECTRICAL SPECIFICATION SHEET
38	E-200	SITE POWER PLAN
39	E-201	ELECTRICAL SINGLE LINE DIAGRAM
40	E-202	PANEL SCHEDULES & LIGHTING CONTROL EQUIPMENT
41	E-203	LIGHTING CONTROL DATA SHEETS
42	E-300	FOOTBALL/SOCCER LIGHTING PLAN
43	E-301	WALKWAY LIGHTING PLAN
44	E-400	ELECTRICAL DETAILS
45	E-401	ELECTRICAL DETAILS
46	E-500	T24 DOCUMENTATION
47	E-501	T24 DOCUMENTATION

SPECIFICATIONS

Division 1 – General Requirements

01 1000	Summary
01 2300	Alternates
01 2500	Substitution Procedures
01 2600	Contract Modification Procedures
01 2900	Payment Procedures
01 3100	Project Management and Coordination
01 3200	Construction Progress Documentation
01 3300	Submittal Procedures
01 4000	Quality Requirements
01 4200	References
01 5000	Temporary Facilities and Controls
01 5100	Field Engineering
01 6000	Product Requirements
01 7300	Execution
01 7700	Closeout Procedures
01 7823	Operation and Maintenance Data
01 7839	Project Record Documents
01 7900	Demonstration and Training

Division 2 – Existing Conditions

02 1000	Selective Demolition
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Division 3 – Concrete

03 3000	Concrete Footings
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Divisions 4 – 8

Not Used

Division 9 – Finishes

09 9713	Basketball Court Striping
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Division 10-11

Not Used

Division 12 - Equipment

12 9310	Basketball Goals
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Division 13-25

Not Used

Division 26 – Electrical

26 0000	General Electrical Provisions
26 0030	Tests and Identification
26 0050	Basic Electrical Materials and Methods
26 0051	Common Work Results for Electrical
26 0060	Minor Electrical Demolition for Remodeling
26 0115	Wireways
26 0133	Terminal Cabinets
26 0519	Low Voltage Electrical Power Conductors and Cat
26 0526	Grounding and Bonding for Electrical Systems
26 0533	Raceways and Boxes for Electrical Systems
26 0543	Underground Ducts and Raceways for Electrical S
26 0553	Identification for Electrical Systems
26 2416	Panelboards
26 5613	Lighting Poles and Standards
26 5619	LED Exterior Lighting

Divisions 27 – 30

Not Used

Division 31 – Earthwork

31 1000	Site Clearing
31 2000	Site Grading
31 2300	Trenching and Backfilling
31 2500	Construction Storm Water Pollution Prevention

Division 32 – Site Improvements

32 1216	Asphalt Concrete Paving
32 1313	Site Concrete
32 1314	Site Concrete Reinforcement
32 1723	Pavement Markings
32 3113	Chain Link Fencing and Gates
32 8400	Irrigation
32 9000	Landscape Planting and Maintenance
32 9219	Hydroseeding

Division 33 – Utilities

33 4100	Storm Drainage Piping
33 4900	Storm Drainage Structures

END OF TABLE OF CONTENTS

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

RIO SCHOOL DISTRICT
1800 Solar, 3rd Floor
Oxnard, Ca 93036

By: _____

Wael Saleh
Assistant Superintendent
of Business Services

CONTRACTOR

By: _____

Name: _____
Title: _____

(CORPORATE SEAL)

SECTION 00405

LABOR AND MATERIAL PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

WHEREAS, the Rio School District (the "Obligee") has awarded to Los Angeles Engineering, Inc. (the "Principal") a contract for the Work commonly described as the:

Rio Del Valle Phase 1 Sports Field Complex, RSD Project #21-12L

(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 _____, 2021, 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, Los Angeles Engineering, Inc., 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 two (2) years.

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
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.

END OF SECTION

SECTION 00410

**PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS, the Rio School District (the "Obligee") has awarded to Los Angeles Engineering, Inc. (the "Principal") a contract for the Work commonly described as:

Rio Del Valle Phase 1 Sports Field Complex RSD Project #21-12L

(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 _____, 2021, 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, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work under the Contract Documents ("Bond").

NOW THEREFORE, we, Los Angeles Engineering, Inc., 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 obligation shall be, and remain, in full force and effect for a period of two (2) years from the date of execution.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to

take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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)

(Address)

(_____) _____
(Area Code and Telephone Number)

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 as 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

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.

END OF SECTION

SECTION 00415

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____
(Name) (Title)

of _____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700 (a) and (b) provide:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

2. I am aware that the provisions of California Labor Code Section 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

By: _____
(Signature)

(Date)

END OF SECTION

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SECTION 00417

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____ ("Contractor"). I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code Sections 8350, *et seq.*, the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code Sections 8355, *et seq.*, by, *inter alia*, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and

to implement the requirements of California Government Code Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code Sections 8350, *et seq.*

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code Sections 8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this _____ day of _____, 2021.
(City and State)

Signature of Bidder

Handwritten or Typed Name

END OF SECTION

SECTION 00418

**CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy which prohibits the use and being under the influence of alcoholic beverages and tobacco products at any time on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Date: _____

Contractor

By: _____
Signature

END OF SECTION

10.24



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.24 Ratification of the Proposal for Tetra Tech to provide an Initial Study of all phases of project planning, implementation, and operation for the Rio Del Valle Middle School Expansion Project.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	40,893.00
Budgeted	Yes
Budget Source	Developer Fees
Recommended Action	It is recommended that the Board approve the ratification of the Proposal for Tetra Tech to provide an Initial Study of all phases of project planning, implementation, and operation for the Rio Del Valle Middle School Expansion Project.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Rio School District received a proposal from Tetra Tech to prepare the initial study of all phases of project planning, implementation, and operation for the Rio Del Valle Middle School Expansion Project in early August, 2021. In order to get started as quickly as possible, Tetra Tech was asked to begin the study and the proposal would be presented to the Board at the September Board meeting. The proposed cost is NTE: \$40,893.00.

TETRA TECH PROPOSAL.pdf (221 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.



August 11, 2021

M-2798rev1

Transmitted Electronically

Mr. Wael Saleh, C.P.A., M.B.A.
Assistant Superintendent/Chief Business Official
Rio School District
1800 Solar Drive
Oxnard, California 93036
wsaleh@rioschools.org

Subject: Revised Proposal to Prepare an Initial Study for the Rio Del Valle Middle School Campus Expansion Project in the County of Ventura, California.

Dear Mr. Saleh:

Tetra Tech is pleased to provide this revised proposal and scope of work (SOW) to prepare an Initial Study (IS) for the Rio Del Valle Middle School Campus Expansion Project in the County of Ventura, California. Sage Realty (Sage) is coordinating this project for Rio School District (RSD).

PROJECT UNDERSTANDING

Rio School District's Rio Del Valle Middle School, located at 3100 Rose Avenue (Assessor Parcel Number 144-0-110-445) in unincorporated County of Ventura, serves middle school students in Grades 6-8. The Rio Del Valle campus is currently 20.2 acres in size. The southern expansion area is approximately 10.0 acres in size, and is located on a portion of current APN 144-0-110-590. The expansion area would extend the existing boundary of the Rio Del Valle Campus to the south to Collins Street. The current western and eastern property lines would continue southward on their current bearings, until terminating at Collins Street. This area will be home to the 1) District Transportation and Parking Facility, 2) the Interim Transportation and Parking Facility, and 3) future expansion areas for instructional areas/classrooms and or athletic facilities/playgrounds.

TECHNICAL APPROACH

Task 1 Initial Study

Project Initiation and Site Walk: Tetra Tech will conduct a project kick-off meeting to review the project description and schedule; introduce key members of the project team; review any data needs and receive copies of any existing technical studies. Throughout the work effort, Tetra Tech will prepare meeting notes which will be submitted electronically, via e-mail, for all attendees.

Initial Study: The IS will consider all phases of project planning, implementation, and operation. Reports previously prepared for the project site will be reviewed, existing relevant technical studies, feasibility studies, inventory surveys, planning documents, and Geographical Information Systems (GIS) data. Where data is incomplete, data collection in the field may be necessary or additional technical studies may be recommended. The IS will be used to focus the EIR on the effects determined to be potentially significant and will provide an explanation for the determination of impacts found not to be significant.

Scoping Meeting: Tetra Tech will conduct a public scoping meeting for the proposed project. Scoping is a public process designed to determine the scope of issues and alternatives to be addressed in the environmental document.



Scoping meetings are a valuable tool for educating the public about the proposed project, to solicit input, and to allow the public to express its concerns.

Notice of Preparation: A Notice of Preparation (NOP) will be prepared for the proposed project. RSD will publish the NOP once in a local newspaper. Tetra Tech will also file the NOP with the County Clerk and State Clearinghouse.

PROJECT SCHEDULE

The following is a preliminary project schedule for the preparation of an IS.

Deliverable	Schedule	Comments
Prepare Draft Initial Study	8/10/21-10/8/21	
RSD Review/Comments on Draft IS/NOP	10/11/21- 10-15/21	
Final IS/NOP	10/20/21	
IS/NOP 30-Day Public Review Period	10/21/21 – 11/19/21	

Note: The schedule days are working days unless specified otherwise. An effort to expedite IS tasks will be done whenever feasible.

PRICE

Tetra Tech proposes to prepare an IS on a time and materials basis for a Not-to-Exceed price of \$40,893. Our price estimate is provided in Table 1. Table 2 contains a summary of our time and materials labor rates. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis. The project price will not be exceeded without your prior authorization. Our price is based on an assumed level of effort that may vary depending on changes made to the project description.

COSTING ASSUMPTIONS

Several assumptions have been made in developing this proposal and price estimate that if not valid, will constitute a change in the scope of work, requiring an adjustment in project price. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are:

- This scope of work does not include the preparation of technical studies/analysis beyond what is outlined in this scope of work. This scope is based on an anticipated level of effort and additional technical study may be warranted based on the outcome of the IS and public scoping. This scope of work assumes a traffic study, air quality/GHG and noise analysis will be done under separate scope and cost during the preparation of the Draft Environmental Impact Report (EIR). These items are not included as part of the preparation of the IS.
- The project description will not change during the course of the project. If significant changes to the proposed project description occur, additional costs may be incurred. This SOW is based on the preliminary project description prepared by Jensen dated May 25, 2021.
- This price estimate is based on our understanding of the current regulatory framework for the site. Should regulations change or if additional regulatory requirements are imposed, the project work scope and costs may need to be modified.



- Tetra Tech staff will attend meetings via zoom or similar digital format. Included is the kick-off meeting and one public Community Meeting that will be supported by Tetra Tech. Public meeting attendance by technical specialist(s) would be an additional scope and price as authorized by RSD.
- We have assumed one round of comments and a final review of the "print ready" copy of the IS. We have assumed that 2 hard copies of the IS and up to 20 thumb drives containing the IS. Tetra Tech will circulate up to 20 copies of the IS to responsible and trustee agencies.
- A general survey will be conducted of the Site to assess the biological resources at the Site. There are no wetlands or other sensitive habitats or special-status species located within the Site. Costs to provide detailed biological surveys, wetlands delineations, special-status species surveys, or agency consultations are not included in this cost estimate.
- The CHRIS search will not exceed \$1,000. The Natural History Museum of Los Angeles County vertebrate paleontological records check search conducted by Tetra Tech will not exceed \$500. This scope does not include any tribal consultation conference calls, in-person meetings, or a site visit. This scope does not include Native American meetings, site visits, or other participation. If interested local Native American tribes request a site visit or meeting requiring a Tetra Tech Archaeologist, a scope and cost estimate will be submitted for this additional work.
- This scope does not include paleontological, archaeological, or architectural survey or reporting.
- This scope of work is for the IS task and assumes that an EIR will be required (under separate scope/cost). This scope anticipates the following resource areas will be carried forward to the EIR including Agriculture, Air Quality/GHG, Hazardous Materials, Hydrology and Water Quality, Land Use, Noise, Public Services, Traffic and Utilities.
- This scope of work does not include an inventory of potential sites with a general evaluation of vacant, non-prime agricultural lands within the boundaries of the jurisdiction that could be developed for the same or similar uses.
- Tetra Tech will prepare and file the applicable CEQA NOP at the County Clerk's Office and State Clearinghouse. RSD will pay to publish the NOP in a local newspaper at least one time and will pay the associated environmental filing fees. While not required, it is suggested to translate and publish the NOP in a local Spanish language newspaper. Translation of notices and/or meeting materials is not included in this scope of work.
- Information regarding water supply and utility improvements required to service the proposed project will be provided by Jensen.

CONTRACTURAL TERMS AND CONDITIONS

We propose to perform these services in accordance with a purchase order or contract between the RSD and Tetra Tech and the agreed-on scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging the RSD's acceptance of this revised proposal.

Tetra Tech appreciates this opportunity to work with the RSD. Please contact Mr. Westhaus at (805) 455-0603 or Ms. Longman at (805) 681-7275 if you have any questions regarding our revised proposal.



TETRA TECH

Sincerely,

TETRA TECH, INC.

Randy T. Westhaus

Randy T. Westhaus, P.E.
California Schools Director
randy.westhaus@tetratech.com

cc: Renee Longman (Tetra Tech)
Jim Steele (Tetra Tech)
Linabelle Natividad (Tetra Tech)
Dr. Joel Kirschenstein (Sage)

Attachments: Table 1 - Tetra Tech Price Estimate
Table 2 - Tetra Tech Time and Materials Rates

*Way Gold
8/13/21
Per Superintendent,
will go to the
Board in September
for Ratification
W.S.*



TETRA TECH

Tables 1 and 2 – Price Estimate and Time and Materials Rates

**Rio School District
Rio Del Valle Middle School Campus Expansion Project IS
August 11, 2021**

LABOR Category	Rate	Hours	Task 1: IS Amount	TOTAL Hours	Amount
Sr. Project Manager	\$241.07	10	\$2,411	10	\$2,411
Professional Geologist/Associate Director	\$199.45	26	\$5,186	26	\$5,186
Senior-Level Noise Specialist	\$190.55	3	\$572	3	\$572
Mid-Level CEQA Specialist	\$130.22	40	\$5,209	40	\$5,209
CEQA Specialist	\$77.25	82	\$6,335	82	\$6,335
Senior-Level CEQA Specialist	\$189.60	20	\$3,792	20	\$3,792
Associate-Level Engineer/Scientist	\$97.48	80	\$7,798	80	\$7,798
Contract Management	\$188.34	4	\$753	4	\$753
Administration	\$95.93	14	\$1,343	14	\$1,343
GIS Graphics/CADD	\$115.23	24	\$2,766	24	\$2,766
Junior-Level Word Processing/Publications	\$78.84	30	\$2,365	30	\$2,365
TOTAL LABOR		333	\$38,529	333	\$38,529
OTHER DIRECT COSTS					
Cultural Records Search	\$1,500.00	1	\$1,500	1	\$1,500
Fed Ex	\$15.00	22	\$330	22	\$330
Mileage	\$0.560	200	\$112	200	\$112
Subtotal ODCs			\$1,942		\$1,942
G&A Cost on ODCs at 10.69%					
Markup on ODCs at 10%					
TOTAL ODCs			\$2,365		\$2,365
SUBCONTRACTORS					
			Amount	Amount	
Subtotal on Subcontractors			\$-	\$-	
Markup on Subcontractors at 10%			\$-	\$-	
TOTAL SUBCONTRACTORS			\$-	\$-	
TOTAL ESTIMATED AMOUNT			\$40,893	\$40,893	

Table 2
Tetra Tech Time and Materials Rates
Rio School District
Rio Del Valle Middle School Campus Expansion Project EIR
August 11, 2021

Labor Category	Hourly Billing Rate
Vice President	\$266.77
Sr. Project Manager	\$241.07
Professional Geologist/Associate Director	\$199.45
Principal-Level CEQA Specialist	\$191.00
Senior-Level Noise Specialist	\$190.55
Mid-Level CEQA Specialist	\$130.22
CEQA Specialist	\$77.25
Senior-Level Geologist/Project Manager	\$127.96
Senior-Level CEQA Specialist	\$189.60
Public Outreach Specialist	\$142.14
Principal-Level Engineer/Scientist	\$187.46
Senior-Level Engineer/Scientist	\$166.86
Mid-Level Engineer/Scientist	\$133.23
Junior-Level Engineer/Scientist	\$120.51
Associate-Level Engineer/Scientist	\$97.48
Senior-Level Environmental Technician	\$153.47
Mid-Level Environmental Technician	\$93.73
Junior-Level Environmental Technician	\$77.25
Associate-Level Environmental Technician	\$66.95
Contract Management	\$188.34
Administration	\$95.93
GIS Graphics/CADD	\$115.23
Junior-Level Word Processing/Publications	\$78.84

Notes:

Rates Effective through September 30, 2021

Rates apply to normal working hours.

Subcontractors will be billed at cost plus 10% profit

Rates for field equipment are quoted upon request.

Out-year rates escalated at 3.0% per fiscal year (Oct through Sep)

10.25



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.25 Approval of Resolution 21/22-04, Notice of Completion of the Joint Tenant Project #21-01DO Generator Replacement at 1800 Solar Drive by Oilfield Electric & Motor.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that the Board Approve Resolution 21/22-04, Notice of Completion of the Joint Tenant Project #21-01DO Generator Replacement at 1800 Solar Drive by Oilfield Electric & Motor.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This notice of completion is for work related to Rio School District's Project #21-01DO for the replacement of the generator at 1800 Solar Drive. All contract installation requirements have been satisfied by Oilfield Electric & Motor on August 19, 2021 and the project can be closed. This cost of this project is shared with the Oxnard Union High School District at the 70/30 shared rate.

Oilfield Electric & Motor Base Agreement	\$111,750.00
Oilfield Electric & Motor Change Order Amount	\$ 41,304.22

Final Cost: \$153,054.22 (Rio School District's portion is \$45,916.22)

Oilfield Electric.pdf (27 KB)

Resolution 21-22-04 NOC for Oilfield Electric (2).pdf (420 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board

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

Balfour Beatty Construction

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

August 19, 2021

Subject: Joint Tenant Project Between Oxnard Union High School District and Rio School District at 1800 Solar, Oxnard, Ca.

Re: RSD Project #21-01DO Generator Replacement at 1800 Solar, Oxnard Ca.
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board Approval for issuance of the Notice of Completion for work related to RSD Project #21-01DO Generator Replacement at 1800 Solar, Oxnard Ca. All contract installation requirements have been satisfied by Oilfield Electric & Motor for Bid #21-01DO.

The final contract amount is as follows.

Oilfield Electric & Motor Base Agreement	\$ 111,750.00
Oilfield Electric & Motor Total Change Order Amount	\$ 41,304.22
FINAL Cost	\$ 153,054.22

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

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

RIO SCHOOL DISTRICT
RESOLUTION NO. 21/22-04
NOTICE OF COMPLETION OF PROJECT 21-01DO AT 1800 SOLAR DRIVE OFFICE BY
OILFIELD ELECTRIC & MOTOR FOR THE GENERATOR REPLACEMENT

WHEREAS, pursuant to RSD Project No.#21-01DO, the Rio School District (“District”) contracted with Oilfield Electric & Motor for the Joint Tenant Generator Replacement at the District Office; and,

WHEREAS, Contractor subsequently commenced the work on Project No.21-01DO; and

WHEREAS, on August 19, 2021, the project construction manager confirmed that the work for Project No. 21-01DO has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project #21-01DO. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 15th day of September, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of Trustees

10.26



Agenda Item Details

Meeting	Sep 15, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.26 Approval of CREDIT Change Order from Oilfield Electric and Motor for the Generator Replacement project at 1800 Solar Drive.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Developer Fees
Recommended Action	It is recommended that the Board approve the Credit Change Order from Oilfield Electric & Motor for the Generator Replacement project at 1800 Solar Drive.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent,

Rationale:

As part of the contract, Oilfield Electric had the responsibility to pay for the Building Permit for the new generator at the District Office. In order to expedite the work, Rio School District paid the City and this credit reflects the reimbursement paid to the City by Rio School District.

[Oilfield change order.pdf \(135 KB\)](#)

Administrative Content

Executive Content

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

Balfour Beatty Construction

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

August 19, 2021

Attn: Dr. Puglisi

Subject: Rio/Oxnard Union High School District Office, 1800 Solar
Rio School District
Oxnard, CA

Re: Project 21-01DO Generator Replacement at 1800 Solar
Oilfield Electric & Motor
Recommendation to Approve CO #2 to Oilfield Electric & Motor

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2 to Oilfield Electric & Motor for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

- 1) CO#2-OILFIELD: Reimbursement from Oilfield Electric & Motor to the Rio School District for the Payment of the City of Oxnard Building Permit.

(\$727.07)

Total CO #2	\$ (727.07)
Previous Approved CO's	\$ 42,031.29
Original Contract	\$ 111,750.00
Revised Contract	\$ 153,054.22

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

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

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

**CO 2
08-19-2021**

PROJECT NO: RSD 21-01DO

CO NO: 2

PROJECT NAME: Generator Replacement at 1800 Solar

CONTRACTOR: Oilfield Electric & Motor

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 111,750.00
Previous Approved Change Orders	\$ 42,031.29
This Change Order	\$ (727.07)
Adjusted Contract Amount	\$ 153,054.22

TIME:

Original Contract Completion Date	June 2021
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	30
Adjusted Contract Completion Date	July 2021

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

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

RIO SCHOOL DISTRICT

Contractor: Oilfield Electric & Motor

By _____

By _____

Date _____

Date _____

District Architect; N/A

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Rio School District

Project No RSD 21-01DO

Generator Replacement at 1800 Solar (Oilfield)

CO #2

8/19/2021

Original Contract

\$ 111,750.00

PCO No.	GC No.	Description	Reason	Cost/Credit
2	OILFLD	Credit/Refund for Building Permit Paid by the Rio School District	Rio School Distict Paid for the Building Permit to Expedite the Work. Contractor responsibility as a part of their contract to pay for the permit.	\$ (727.07)

Total CO #2	\$ (727.07)
Previous Approved CO's	\$ 42,031.29
Original Contract	\$ 111,750.00
Revised Contract	\$ 153,054.22



Change Request

Oilfield Electric And Motor

1801 N. Ventura Ave
Ventura, CA 93001
Ph : (805) 648-3131

To: Rio School District
2500 East Vineyard Ave.
Oxnard, CA 93036
Ph: (805)485-3111 Fax: (805)981-7736

Number: 3
Date: 7/6/21
Job: 21-023 Rio School Dist Gen Replacemen
Job extra: ****INCORRECT FORMAT****
Phone:

Description: Credit For Permit

We are pleased to offer the following specifications and pricing to make the following changes:

Credit for Permit

The total amount to provide this work is -727.07

If you have any questions, please contact me at (805)648-3131.

Submitted by: Dan Howard
Oilfield Electric & Motor

Approved by: _____
Date: _____

TO SCHEDULE AN INSPECTION

OR PERSON: 214 South "C" Street, Oxnard, CA 93030
 PHONE: (805) 781-1000 FAX: (805) 781-1000
 Oxnard, CA 93030

24 Hours Advance Notice Is Required For All Inspections

Application Number: 21-0000312 Date: 4/68/21
 Property Address: 1800 SOLAR DR
 PARCEL NUMBER: 213-0-070-045
 Tenant nbr, name: GENERATOR
 Application type description: ELECTR ONLY, COM, IND, MULTI RESID

Owner: OXNARD UNION H S DISTRICT
 RIO SCHOOL DISTRICT
 309 SOUTH K ST
 OXNARD CA 93030

Contractor: *
 CHECK IF QUALIFIED, ADDRESS, &
 PHONE THRU INQUIRY MENU
 OXNARD CA 93030

Permit: BUILDING PERMIT
 Additional desc: 205031B
 Phone Access Code: 205031B
 Permit Fee: 18.75 Plan Check Fee: 106.00
 Issue Date: 4/08/21 Valuation: 0
 Expiration Date: 10/05/21

Qty	Unit Charge	Per	BASE FEE	Extension
				78.75

Permit: ELECTRICAL PERMIT
 Additional desc: 1.75 MEGAWATT GENERATOR
 Phone Access Code: 2050300
 Permit Fee: 91.09 Plan Check Fee: 13.50
 Issue Date: 4/08/21 Valuation: 0
 Expiration Date: 10/05/21

Qty	Unit Charge	Per	BASE FEE	Extension
1	91.0900 EA			91.09

Special Notes and Comments
 FOR RESIDENTIAL PROJECTS CARBON
 MONOXIDE AND SMOKE ALARMS ARE REQUIRED
 TO BE INSTALLED, WHEN THE COST OF
 ALTERATIONS, REPAIRS, OR ADDITIONS
 EXCEED ONE THOUSAND DOLLARS (\$1000)

Other Fees

FFR - PLAN REVIEW	170.00
DS STATE GREEN BLDG FEE	1.00
DS ISSUANCE FEE	60.00
DE IMAGING DOCUMENTS	30.53
PL GENERA, PL MAINT. FEE	5.28
PERMIT CTR SURCHARGE PC	20.98
PERMIT CTR SURCHARGE	13.32
DS SMIP/SEISMIC FEE	62
PL PC BASE FEE / COUNTER	120.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	115.84	115.84	00	.00
Plan Check Total	179.50	179.50	00	00
Other Fee Total	371.73	371.73	00	00
Grand Total	727.07	727.07	00	00

NOTICE (Please check appropriate box in each paragraph)

- 1(a) I certify that I am licensed under the State Contractor's License Law and my contractor's license is in full force and effect to:
- 1(b) I certify that I am exempt from Business and Professions Code #7031.5 under #7044 - Owner/builder #7048 - Price of labor and materials less than \$330
AND
- 2(a) I certify that I have workers' compensation insurance _____ Insurer _____ Policy # _____ or a Certificate of Consent to self-insure by the Director of Industrial Relations; or
- 2(b) I certify that I am exempt under Labor Code #3800 because the permit is for work of \$100 or less, or that in the performance of the work for which the permit is issued I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California.
AND
- 3 Lender's Name _____ Address _____

I certify that I have read this application and declare under penalty of perjury that the information contained herein is true, correct and complete. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above mentioned property for inspection purposes. I am the owner of the structure listed on this permit or I represent the owner and am acting for the owner's full knowledge and consent.

4/8/2021 | 1:55 PM PDT

Executed at City of Oxnard

Date

Contractor Authorized Signature

PROJECT COMPLETED DATE:

INSPECTOR:

THIS PERMIT BECOMES NULL AND VOID if work or construction authorized is not commenced within 180 days from date of issuance, or work is suspended or abandoned for a period of 180 days and thereafter work is commenced.

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