



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**ANNUAL ORGANIZATIONAL
BOARD MEETING**

December 15, 2021

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

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

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

2.0



Wednesday, December 15, 2021
RSD Annual Organization Board Meeting

1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Portion of 2600 N. Rose Avenue, Oxnard, CA (APN: 144-0-110-590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC Under Negotiation: Price and Terms of Payment

4.2 Conference with Legal Counsel – Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (d) (2) and (e)(1) of section 54956.9; One potential case.

4.3 Public Employee Discipline/Dismissal/Release pursuant to Government Code section 54957

4.4 Public Employee Appointment [Government Code 54957] Title: Middle School Principal

4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022; Superintendent' Mid Year Evaluation

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

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

- 5.1 Reconvene Open Session and Closed Session Report

6. Annual Organization

- 6.1 Election of Board President
- 6.2 Election of Clerk of the Board
- 6.3 Certification of Signatures

6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization and District Subcommittees

6.5 Approval of the Board Calendar of Regular Board Meeting for 2022 and revised Board Bylaw 9320 Meetings and Notices

7. Recognitions

7.1 Board Member Recognitions

8. Communications

8.1 Acknowledgement of Correspondence to the Board

8.2 Board Member Reports

8.3 Organizational Reports-RTA/CSEA/Other

8.4 Superintendent Report

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

9. Information

9.1 Business Services Report

9.2 Educational Services Report

9.3 Human Resources Updates

9.4 Annual Developer Fee Report for Fiscal Year 2020/2021

10. Discussion/Action

10.1 Approval of Resolution 2122/09 Initiate the Process Establishing Trustee Areas and Election By Trustee Areas

10.2 Discussion of COVID 19 Related Employee Protocols

10.3 Approval of the First Interim Budget

11. Consent

11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of the Regular Board Meeting of November 17, 2021

11.3 Ratification of the Commercial Warrant for November 5, 2021 through December 2, 2021

11.4 Approval of December Personnel Report

11.5 Approval of Contract Renewal with Lawrence Interactive Media FY 2021/2022

11.6 Approval of the Dates for Open Enrollment FY 2022/2023

11.7 2021-2022 1st Quarter Williams Ventura County Office of Education Activity Report

11.8 Approval of the Educator Effectiveness Block Grant

11.9 Approval of The Stepping Stones Group Agreement for LVN Services January thru June 2022

11.10 Approval of the Contract with Soliant Health for Speech and Language Services

11.11 Approval of the Contract with ProCare Therapy for Speech Pathologist Services

11.12 Approval of Proposal from Jensen Design and Survey, Inc. for the RDV School Expansion Project, Contract Amendment #3

11.13 Approval of Proposal for Materials Testing and Inspection Services for the Rio Del Valle Sports Field Complex Phase 1 from N/V/5 per DSA Requirements.

11.14 Approval of CREDIT Change Order from EJS Construction, Project 21-11L, for deleted scope of work at Rio Del Norte.

11.15 Approval of Change Order from Los Angeles Engineering, Project 21-12L, for added and deleted scope of work on the Rio Del Valle Phase 1 Sports Field.

11.16 Approval of Resolution No. 21/22-10 for the Notice of Completion by EJS Construction, Inc. for Project No. 21-11L, Rio Del Norte Classroom Ceilings

11.17 Approval of Resolution No. 21/22-11 for the Notice of Completion by Venco Electric for the Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary.

12. Organizational Business

12.1 Future Meeting Dates: TBD

12.2 Future Items for Discussion

13. Adjournment

4.1



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	4. Closed Session
Subject	4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Portion of 2600 N. Rose Avenue, Oxnard, CA (APN: 144-0-110-590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC Under Negotiation: Price and Terms of Payment
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	4. Closed Session
Subject	4.2 Conference with Legal Counsel – Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (d)(2) and (e)(1) of section 54956.9; One potential case.
Access	Public
Type	Discussion

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

4.3



Agenda Item Details

Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting

Category 4. Closed Session

Subject 4.3 Public Employee Discipline/Dismissal/Release pursuant to Government Code section 54957

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting

Category 4. Closed Session

Subject 4.4 Public Employee Appointment [Government Code 54957] Title: Middle School Principal

Access Public

Type Action, Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.5



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	4. Closed Session
Subject	4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022; Superintendent' Mid Year Evaluation
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.6



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	4. Closed Session
Subject	4.6 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

6.1

**Agenda Item Details**

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.1 Election of Board President
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will accept nominations for the position of Board President FY 2022.

Administrative Content**Executive Content**

6.2



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.2 Election of Clerk of the Board
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will accept nominations and vote for the position of the Clerk of the Board FY 2022.

Administrative Content

Executive Content

6.3



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.3 Certification of Signatures
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends the approval of the Certification of Signatures

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Governing Board will vote on the Certification of Signatures for the new board members and current members as well as Signatures of Personnel of the Rio School District authorized to sign checks, salary payments, Notice of Contracts, etc.

CertofSig1215.pdf (103 KB)

Administrative Content

Executive Content

**RIO SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES**

I, _____, Secretary to the Board of Education of the RioSchool District of Ventura County, California certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, notices of employment, contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

These approved signatures will be considered valid for the period of December, 15, 2021 to June 30, 2022.

Date of Board Action: December 15, 2021

Signature: _____
Secretary of the Board

PART I

Signature: _____
Print/Type: _____
President of the Board of Education

Signature: _____
Print/Type: _____
Clerk of the Board of Education

Signature: _____
Print/Type: _____
Member of the Board of Education

Signature: _____
Print/Type: _____
Member of the Board of Education

Signature: _____
Print/Type: _____
Member of the Board of Education

<u>*K-12 Districts</u>	<u>Community College Districts</u>
42632	85232
42633	85233

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.

Signature

Print/Type: John D. Puglisi. Ph. D
Title: Superintendent
Authorized to Sign: A-G 1-5 inclusive

Signature

Print/Type: Oscar Hernandez
Title: Assistant Superintendent of Educational Services Authorized to
Sign: A-G 1-4 inclusive

Signature

Print/Type: Wael Saleh
Title Assistant Superintendent Business Services Authorized to Sign: A-
G 1-5 inclusive

Signature

Print/Type: Rebecca Rocha
Title: Assistant Superintendent of School and Systems Improvement Authorized to
Sign: A-G 1-4 inclusive

Signature

Print Type: Veronica Rauschenberger
Title: Director of School and Systems Improvement
Authorized to Sign: G 2 inclusive

Signature _____

Print/Type: Celeste Perdue

Title: Director of Fiscal Services

Authorized to sign: B-G 2-5 inclusive

Signature

Print Type: Rebecca Rocha

Title: Director of Pupil Support Services

Authorized to Sign: G 2 inclusive

Signature

Print Type: Charles Fichtner

Title: Director of Maintenance and Operations Authorized to

Sign: G. 2-3 inclusive

Signature

Print Type: Lacey Piper

Title: Director of Child Nutrition and Wellness

Authorized to Sign: G. 2-5 inclusive

Signature

Print Type: Jarkko Myllari

Title: Director of Technology

Authorized to Sign: G. 2-5 inclusive

Print Type: Nadia Villapudua

Title: Director of Pupil Personnel Services

Authorized to Sign: G. 2-5 inclusive

Signature

6.4

**Agenda Item Details**

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization and District Subcommittees
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will accept nomination and vote for the position of School Board Representative and District Subcommittees.

Administrative Content**Executive Content**

6.5



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.5 Approval of the Board Calendar of Regular Board Meeting for 2022 and revised Board Bylaw 9320 Meetings and Notices
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the Board Calendar of Regular Board Meeting for 2020 and possible revision of Board Bylaw 9320 Meetings and Notices.
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: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will have the opportunity to revise the meeting days and times they meet for board meetings in 2022. Board Bylaw 9320 will need to be revised to reflect any changes. The Governing Board will also vote to adopt a calendar of meetings for 2022.

Beginning January all board meetings will take place at the new district Office, 1800 Solar Drive, Third Floor, Oxnard, CA.

The following dates are proposed.

January 19, 2022
 February 16, 2022
 March 16, 2022
 April 20, 2022
 May 18, 2022
 June 22 and 29, 2022
 July (Dark)
 August 17, 2022
 September 21, 2022
 October 19, 2022

November 16, 2022

December 14, 2022 (Annual Organizational Meeting)

Closed session at 5:00 p.m. and open session to follow at 6:00 p.m.

Administrative Content

Executive Content

7.1



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	7. Recognitions
Subject	7.1 Board Member Recognitions
Access	Public
Type	Recognition

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The governing board will recognize Trustee Bautista for her service as Board President for the 2021 year.

Administrative Content

Executive Content

8.4



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	8. Communications
Subject	8.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Superintendent Puglisi will provide an update on:

- Trimester One Update

Administrative Content

Executive Content

9.1



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	9. Information
Subject	9.1 Business Services Report
Access	Public
Type	Information

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Mr. Saleh will provide reports/updates on the following:

- District Boundaries Update
- District Vehicle Relocation Update

Administrative Content

Executive Content

9.2



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	9. Information
Subject	9.2 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: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- GATE Project Update
- EL Student Achievement Data Report
- Site Plan Completion Timeline
- LCAP Supplemental Update

Administrative Content

Executive Content



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	9. Information
Subject	9.3 Human Resources Updates
Access	Public
Type	Information

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID
- Attendance Update

Administrative Content

Executive Content

9.4



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	9. Information
Subject	9.4 Annual Developer Fee Report for Fiscal Year 2020/2021
Access	Public
Type	Information

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Education Code Section 66006(b) requires school districts to make public a report on the developer fees within 180 days after the end of the fiscal year. It is required that the Board review the report at a public meeting at least 15 days after the information is available. The attached report was posted December 8, 2021 at the Rio School District, 1800 Solar Drive, Oxnard, Ca 93030 for public information.

On July 1, 2020, the district started the year with a fund balance of \$2,318,733.85. The district generated a total revenue of \$2,277,711.85. The district spent \$778,018.46 on various projects, which is detailed on the attached summary. On June 30, 2021, the district ended with \$3,818,427.24 in the fund balance.

[Developer Fee Report Rev..pdf \(316 KB\)](#)

Administrative Content

Executive Content

Rio School District
Annual Developer Fee Report
For the Fiscal Year Ended June 30, 2021

Beginning Balance as of July 1, 2020 2,318,733.85

Revenues	
Developer Fees- Residential	10,650.98
Developer Fees- Commercial	1,636,498.59
Redevelopment Agency Fund	616,505.08
Net Increase(Decrease) in Fair Value	(2,125.00)
Interest Income	16,182.20
	2,277,711.85

Expenditures	% To total Spent	Amount Charged to Dev Fees	Total Project Costs	% of Project costs to dev fees
Technology Equipment & Furniture - New District Office	0.8%	6,225.48	6,225.48	100.00%
Repairs & Improvements New District Office	9.1%	70,948.31	70,948.31	100.00%
New Generator Project*	11.3%	87,689.50	93,944.18	93.34%
Signage for District Office	8.1%	62,860.12	62,860.12	100.00%
Leases of Classroom Portables- Rio Lindo	3.1%	23,800.00	23,800.00	100.00%
Leases of Classroom Portables-Rio Plaza	1.1%	8,800.00	8,800.00	100.00%
Leases of Classroom Portables-Rio Real	5.9%	45,660.00	45,660.00	100.00%
Leases of Classroom Portables-Rio Vista	1.8%	14,080.00	14,080.00	100.00%
Leases of Classroom Portables-Rio del Norte	1.1%	8,800.00	8,800.00	100.00%
Modernerization - Landscaping/Concrete - Rio Del Valle	7.1%	55,570.92	55,570.92	100.00%
Oversight-Program Planning -Sage Institute	9.4%	73,500.00	73,500.00	100.00%
MOT Facility	31.3%	243,267.95	243,267.95	100.00%
Sewer Line Clearing - Rio Lindo	3.0%	23,618.43	23,618.43	100.00%
Trash Cans and Bench - Rio Vista	1.5%	11,907.99	11,907.99	100.00%
Survey & Engineering Services - Rio Del Valle	0.8%	6,424.04	6,424.04	100.00%
Facilities Related Attorney's Fees	4.5%	34,865.72	34,865.72	100.00%
	100%	778,018.46		

Ending Balance as of June 30, 2021 3,818,427.24

* Total cost of generator \$300,000 of which 30% paid by Rio/ 70% paid by OUHSD

10.1



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	10. Discussion/Action
Subject	10.1 Approval of Resolution 2122/09 Initiate the Process Establishing Trustee Areas and Election By Trustee Areas
Access	Public
Type	Action
Recommended Action	Staff recommends approval of Resolution 2122/09 Initiate the Process Establishing Trustee Areas and Election By Trustee Areas

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

During the board meeting of November 17th, the Governing Board expressed an interest in redistricting to trustee areas. The approval of the resolution will allow the district to begin the process. Below is a suggested timeline for the process.

January 19

- Pre-Map Public Hearing #1, to solicit input from the public

February 16

- Pre-Map Public Hearing #2;
- Adopt resolution regarding criteria to guide the creation of trustee areas

February 17 to March 4

- Demographer prepares draft maps
- Draft maps made available to the public by March 4

March 16

- Public Hearing #3, for feedback on draft maps
- Potential Board direction for additional draft map(s)

April 20

- Public Hearing #4
- Adopt resolution creating trustee areas and changing method of election
- Public hearing and adoption of resolution seeking waiver from State Board of Education

April 21

- Submit adopted resolution to county committee on school district organization
- Submit waiver application to State Board of Education

During the month of May

- County committee conducts public hearing
- County committee approves map
- Shape files submitted to County Registrar of Voters

July 13-14

- State Board of Education approves election waiver application

[Rio - CVRA Resolution \(1\).pdf \(18 KB\)](#)

Administrative Content

Executive Content

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

RESOLUTION NO. 2122/09

**RESOLUTION TO INITIATE THE PROCESS OF ESTABLISHING
TRUSTEE AREAS AND ELECTIONS BY-TRUSTEE AREAS**

WHEREAS, the Rio School District (“District”) currently uses an at-large system of electing its Governing Board members; and

WHEREAS, the Board is aware that under state law an at-large method of election may be deemed to impair the ability of some voters to elect candidates of their choice or to influence the outcome of elections and, therefore, may be subject to challenge under the California Voting Rights Act of 2001, California Elections Code §§ 14025, *et seq.* (“CVRA”); and

WHEREAS, the Board, based on this awareness, has had an ongoing interest in the issue, and has decided to initiate the process of establishing trustee areas and changing the method of electing members of the Board, in order to ensure compliance with the CVRA or, at minimum, avoid the potential for costly litigation under the CVRA; and

WHEREAS, transitioning to a by-trustee area election method is a time consuming process, which requires public input, the involvement of the Ventura County Committee on School District Organization, and the State Board of Education; and

WHEREAS, the Board intends to complete the process of changing to the by-trustee area election methodology, and hold its initial by-trustee area election of Board members, commencing with the November, 2022 Board election.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds the foregoing recitals to be true and correct; and

BE IT FURTHER RESOLVED that the Board directs the Superintendent or his designee to immediately initiate the legal and regulatory process, including the retention of counsel and demographic experts, to establish trustee areas within the District, as provided in Education Code section 5019, in sufficient time for trustee areas to be established for the November, 2022 election of members of the Board; and

BE IT FURTHER RESOLVED that the Board directs the Superintendent or her designee to immediately initiate the legal and regulatory process of changing the method of electing members of the Board, from the current at-large system whereby each member of the Board is elected by the registered voters of the entire District (Education Code section 5030(a)), to a method which provides that Board members residing in each trustee will be elected by the registered voters of that particular trustee area (Education Code 5030(b)), in sufficient time for the new method of electing members of the Board to be in place for the November, 2022 election; and

BE IT FURTHER RESOLVED that the Superintendent or her designee is authorized and directed to initiate the legal and regulatory process to seek a waiver from the State Board of Education, of the requirements of Education Code section 5020 and related statutes, so that action of the Ventura County Committee on School District Organization establishing trustee election areas and adopting one of the alternative methods of electing Board members specified in Education Code section 5030 does not constitute an order of election, so that trustee area elections can commence effective with the November, 2022 election; and

BE IT FURTHER RESOLVED that the Superintendent or her designee attempt to initiate and carry out the legal and regulatory process, including required public hearings, in time for the Board to take final action on a District trustee area map, for submission to the County Committee on School District Organization, at the April or May, 2022 regular meeting of the Board; and

BE IT FURTHER AND FINALLY RESOLVED that the Superintendent is authorized to do all things necessary and proper to accomplish the purposes of this Resolution.

ADOPTED, SIGNED AND APPROVED this 15th day of December, 2021.

President of the Governing Board for the
Rio School District

I, _____, Clerk of the Governing Board of the Rio School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 15th day of December, 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Governing Board of the
Rio School District

10.2



Agenda Item Details

Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting
Category 10. Discussion/Action
Subject 10.2 Discussion of COVID 19 Related Employee Protocols
Access Public
Type Action, Discussion

Public Content

Speaker: John Puglisi, Ph.D, Superintendent

Rationale:

Provide board members the opportunity to discuss the COVID 19 employee related protocols.

Administrative Content

Executive Content

10.3



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	10. Discussion/Action
Subject	10.3 Approval of the First Interim Budget for 2021-2022
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	All Funds
Recommended Action	Approve the First Interim Budget for 2021/2022

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>
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Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

AB 1200 requires that school districts provide ongoing updates to their fiscal integrity no less than twice each school year following adoption of the budget. Commonly referred to as "interim budget reports," the primary purpose is to ensure that Board of Education are kept abreast of the changing nature of the district finances and more importantly, to ensure that the district has sufficient financial reserves to complete the current fiscal year as well as two subsequent years.

The First Interim Budget report includes the impact of actual salaries and benefit cost estimates updated to reflect actual staffing and benefit selections. Additionally, revenues have been fine tuned to reflect actual awards. Spending on supplies and services has been updated to reflect the district's latest spending authorizations.

Additionally, the forecast for 2022-23 and 2023 -2024 have been updated based on the revisions to the 2021-2022 budget projections.

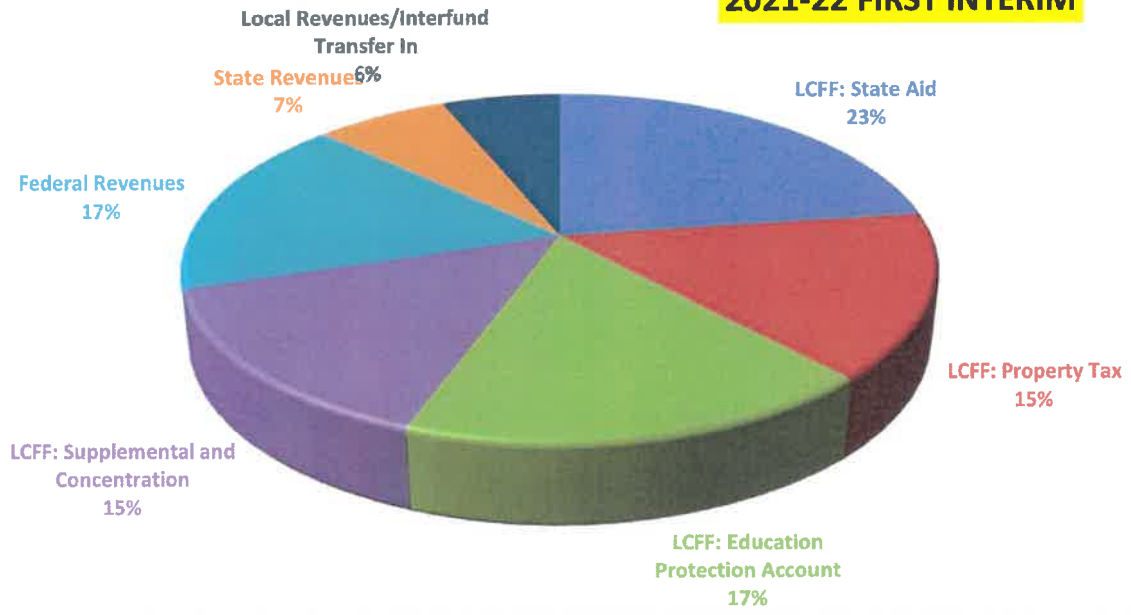
Budget Summary- Board Packet (1).pdf (887 KB)

SACS FIRST INTERIM - COMBINED.pdf (7,357 KB)

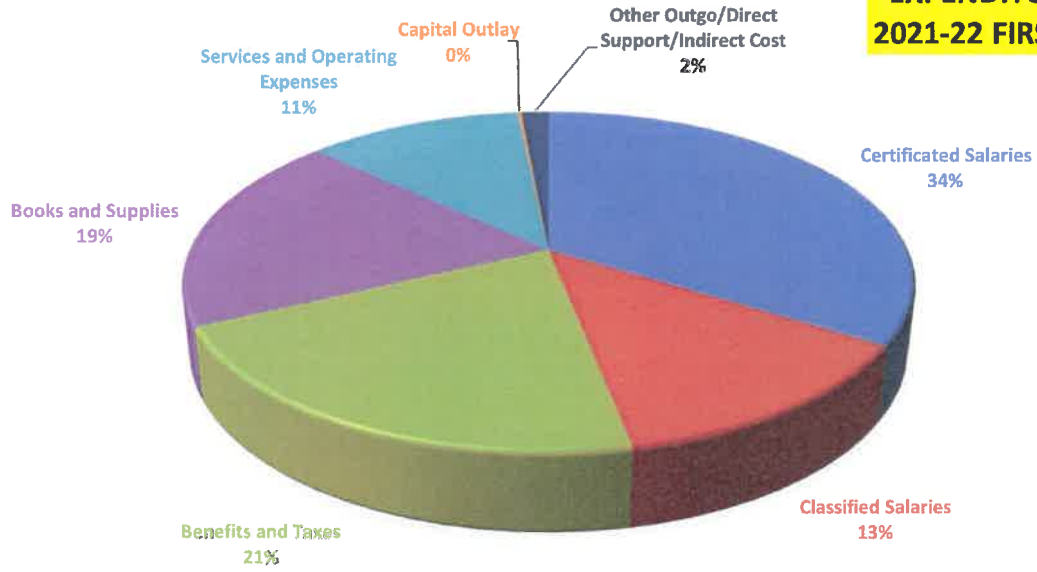
Administrative Content

Executive Content

**REVENUES CHART
2021-22 FIRST INTERIM**



**EXPENDITURES CHRT
2021-22 FIRST INTERIM**



RIO SCHOOL DISTRICT
GENERAL FUND SUMMARY (FUND 01)
REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE
2021-22 Budget Adoption

	Unrestricted	Special Education	Categorical Programs	Total
	4822.44			
A) REVENUES				
LCFF- Base Grant	\$44,333,549	\$0	\$0	\$44,333,549
LCFF- Supplemental/Concentration Grant	11,644,071	0	0	11,644,071
Federal Revenues	0	1,049,247	12,334,484	13,383,731
Other State Revenues	1,151,905	448,093	3,768,243	5,368,241
Local Revenues	1,043,931	3,632,875	0	4,676,806
TOTAL REVENUES	\$58,173,456	\$5,130,215	\$16,102,727	\$79,406,398
B) EXPENDITURES				
Certificated Salaries	\$22,608,689	\$3,054,508	\$1,692,375	\$27,355,572
Classified Salaries	6,511,395	2,192,244	1,856,743	10,560,382
Employee Benefits	13,231,376	2,357,406	1,297,419	16,886,201
Books and Supplies	2,235,607	390,026	12,795,774	15,421,407
Services and Operating Expenses	4,589,181	2,431,409	2,174,160	9,194,750
Capital Outlay	87,868	0	50,635	138,503
Other Outgo	1,510,746	0	0	1,510,746
Direct Support/Indirect Costs	(762,262)	0	419,132	(343,130)
TOTAL EXPENDITURES	\$50,012,600	\$10,425,593	\$20,286,238	\$80,724,431
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES				
C) AND USES	\$8,160,856	(\$5,295,378)	(\$4,183,511)	(\$1,318,033)
D) OTHER FINANCING SOURCES/USES				
Interfund Transfer In	\$176,317	\$0	\$0	\$176,317
Interfund Transfer Out	\$0	0	0	0
Other Sources	104,988	0	0	104,988
Contributions/Flexibility Transfers	(7,409,414)	5,295,378	2,114,036	0
TOTAL OTHER FINANCING SOURCES/USES	(\$7,128,109)	\$5,295,378	\$2,114,036	\$281,305
E) NET INCREASE (DECREASE) IN FUND BALANCE	\$1,032,747	\$0	(\$2,069,475)	(\$1,036,728)
F) BEGINNING FUND BALANCE	\$5,855,604	\$0	\$2,788,314	\$8,648,668
G) ENDING FUND BALANCE	\$6,888,351	\$0	\$718,839	\$7,611,940
H) COMPONENTS OF ENDING FUND BALANCE				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	0	0	718,839	718,839
Total Designations	\$30,000	\$0	\$718,839	\$748,839
b) Reserve:				
State Mandated Reserve (3%)	2,421,733	\$0	\$0	\$2,421,733
Unassigned Reserve	4,436,618	0	0	4,436,618
Total Reserve (\$)	\$6,858,351	\$0	\$0	\$6,858,351
Total Reserve (%)	8.50%	0.00%	0.00%	8.50%
ENDING FUND BALANCE (a + b)	\$6,888,351	\$0	\$718,839	\$7,607,191

**Rio School District
2021-22 First Interim Budget
Multi-Year Projection Assumptions**

Assumption	2021-22	2022-23	2023-24
Revenues:			
Projected Enrollment	5143	5026	4948
Projected Attendance Rate	92%	96%	96%
Projected Average Daily Attendance (ADA)	4730	4822	4748
Funded ADA *	5130	4822	4822
Cost of Living Adjustments	5.07%	2.48%	3.11%
LCFF Calculator	FCMAT	FCMAT	FCMAT
One Time Funds	\$ 10,553,245	\$ -	\$ -
Restricted Lottery Revenues Per ADA	\$ 65	\$ 65	\$ 65
Unrestricted Lottery Per ADA	\$ 163	\$ 163	\$ 163
Expenditures:			
Step and Column Adjustments	Actual Cost	1.50%	1.50%
Salary Increases/Settlements	None	None	None
Certificated Changes	None	17 FTE Less	None
Classified Staffing Changes	None	None	None
Administrator Staffing Changes	None	None	None
STRS	16.92%	19.10%	19.10%
PERS	22.91%	26.00%	26.00%
Cost of Health Increase	Actual Cost	5%	5%
One Time Funds in Expenditures	12,299,628	-	-
Utilities	Included	5%	5%

**Projected Budget Adjustments
2021-22
First Interim**

	2022-23	2023-24
Reduce LCAP Expenditures as Supp/Conc Revenues Goes down	(1,539,595)	(2,352,542)
17 Certificated FTE Less	(1,700,000)	(1,700,000)
8 FTE back from COVID	800,000	800,000
Savings from ESSER III	(475,000)	(475,000)
Savings from Additional Concentrator Grant	(800,000)	(800,000)
Total Other Adjustments	(3,714,595)	(4,527,542)

**Rio School District
Multi-Year Projections
2021-22 First Interim Budget**

Description	2021-22 First Interim	2022-23	2023-24
Funded Average Daily Attendance	5,130	4,822	4,748
A Revenues and Other Financing Sources:			
1 LCFF: Base Grant	\$44,333,549	\$42,438,845	\$43,757,790
LCFF: Supp/Concent	11,644,071	10,104,476	9,291,529
2 Federal Revenues	13,383,731	3,085,781	3,085,781
3 Other State Revenues	5,368,241	5,184,801	5,293,486
4 Other Local Revenues	4,676,806	4,676,806	4,676,806
5 Other Financing Sources	-	-	-
6 Transfer in from Other Funds	281,305	107,088	109,229
7 Total Revenues and Other Financing Sources	79,687,703	65,597,797	66,214,622
B Expenditures and Other Financing uses:			
1 Certificated Salaries			
a. Base Salaries	27,355,572	27,355,572	26,364,096
b. Projected Step and Column Adjustment	0	389,617	395,461
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(1,381,093)	-
e. Total Certificated Salaries	27,355,572	26,364,096	26,759,558
2 Classified Salaries			
a. Base Salaries	10,560,382	10,560,382	10,012,829
b. Projected Step and Column Adjustment	-	147,973	150,192
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	695,526	-
e. Total Classified Salaries	10,560,382	10,012,829	10,163,021
3 Employee Benefits:			
a. STRS	4,359,732	4,535,280	5,111,076
b. PERS	2,435,164	2,603,335	2,642,386
c. FICA and Medicare	1,231,221	1,148,261	1,165,485
d. Health and Welfare	6,634,903	6,966,648	7,314,981
e. Unemployment	182,177	231,671	235,146
f. Worker Comp	772,648	723,897	734,756
g. Retiree Benefits	1,230,356	1,248,811	1,267,544
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	40,000	40,000	-
j. Total Benefits	16,886,201	17,497,904	18,471,371
4 Books and Supplies	15,421,407	7,242,692	6,523,853
5 Services and Other Operating Expenditures	9,194,750	8,538,210	8,593,283
6 Capital Outlay	138,503	138,503	138,503
7 Other outgo	1,510,746	1,510,746	1,510,746
8 Indirect costs	(343,130)	(200,000)	(200,000)
9 Other Financing Uses	-	-	-
10 Proposed Budget Cuts	-	-	-
11 Other Adjustments	-	(3,714,595)	(4,527,542)
12 Total Expenditures and Financing Uses	80,724,431	67,390,385	67,432,793
C Net Increase (Decrease) in Fund Balance	(\$1,036,728)	(\$1,792,588)	(\$1,218,171)
D Fund Balance			
1 Net Beginning Balance	8,643,918	7,607,190	5,814,602
Total Components of Ending Fund Balance	\$7,607,190	\$5,814,602	\$4,596,431
E Available Reserves- Unrestricted Only			
General Fund:			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	718,839	(0)	0
Designated for Economic Uncertainties	2,421,733	2,021,712	2,022,984
Undesignated/ Unappropriated Amount	4,436,618	3,762,891	2,543,447
Total Available Reserve - by Amount	\$7,607,190	5,814,602	4,596,431
Total Available Reserve - by Percent	8.50%	8.58%	6.77%

11.2



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of the Regular Board Meeting of November 17, 2021
Access	Public
Type	Minutes
Minutes	View Minutes for Nov 17, 2021 - RSD Regular Board Meeting

Public Content

Speaker: John Puglisi, Superintendent

Rationale:

Staff recommends approval of the Minutes of November 17, 2021.

[Min11172021.pdf \(56 KB\)](#)

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
November 17, 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 5:00 p.m.

1.2 Pledge of Allegiance

President Bautista led the pledge of allegiance.

1.3 Roll Call

Trustee Anderson called the roll, President Bautista and Trustees Torres, Anderson and Armas were present. Trustee Martinez-Cortez arrived at 5:08 p.m.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

President Bautista acknowledged the correction of the Revised Minutes of the Regular Board Meeting of October 20, 2021.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Linda Armas, second by Kristine Anderson.

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.

Public comments were heard from Ryan Delaway and Christie Hengglar.

President Bautista adjourned the meeting into closed session at 5:09 p.m.

4. Closed Session

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

4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and Superintendent Mid-Year Evaluation

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

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

Information: 5.1 Report of Closed Session

President Bautista reconvened the meeting into open session at 6:04 p.m.

President Bautista reported no action took place during closed session and they would return to closed session at the end of the regular meeting.

6. In Memoriam

7. Communications

7.1 Acknowledgement of Correspondence to the Board

Trustee Armas acknowledged an email sent to the board by a staff member. President Bautista also commented.

7.2 Board Member Reports

Board member reports were heard from Trustee Armas and Anderson.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, President of Rio Teachers' Association.

7.4 Superintendent Report

Superintendent Puglisi gave a brief description of the 2021/2022 District Goals. These goals will be voted on in open session.

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.

There were no public comments.

8. Information

8.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, presented a brief report on Facilities projects and progress. Two of the reports will be moved for information at the next meeting.

8.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented information on ELPAC Results, Afterschool Program Enrollment and the GATE Survey Results.

8.3 Human Resources Updates

Rebecca Rocha, Director of Human Resources, presented a COVID update.

9. Discussion/Action

9.1 District Goals 2021/2022 Adoption

Staff recommends approval of the RSD District Goals.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

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

9.2 Approval of Leader in Me Contract for Rio Real School and District-wide Membership

Staff recommends board approval of the Leader in Me Contract and memberships.

Motion by Cassandra Bautista, second by Linda Armas.

Final Resolution: Motion Carries

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

No: 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 Minutes of the Regular Board Meeting of October 20, 2021

10.3 Ratification of the Commercial Warrant for October 6, 2021 through November 4, 2021

10.4 Approval of October Personnel Report

10.5 Approval of November Personnel Report

10.6 Contract with Kern County Superintendent of Schools

10.7 Approval of the Memorandum of Understanding between the Rio School District and California Partnership for Achieving Student Success (CAL-PASS Plus)

10.8 Approval of Resolution No. 21/22-08 for the Notice of Completion of Project #21-10L, Campus Wide Fire Alarm at Rio Plaza Elementary School by Venco Electric.

10.9 Approval of Change Order #1 from Venco Electric Project #20-09L for the Campus Wide Fire Alarm at Rio Real for added work

10.10 Approval of Change Order #1 from Los Angeles Engineering, Inc. for added work to the Rio Del Valle Sports Field as amendment to their contract.

10.11 Approval of Change #2 from Venco Electric for the added work on Project 21-10L, Campus Wide Fire Alarm at Rio Plaza

10.12 Approval of Change Order #1 from NV5 West for the Classroom Ceilings at Rio Del Norte, Project 21-11L

11. Organizational Business

11.1 Future Items for Discussion

The Governing Board did not request any further information at this time.

President Bautista adjourned the meeting back into closed session at 7:42 p.m.

11.2 Future Meeting Dates: Annual Organizational Meeting, December 15, 2021

12. Adjournment

12.1 Adjournment

President Bautista reconvened the meeting back into open session at 9:40 p.m.

President Bautista reported no action took place during closed session and adjourned the meeting at 9:40 p.m.

Approved on this 15th day of December, 2021.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

11.3



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.3 Ratification of the Commercial Warrant for November 5, 2021 through December 2, 2021
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,485,877.39
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Ratification of the Commercial Warrant be approved for the period November 5, 2021 through December 2, 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 \$2,485,877.39 which includes processing payments for all funds of the District in the following amounts for the period November 5, 2021 through December 2, 2021.

Fund 010	General Fund	\$817,686.29
Fund 130	Cafeteria Fund	\$223,849.71
Fund 212	Building Fund Measure L	\$1,401,503.66
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$13,218.98
Fund 252	CAPITAL FACILITIES COMMERCIAL	\$22,376.25
Fund 490	Capital Projects Fund for Blen	<u>\$7,500.00</u>
Total		\$2,486,134.89
Less Unpaid Tax Liability		<u>-\$257.50-</u>
Total:		\$2,485,877.39

Monthly Board Report of Checks 11-05-21 to 12-02-21 (1).pdf (107 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.

Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043031	11/30/2021	SISC FINANCE	010-3401	10,716.72	
5009042783	11/08/2021	AMAZON CAPITAL SERVICES	010-4200	236.50	
5009042806	11/08/2021	Open Up Resources	010-4200	325.02	
5009042864	11/10/2021	PERMA BOUND	010-4200	240.51	
5009042871	11/15/2021	AMAZON CAPITAL SERVICES	010-4200	866.24	
5009042951	11/29/2021	AMAZON CAPITAL SERVICES	010-4200	1,466.55	
5009042990	11/29/2021	SCHOLASTIC	010-4200	564.16	
5009043009	11/30/2021	AMAZON CAPITAL SERVICES	010-4200	3,912.71	
5009043026	11/30/2021	PERMA BOUND	010-4200	786.73	
5009042783	11/08/2021	AMAZON CAPITAL SERVICES	010-4300	8,808.75	
5009042793	11/08/2021	Fiberbuilt	010-4300	6,032.89	
5009042797	11/08/2021	Grainger	010-4300	15.13	
5009042798	11/08/2021	HOME DEPOT CREDIT SERVICES	010-4300	6,103.55	
5009042800	11/08/2021	IDENT-A-KID	010-4300	385.02	
5009042801	11/08/2021	Integrated Fire and Safety	010-4300	637.50	
5009042809	11/08/2021	SCHOOL NURSE SUPPLY, INC.	010-4300	708.44	
5009042814	11/08/2021	TELCOM, INC	010-4300	1,419.98	
5009042816	11/08/2021	Traffic Technologies, LLC	010-4300	360.53	
5009042817	11/08/2021	ULINE	010-4300	1,150.08	
5009042819	11/08/2021	U.S. Bank Corporate Payment Systems	010-4300	13,540.94	
5009042823	11/10/2021	Jones, Jacqueline	010-4300	89.98	
5009042824	11/10/2021	Arceo, Lucila	010-4300	53.92	
5009042826	11/10/2021	Lopez, Kimberlee A	010-4300	240.19	
5009042827	11/10/2021	Gray, Ethan T	010-4300	68.23	
5009042828	11/10/2021	Acme Tools	010-4300	376.05	
5009042829	11/10/2021	Airgas	010-4300	157.47	
5009042831	11/10/2021	BARON INDUSTRIES	010-4300	70.43	
5009042832	11/10/2021	Bertrands Music (Pedersens)	010-4300	150.82	
5009042836	11/10/2021	COGGS TIRE SERVICE	010-4300	888.86	
5009042837	11/10/2021	Concepts	010-4300	415.15	
5009042844	11/10/2021	Fence Factory	010-4300	761.96	
5009042847	11/10/2021	GOPHER SPORTS	010-4300	25.36	
5009042848	11/10/2021	Grainger	010-4300	451.74	
5009042851	11/10/2021	Houghton Mifflin Horcourt/Intervention Solutions Group	010-4300	499.05	
5009042852	11/10/2021	JOHNSTONE SUPPLY	010-4300	197.16	
5009042854	11/10/2021	JW Pepper & Son, Inc.	010-4300	5.46	
5009042855	11/10/2021	LAKESHORE	010-4300	43.69	
5009042860	11/10/2021	MARGARITA MOSQUEDA	010-4300	931.55	
5009042862	11/10/2021	PARKHOUSE TIRE, INC.	010-4300	1,322.70	
5009042865	11/10/2021	LESLIE PIMENTEL	010-4300	806.36	
5009042871	11/15/2021	AMAZON CAPITAL SERVICES	010-4300	2,665.81	
5009042873	11/15/2021	SCHOOL SPECIALTY, LLC	010-4300	508.47	
5009042881	11/15/2021	SC FUELS	010-4300	2,172.01	
5009042885	11/15/2021	SYSCO VENTURA, INC.	010-4300	46.74	

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

ESCAPE ONLINE

Page 1 of 8

Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009042889	11/18/2021	ALL-PHASE ELECTRIC SUPPLY	010-4300	1,055.55	
5009042890	11/18/2021	Claudia De Jesus, DBA Amicolor	010-4300	1,174.55	
5009042892	11/18/2021	Aswell Trophy	010-4300	214.68	
5009042894	11/18/2021	BARON INDUSTRIES	010-4300	76.25	
5009042896	11/18/2021	Blick Art Materials	010-4300	573.79	
5009042899	11/18/2021	Decker Equipment	010-4300	86.90	
5009042902	11/18/2021	DroneBlocks	010-4300	495.00	
5009042909	11/18/2021	GOPHER SPORTS	010-4300	181.12	
5009042910	11/18/2021	Grainger	010-4300	2,151.82	
5009042916	11/18/2021	Mark It Place	010-4300	15,337.93	
5009042921	11/18/2021	O'Reilly Auto Parts	010-4300	109.37	
5009042927	11/18/2021	Routledge c/o Taylor & Francis LLC	010-4300	139.03	
5009042928	11/18/2021	SC FUELS	010-4300	2,443.22	
5009042930	11/18/2021	Southwest School & Office Supply	010-4300	1,892.44	
5009042943	11/18/2021	World Finest Chocolates Inc	010-4300	3,650.75	
5009042944	11/29/2021	Lindley, Beth	010-4300	81.88	
5009042948	11/29/2021	Preciado, Sheryl	010-4300	86.62	
5009042949	11/29/2021	Guynn, Robert W	010-4300	155.88	
5009042950	11/29/2021	Kimura, Kelliann	010-4300	16.54	
5009042951	11/29/2021	AMAZON CAPITAL SERVICES	010-4300	17,599.10	
5009042953	11/29/2021	Aswell Trophy	010-4300	2,049.53	
5009042955	11/29/2021	BARON INDUSTRIES	010-4300	801.00	
5009042957	11/29/2021	Brenda Bravo	010-4300	704.00	
5009042958	11/29/2021	Center Glass Co	010-4300	1,600.00	
5009042959	11/29/2021	SCHOOL SPECIALTY, LLC	010-4300	354.84	
5009042960	11/29/2021	Coastal Enterprises	010-4300	7,398.68	
5009042965	11/29/2021	FarmPark	010-4300	19,250.00	
5009042968	11/29/2021	GOPHER SPORTS	010-4300	545.55	
5009042970	11/29/2021	Robert Guynn	010-4300	544.42	
5009042972	11/29/2021	Integrated Fire and Safety	010-4300	974.13	
5009042976	11/29/2021	LAKESHORE	010-4300	149.08	
5009042982	11/29/2021	NICK RAIL MUSIC	010-4300	4,359.08	
5009042983	11/29/2021	OFFICE DEPOT	010-4300	15,044.76	
5009042984	11/29/2021	OTC BRANDS, INC.	010-4300	163.62	
5009042986	11/29/2021	POSITIVE PROMOTIONS	010-4300	182.45	
5009042989	11/29/2021	SC FUELS	010-4300	1,951.76	
5009042991	11/29/2021	Skechers USA Inc.	010-4300	368.25	
5009042992	11/29/2021	SOS Survival Products	010-4300	197.09	
5009042993	11/29/2021	Sphero, Inc.	010-4300	1,635.00	
5009042995	11/29/2021	Sweetwater	010-4300	33,538.36	
5009043000	11/29/2021	TJM PROMOS	010-4300	585.00	
5009043002	11/29/2021	Vivian Montoya	010-4300	1,143.74	
5009043006	11/29/2021	Western Psychological Services	010-4300	666.97	
5009043009	11/30/2021	AMAZON CAPITAL SERVICES	010-4300	9,881.88	
5009043011	11/30/2021	Bertrands Music (Pedersens)	010-4300	10,412.38	
5009043012	11/30/2021	C D W GOVERNMENT, INC.	010-4300	158.39	

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Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043017	11/30/2021	JW Pepper & Son, Inc.	010-4300	49.99	
5009043020	11/30/2021	Linde Gas & Equipment Inc.	010-4300	112.49	
5009043021	11/30/2021	MJP COMPUTERS	010-4300	156.00	
5009043025	11/30/2021	OFFICE DEPOT	010-4300	1,438.73	
5009043029	11/30/2021	SC FUELS	010-4300	42.26	
5009043030	11/30/2021	SETON IDENTIFICATION PRODUCTS	010-4300	12,174.16	
5009043035	11/30/2021	WORTHINGTON DIRECT, INC.	010-4300	1,497.76	
5009042798	11/08/2021	HOME DEPOT CREDIT SERVICES	010-4325	.10	
5009042799	11/08/2021	House Sanitary Supply	010-4325	1,330.14	
5009042866	11/10/2021	Pioneer Chemical Co	010-4325	853.74	
5009042912	11/18/2021	House Sanitary Supply	010-4325	248.36	
5009042924	11/18/2021	Pioneer Chemical Co	010-4325	788.79	
5009042930	11/18/2021	Southwest School & Office Supply	010-4325	1,563.58	
5009042971	11/29/2021	House Sanitary Supply	010-4325	1,247.10	
5009042985	11/29/2021	Pioneer Chemical Co	010-4325	2,521.28	
5009043016	11/30/2021	House Sanitary Supply	010-4325	437.88	
5009042798	11/08/2021	HOME DEPOT CREDIT SERVICES	010-4335	.67	
5009043022	11/30/2021	MONTGOMERY HARDWARE CO.	010-4335	496.11	
5009042798	11/08/2021	HOME DEPOT CREDIT SERVICES	010-4360	2,491.25	
5009042811	11/08/2021	Smith Pipe & Supply	010-4360	447.52	
5009042843	11/10/2021	Ewing Irrigation Products Inc	010-4360	29.40	
5009042849	11/10/2021	Green Thumb Nursery	010-4360	231.90	
5009042881	11/15/2021	SC FUELS	010-4360	258.67	
5009042928	11/18/2021	SC FUELS	010-4360	107.80	
5009042989	11/29/2021	SC FUELS	010-4360	323.53	
5009043029	11/30/2021	SC FUELS	010-4360	104.80	
5009042847	11/10/2021	GOPHER SPORTS	010-4400	22.63	
5009042909	11/18/2021	GOPHER SPORTS	010-4400	550.61	
5009042951	11/29/2021	AMAZON CAPITAL SERVICES	010-4400	4,659.59	
5009042968	11/29/2021	GOPHER SPORTS	010-4400	1,658.54	
5009043011	11/30/2021	Bertrands Music (Pedersens)	010-4400	18,493.16	
5009043012	11/30/2021	C D W GOVERNMENT, INC.	010-4400	591.85	
5009043021	11/30/2021	MJP COMPUTERS	010-4400	1,418.07	
5009042937	11/18/2021	Ventura County Office of Education Business	010-5100	11,268.00	
5009042812	11/08/2021	School Services Of California	010-5200	245.00	
5009042819	11/08/2021	U.S. Bank Corporate Payment Systems	010-5200	4,262.00	
5009042870	11/15/2021	Minnis, Krista J	010-5200	27.33	
5009042938	11/18/2021	Ventura County Office of Education Business	010-5200	260.00	
5009042945	11/29/2021	Arceo, Lucila	010-5200	45.36	
5009042946	11/29/2021	Maria, Julie E	010-5200	201.04	
5009042947	11/29/2021	Ramos, Jillian N	010-5200	28.00	
5009043003	11/29/2021	Wael Saleh	010-5200	826.18	
5009042807	11/08/2021	ORANGE COUNTY DEPT OF ED	010-5300	400.00	

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Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009042819	11/08/2021	U.S. Bank Corporate Payment Systems	010-5300	305.00	
5009042917	11/18/2021	MWG MESTMAKER & ASSOCIATES	010-5450	160.00	
5009042791	11/08/2021	SOUTHERN CALIF. EDISON	010-5520	15,843.77	
5009042874	11/15/2021	SOUTHERN CALIF. EDISON	010-5520	5,898.81	
5009042903	11/18/2021	SOUTHERN CALIF. EDISON	010-5520	25,011.79	
5009042796	11/08/2021	THE GAS COMPANY	010-5530	486.02	
5009042967	11/29/2021	THE GAS COMPANY	010-5530	3,256.07	
5009042787	11/08/2021	CITY OF OXNARD	010-5540	11,311.48	
5009042818	11/08/2021	UNITED WATER CONSERVATION DIST	010-5540	2,874.99	
5009042830	11/10/2021	APPLIED BACKFLOW TECHNOLOGIES	010-5540	244.00	
5009042833	11/10/2021	California American Water	010-5540	308.51	
5009042834	11/10/2021	CITY OF OXNARD	010-5540	9,801.27	
5009042838	11/10/2021	CULLIGAN WATER	010-5540	278.75	
5009042898	11/18/2021	CITY OF OXNARD	010-5540	4,535.76	
5009042841	11/10/2021	E J Harrison & Sons	010-5560	2,492.51	
5009042964	11/29/2021	E J Harrison & Sons	010-5560	250.68	
5009042788	11/08/2021	De Lage Landen Financial Servi ces, Inc.	010-5600	206.48	
5009042819	11/08/2021	U.S. Bank Corporate Payment Systems	010-5600	979.00	
5009042887	11/15/2021	Wireless CCTV LLC	010-5600	3,000.00	
5009042929	11/18/2021	Security Self Storage	010-5600	232.00	
5009043036	11/30/2021	XEROX CORPORATION	010-5600	279.54	
5009042786	11/08/2021	C & M AUTO TRUCK ELECTRIC	010-5610	1,651.04	
5009042836	11/10/2021	COGGS TIRE SERVICE	010-5610	53.07	
5009042859	11/10/2021	MJP COMPUTERS	010-5610	5,586.40	
5009042882	11/15/2021	Sonitrol	010-5610	72.72	
5009042895	11/18/2021	BC Rincon Construction	010-5610	10,980.20	
5009042908	11/18/2021	GIBBS INTERNATIONAL	010-5610	9,909.13	
5009042915	11/18/2021	M/M Mechanical Inc.	010-5610	1,388.63	
5009042918	11/18/2021	Mobile Diesel Smoke Testing Services	010-5610	1,500.00	
5009042923	11/18/2021	PARKHOUSE TIRE, INC.	010-5610	6,282.70	
5009042936	11/18/2021	Velocity Truck Center	010-5610	1,781.35	
5009042969	11/29/2021	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009043001	11/29/2021	Tri County Power Washing	010-5610	3,000.00	
5009043010	11/30/2021	BC Rincon Construction	010-5610	47,085.55	
5009042802	11/08/2021	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009042888	11/15/2021	XEROX CORPORATION	010-5612	11,756.05	
5009043018	11/30/2021	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	656.22	
5009042798	11/08/2021	HOME DEPOT CREDIT SERVICES	010-5630	.08	
5009042829	11/10/2021	Airgas	010-5630	54.78	

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Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009042883	11/15/2021	Sunbelt Rentals	010-5630	4,039.46	
5009042782	11/08/2021	Adam Burton	010-5800	800.00	
5009042785	11/08/2021	BRAINPOP LLC	010-5800	3,846.25	
5009042794	11/08/2021	Freedom Writers Foundation	010-5800	3,500.00	
5009042804	11/08/2021	Michael Lorimer	010-5800	7,286.52	
5009042810	11/08/2021	SERVICE PRO-FIRE PROTECTION	010-5800	130.00	
5009042819	11/08/2021	U.S. Bank Corporate Payment Systems	010-5800	8,687.32	
5009042822	11/10/2021	Forum Music Festivals	010-5800	100.00	
5009042835	11/10/2021	Stephen Clark	010-5800	750.00	
5009042839	11/10/2021	Diane DeLaurantis	010-5800	1,300.00	
5009042845	11/10/2021	FGL Environmental	010-5800	331.00	
5009042846	11/10/2021	Golden State Alarms, Inc.	010-5800	910.00	
5009042850	11/10/2021	William Venegas Hip Hop Mindset	010-5800	6,510.00	
5009042861	11/10/2021	PARADIGM HEALTHCARE SERVICES	010-5800	1,471.09	
5009042863	11/10/2021	PASSAGEWAY, INC.	010-5800	7,307.72	
5009042867	11/10/2021	Platinum tow & Transport	010-5800	405.00	
5009042875	11/15/2021	Luis Gerardo Guillen	010-5800	425.00	
5009042876	11/15/2021	Lynne M Slidders	010-5800	1,125.00	
5009042877	11/15/2021	Peaceful Playgrounds	010-5800	1,600.00	
5009042879	11/15/2021	Rain Master Irrigation Systems	010-5800	14.95	
5009042880	11/15/2021	SAFETY-KLEEN, INC.	010-5800	75.00	
5009042882	11/15/2021	Sonitrol	010-5800	213.28	
5009042884	11/15/2021	Steve Sunnarborg	010-5800	889.34	
5009042900	11/18/2021	Diane DeLaurantis	010-5800	11,500.00	
5009042907	11/18/2021	Luis Gerardo Guillen	010-5800	900.00	
5009042911	11/18/2021	Homero Chavez	010-5800	961.41	
5009042913	11/18/2021	Imagine Learning, Inc.	010-5800	20,000.00	
5009042914	11/18/2021	Jesus Landeros DBA Athletes2 colleg	010-5800	1,250.00	
5009042920	11/18/2021	Nee Quaison Sackey	010-5800	2,000.00	
5009042926	11/18/2021	RCD of Santa Monica Mountains	010-5800	5,400.00	
5009042931	11/18/2021	School Services Of California	010-5800	3,903.34	
5009042932	11/18/2021	Steve Sunnarborg	010-5800	900.00	
5009042942	11/18/2021	Imagine Learning, Inc.	010-5800	29,250.00	
5009042951	11/29/2021	AMAZON CAPITAL SERVICES	010-5800	2,911.82	
5009042952	11/29/2021	Amplified IT	010-5800	800.00	
5009042958	11/29/2021	Center Glass Co	010-5800	1,600.00	
5009042961	11/29/2021	CALIFORNIA SCHOOL MANAGEMENT	010-5800	3,150.00	
5009042962	11/29/2021	Diane DeLaurantis	010-5800	1,400.00	
5009042974	11/29/2021	John Tracy Center	010-5800	525.00	
5009042978	11/29/2021	MAXIM STAFFING SOLUTIONS	010-5800	13,288.88	
5009042979	11/29/2021	McKinley Elevator Corp.	010-5800	404.59	
5009042980	11/29/2021	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800	9,178.33	
5009042981	11/29/2021	MJP COMPUTERS	010-5800	400.00	
5009042988	11/29/2021	Rio School District	010-5800	255.00	

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Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009042994	11/29/2021	Swank Movie Licensing USA	010-5800	4,868.00	
5009043004	11/29/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,215.00	
5009043008	11/30/2021	Accelerate learning Inc	010-5800	213.04	
5009043013	11/30/2021	Diane DeLaurantis	010-5800	1,150.00	
5009043015	11/30/2021	Franklin Covey	010-5800	8,075.00	
5009043023	11/30/2021	N2Y, LLC	010-5800	2,288.57	
5009043024	11/30/2021	Nee Quaison Sackey	010-5800	2,150.00	
5009043028	11/30/2021	Riverside Insights	010-5800	1,402.77	
5009043032	11/30/2021	STAR of CA, LLC	010-5800	297.50	
5009042784	11/08/2021	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	15,786.61	
5009042792	11/08/2021	FEDEX	010-5900	39.62	
5009042795	11/08/2021	Frontier Communications	010-5900	184.05	
5009042872	11/15/2021	AT&T	010-5900	2,103.86	
5009042893	11/18/2021	AT&T	010-5900	2,691.88	
5009042905	11/18/2021	FEDEX	010-5900	32.23	
5009042906	11/18/2021	Frontier Communications	010-5900	144.31	
5009042954	11/29/2021	AT&T	010-5900	66.90	
5009042966	11/29/2021	Frontier Communications	010-5900	116.26	
5009043005	11/29/2021	Windstream	010-5900	7,582.04	
5009042940	11/18/2021	VERIZON WIRELESS	010-5920	411.43	
5009042925	11/18/2021	PRINTECH	010-6400	6,896.00	
5009042919	11/18/2021	United of Omaha Life Ins. Co.	010-9534	759.00	
5009042998	11/29/2021	Tax Deferred Services Corporate Office Suite 209	010-9539	97,478.88	
5009042858	11/10/2021	Mcgrath Family Farms	Cancelled		19,250.00 *
Cancel	1	19,250.00			
Total Number of Checks			211	817,686.29	
5009042781	11/08/2021	Kimura, Kelliann	130-4300	124.66	
5009042799	11/08/2021	House Sanitary Supply	130-4300	3,414.05	
5009042825	11/10/2021	Gutierrez, Rosaizela M	130-4300	9.48	
5009042869	11/15/2021	Buckenberger, Jenise A	130-4300	43.20	
5009042881	11/15/2021	SC FUELS	130-4300	188.45	
5009042928	11/18/2021	SC FUELS	130-4300	35.84	
5009042939	11/18/2021	VENTURA REFRIGERATION SALES & SERVICE	130-4300	3,871.55	
5009042983	11/29/2021	OFFICE DEPOT	130-4300	634.56	
5009042989	11/29/2021	SC FUELS	130-4300	177.63	
5009043029	11/30/2021	SC FUELS	130-4300	38.17	
5009042789	11/08/2021	Driftwood Dairy, Inc.	130-4710	27,856.40	
5009042803	11/08/2021	Laubacher Farms, inc	130-4710	862.50	
5009042808	11/08/2021	Tri County Bread Service	130-4710	1,684.59	
5009042813	11/08/2021	SYSCO VENTURA, INC.	130-4710	16,346.78	
5009042815	11/08/2021	THE BERRY MAN, INC.	130-4710	3,094.78	
5009042840	11/10/2021	Driftwood Dairy, Inc.	130-4710	4,824.02	
5009042856	11/10/2021	Laubacher Farms, inc	130-4710	3,635.00	

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Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009042868	11/10/2021	THE BERRY MAN, INC.	130-4710	44,733.48	
5009042885	11/15/2021	SYSCO VENTURA, INC.	130-4710	5,549.37	
5009042886	11/15/2021	THE BERRY MAN, INC.	130-4710	1,196.70	
5009042897	11/18/2021	CDE/CASHIER'S OFFICE	130-4710	2,456.70	
5009042901	11/18/2021	Driftwood Dairy, Inc.	130-4710	5,648.66	
5009042933	11/18/2021	SYSCO VENTURA, INC.	130-4710	22,910.73	
5009042935	11/18/2021	THE BERRY MAN, INC.	130-4710	7,869.70	
5009042963	11/29/2021	Driftwood Dairy, Inc.	130-4710	2,010.02	
5009042996	11/29/2021	SYSCO VENTURA, INC.	130-4710	13,951.38	
5009042999	11/29/2021	THE BERRY MAN, INC.	130-4710	4,385.25	
5009043014	11/30/2021	Driftwood Dairy, Inc.	130-4710	1,967.23	
5009043019	11/30/2021	Laubacher Farms, inc	130-4710	810.00	
5009043033	11/30/2021	SYSCO VENTURA, INC.	130-4710	5,886.42	
5009043034	11/30/2021	THE BERRY MAN, INC.	130-4710	3,635.89	
5009042878	11/15/2021	Puretec Industrial Water	130-5600	201.00	
5009042956	11/29/2021	Best Equipment Repair Service	130-5600	647.54	
5009042987	11/29/2021	Puretec Industrial Water	130-5600	306.75	
5009043027	11/30/2021	Puretec Industrial Water	130-5600	201.00	
5009042888	11/15/2021	XEROX CORPORATION	130-5612	160.50	
5009042891	11/18/2021	Anna Jackson	130-5800	7,000.00	
5009042872	11/15/2021	AT&T	130-5900	16.83	
5009042853	11/10/2021	Jordano's	130-6400	25,462.90	
Total Number of Checks			39	223,849.71	
5009042859	11/10/2021	MJP COMPUTERS	212-4400	9,821.58	
5009042805	11/08/2021	N/V/5 West, Inc.	212-5800	645.00	
5009043007	11/30/2021	Abundance Internet Inc.	212-5800	3,640.00	
5009042975	11/29/2021	KBZ Architects	212-6101	1,349.00	
5009042857	11/10/2021	Los Angeles Engineering	212-6102	934,714.50	
5009042977	11/29/2021	M/M Mechanical Inc.	212-6102	49,069.12	
5009042997	11/29/2021	TAFT ELECTRIC	212-6102	395.00	
5009042820	11/08/2021	Venco Electric	212-6202	103,124.06	
5009042842	11/10/2021	EJS Construction, Inc	212-6202	142,930.98	
5009042904	11/18/2021	EJS Construction, Inc	212-6202	134,196.01	
5009042975	11/29/2021	KBZ Architects	212-6219	15,250.50	
5009042790	11/08/2021	DIV. OF THE STATE ARCHITECT	212-6220	6,367.91	
Total Number of Checks			11	1,401,503.66	
5009042934	11/18/2021	Tetra Tech Divisions	251-5800	13,218.98	
Total Number of Checks			1	13,218.98	
5009042821	11/08/2021	Vineyard Real Estate, LLC	252-5600	10,500.00	
5009042941	11/18/2021	Vineyard Real Estate, LLC	252-5600	10,500.00	
5009042973	11/29/2021	JENSEN DESIGN & SURVEY	252-6135	1,376.25	

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Checks Dated 11/05/2021 through 12/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
Total Number of Checks			3	22,376.25	
5009042922	11/18/2021	Pacific West Communities, Inc	490-5600	7,500.00	
Total Number of Checks			1	7,500.00	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	210	817,686.29
130	Cafeteria Fund	39	223,849.71
212	Building Fund Measure L	11	1,401,503.66
251	CAPITAL FACILITIES - RESIDENTI	1	13,218.98
252	CAPITAL FACILITIES COMMERCIAL	3	22,376.25
490	Capital Projects Fund for Blen	1	7,500.00
Total Number of Checks		255	2,486,134.89
Less Unpaid Tax Liability			257.50-
Net (Check Amount)			2,485,877.39

11.4



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.4 Approval of December Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Dec 15, 2021
Absolute Date	Dec 15, 2021
Recommended Action	Staff recommends approval of the monthly personnel report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

PERS Report - December 15, 2021.pdf (64 KB)

Administrative Content

Executive Content

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RIO SCHOOL DISTRICT
December 15, 2021

Certificated Personnel Report

Certificated Resignation:

Young, Katy, Teacher, Rio del Mar, (1.0 FTE) effective 12/17/2021
Granado, Lianna, Teacher, Rio del Sol, (0.50 FTE) effective 12/17/2021
Cocking, Amanda, Teacher, Rio del Sol, (1.0 FTE) effective 01/07/2022
Strasswky, Christina, Resource Teacher, Rio del Sol (0.50 FTE) Rio Real (0.50 FTE) effective 11/15/2021

Classified Personnel Report

Classified Involuntary Transfer:

Ceron, Joceline, from Instructional Assistant/Sped, (5.75) hrs, Rio Rosales to Instructional Assistant/Sped, (5.75) hrs, Rio Plaza effective 10/7/2021
Ponce, Nayada, from Instructional Assistant/Sped, (5.75) hrs, Rio Del Norte to Instructional Assistant/Sped, (5.75) hrs, Rio Del Sol effective 10/7/2021

Classified Leave of Absence:

Gomez, Dulce, Campus Supervision Assistant, (4.5) hours, Rio Del Mar, effective 11/16/21 - 2/15/22

Classified Promotion:

Carrillo-Lievanos, Anna, from Student & Family Support Specialist, (5) hours, Rio Del Sol to Student & Family Support Specialist, (5.75) hours, Rio Del Sol, effective 12/2/21
Fernandez, Melissa, from Campus Supervision Assistant, Rio Rosales (3.5) hours to Campus Supervision Assistant, Rio Rosales (4.5) hours, effective 11/29/21
Landeros, Sonia, from Food Service Worker I, (3) hours, Rio Real, to Food Service Worker I, (4.25) hours, Rio Del Valle, effective 11/29/21
Rosales, Brenda, from Student & Family Support Specialist, (5.75) hours, Rio Vista to Instructional Assistant/Sped, (5.75) hours, Rio Plaza, effective 11/15/21.

Classified Ratification of Employment:

Hernandez, Ana, Student Family & Support Specialist, (5.75) hours, Rio Real, effective 11/17/21
Magana, Antonio, Grounds Worker I, (8) hours, MOT, effective 11/10/21
Perez, Angelita, Food Service Worker I, (2) hours, Rio Lindo, effective 11/29/21

Classified Resignation:

Poleshek, Elenita, Instructional Assistant/Special Education, (5.75) hours, Rio Rosales, effective 12/3/21

Classified Saturday Language Academy Employment:

Villagomez, Celine, Instructional Assistant (5) hours, Rio Plaza, effective 11/13/21 - 5/7/22

Classified Voluntary Transfer:

Williams, Rose, from Food Service Worker I, (4.25) hours, Rio Del Mar to Food Service Worker I, (4.25) hours, Rio Rosales., effective 11/18/21

Short Term Employment:

Villagomez, Celine, Instructional Assistant, Saturday School, (5) hours, Rio Plaza, effective 11/13/21 - 5/7/22

11.5



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.5 Approval of Contract Renewal with Lawrence Interactive Media FY 2021/2022
Access	Public
Type	Action (Consent)
Dollar Amount	41,378.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approval of the Contract Renewal with Lawrence Media FY 2021/2022
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Lawrence Interactive Media will provide a redesign and redevelop Rios nine school sites.

Estimate_00617_from_Wolf_Media.pdf (25 KB)

Administrative Content

Executive Content

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Wolf Media
 5690 Willow View Drive
 Camarillo, CA 93012
 +1 8057447177
 larry@wolfmedia.us
 https://wolfmedia.us

Estimate 00617



ADDRESS Dr. John Puglisi Rio School District 1800 Solar Drive 3rd Floor Oxnard, CA 93030	DATE 11/09/2021	TOTAL \$41,378.00	EXPIRATION DATE 12/20/2021
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CATEGORY	ACTIVITY	QTY	RATE	TOTAL
Web Development	REDESIGN / REDEVELOPMENT - 9 RIO SCHOOLS WEBSITES (Redesign, rebuild, improve, fix and relaunch websites in similar design style as district site) <ul style="list-style-type: none"> • Create new mock-up of a redesigned school site (proof of concept) • Spin up Development servers for new build • Design new Headers, Footers, Siderbars, Titlebars, Menus • Improve navigation of menus, links, and page hierarchy • Optimize all images, and fix image loading issues • Integration of new Theme, Page Builder • Improve overall site speed and efficiency • Improve Mobile & tablet navigation and access • Add ACCESSIBILITY features to be ADA compliant • Consolidate duplicate pages • Remove all previous page builder shortcode • Rebuild every page and post in the new pagebuilder • Fix broken links 	9	5,300.00	47,700.00
Web Development	REDESIGN / REDEVELOPMENT - RIO DISTRICT SITE (This has been completed and 90% has been paid in last year's budget) <ul style="list-style-type: none"> • Create new mock-up of a redesigned district site (proof of concept) • Spin up Development servers for new build • Design new Headers, Footers, Siderbars, Titlebars, Menus • Improve navigation of menus, links, and page hierarchy • Optimize all images, and fix image loading issues • Integration of new Theme, Page Builder • Improve overall site speed and efficiency • Improve Mobile & tablet navigation and access • Add ACCESSIBILITY features to be ADA compliant • Consolidate duplicate pages • Remove all previous page builder shortcode • Rebuild every page and post in the new pagebuilder • Fix broken links 	0.10	9,800.00	980.00

The following contract includes a 15% preferred education discount.	SUBTOTAL	48,680.00
	DISCOUNT 15%	-7,302.00
	TOTAL	\$41,378.00

Thank you for the opportunity to serve you in helping to increase sales, grow marketshare, and expand revenue streams. Once you are ready to move forward, we just need a signed estimate and 30% down to get started! Let us know if you have any questions. (Proverbs 28:20)

THANK YOU.

Accepted By

Accepted Date

Thank you for the opportunity to serve you in helping to increase sales, grow marketshare, and expand revenue streams. Once you are ready to move forward, we just need a signed estimate and 30% down to get started! Let us know if you have any questions. (Proverbs 28:20)

11.6



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.6 Approval of the Dates for Open Enrollment FY 2022/2023
Access	Public
Type	Action (Consent)
Preferred Date	Dec 15, 2021
Absolute Date	Dec 15, 2021
Fiscal Impact	No
Recommended Action	Staff recommends approval of the open enrollment dates for the 2022-2023 school year.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Educational Services and Human Resources is providing the board with the 2022-2023 Open Enrollment dates. Families will be able to request intra-district transfers during this open enrollment window.

A copy of the application is attached for review.

[Open Enrollment Letter 2022.docx.pdf \(356 KB\)](#)

Administrative Content

Executive Content

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Rio School District

January 15, 2022

Board of Education

Cassandra Bautista
President

Eleanor Torres
Clerk

Edith Martinez-Cortes
Trustee

Kristine Anderson
Trustee

Linda Armas
Trustee

The Rio School District will be accepting applications for Open Enrollment, Intra District transfers, between February 14th and March 26th, 2022. Intra district transfers are transfers requested by resident district students who wish to enroll at a school site different than their resident area school.

If you want your child to attend another school within the Rio School District, you must complete the required application. The application will not be mailed, but can be picked up at the District Office located at 1800 Solar Drive., Oxnard, CA 93030 and is available online at the District Office website www.rioschools.org. If you want your children to continue attending their home school you do not need to fill out an open enrollment form.

Superintendent

Dr. John Puglisi, Ph.D.

Please note the timeline below:

February 14, 2022 Intra-district Open Enrollment Applications are available at the District Office.

March 26, 2022 Deadline for all applications. Applications must be received at the District Office by 4:30 p.m.

June 2022 Parents will be notified of the status of their application by mail.

The application form contains all of the necessary information for those choosing open enrollment. One application per child must be completed.

If you have any questions concerning Intra district transfers, please contact Maria Rivera, at 805.485.3111 ext. 2132.

Sincerely,

Veronica Rauschenberger
Director of School and System Improvement

Rio School District

15 de enero 2022

Board of Education

Cassandra Bautista
President

Eleanor Torres
Clerk

Edith Martinez-Cortes
Trustee

Kristine Anderson
Trustee

Linda Aguilar
Trustee

El Distrito Escolar Rio estará aceptando solicitudes para la Inscripción Abierta, Transferencias dentro del Distrito, entre el 14 de febrero al 26 de marzo del 2022. Las transferencias dentro del distrito son transferencias solicitadas para estudiantes residentes del distrito que desean inscribirse en una escuela distinta a su escuela de área de residencia.

Si desea que su hijo asista a otra escuela dentro del Distrito Escolar Rio, debe completar la solicitud requerida. La solicitud no se envía por correo, pero puede recogerla en la Oficina del Distrito ubicada en 1800 Solar Drive Ste. 100, Oxnard, CA 93030 y está disponible en la red en el sitio web del Distrito, www.rioschools.org. Si desea que sus hijos sigan asistiendo a su escuela de residencia, no necesita llenar una solicitud de inscripción abierta.

Por favor vea la línea de tiempo de abajo:

Superintendent

Dr. John Puglisi, Ph.D.

14 de febrero 2022 Solicitudes de Transferencia dentro del Distrito e Inscripción Abierta están disponibles en la Oficina del Distrito.

26 de marzo 2022 Fecha límite para todas las solicitudes. Las solicitudes se deben entregar en la Oficina del Distrito antes de las 4:30 p.m.

Junio 2022 Padres serán notificados del estado de su solicitud por correo.

El formulario de solicitud contiene toda la información necesaria para aquellos que elijan la inscripción abierta. Se debe completar una solicitud por niño.

Si tiene preguntas sobre las transferencias dentro del distrito, por favor comuníquese con Maria Rivera, al 805-485-3111 ext. 2132.

Atentamente,

Veronica Rauschenberger
Dir. ^a De Mejoramiento de Escuelas y Sistemas

11.7



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.7 2021-2022 1st Quarter Williams Ventura County Office of Education Activity Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends approval of the VCOE 1st quarter Williams report.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

The County Superintendent of School is required by California Education Code Section 1240 to report on a quarterly basis, the results of Williams Lawsuit settlement visits to the school district governing board with schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index. The attached report reflects our Williams related visits and activities completed during the 1st quarter of fiscal year 2021-2022.

During the first four weeks of the 2021-2022 school year, County Office of Education inspectors visited the following Williams schools (Rio del Norte, Rio Lindo, Rio Plaza, Rio Real, Rio Rosales, Rio del Valle and Rio Vista) to determine if sufficient textbooks or instructional materials were available and to assess the condition of the school facilities.

In summary, the inspection process found that the students in Rio School District have access to sufficient textbooks and/or instructional materials and the condition of the school facilities were in compliance.

[Rio Q1 Williams Report.pdf \(82 KB\)](#)

Administrative Content

Executive Content

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**Ventura County Office of Education
 Quarter 1 Williams Report
 2021-22 Fiscal Year**

The County Superintendent of School is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board with schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index to ensure compliance by determining:

- **Instructional Materials** - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.
- **Facilities** - All classrooms and amenities are safe, clean and functional.

This report does not included the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report.

July - September 2021 Visitation Period

District/School	Instructional Materials	Facilities
Rio Elementary School District		
Rio del Norte Elementary	In Compliance	In Compliance
Rio Lindo Elementary	In Compliance	In Compliance
Rio Plaza Elementary	In Compliance	In Compliance
Rio Real Elementary	In Compliance	In Compliance
Rio Rosales Elementary	In Compliance	In Compliance
Rio del Valle Middle School	In Compliance	In Compliance
Rio Vista Middle School	In Compliance	In Compliance

11.8



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.8 Approval of the Educator Effectiveness Block Grant
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Dollar Amount	1,144,315.00
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Educator Effectiveness Grant.

Public Content

Speaker: Oscar Hernandez, Asst. Superintendent of Ed. Services

Rationale:

The Educator Effectiveness Block Grant is a one time funding provided to districts and county offices to provide professional development for teachers, administrators, paraprofessionals, and classified to promote educator equity, quality, and effectiveness.

RSD held a public meeting with stakeholders to receive feedback. A survey was also shared with stakeholders.

Below is a list of allowable uses:

1. Coaching and Mentoring of staff serving in an instructional setting and/or beginning teacher administrator induction, including coaching and mentoring solutions that address a local need for teachers that can serve populations with a focus on retaining teachers as well as offering structure feedback and coaching systems organized around social-emotional learning, promoting self awareness, self-management, relationships and responsible decision-making.
2. Programs that lead to effective, standards-aligned instruction and improved instruction in literacy across all subject areas, including English Language arts, history-social science, science, technology, engineering, mathematics and computer science.
3. Practices and strategies that reengage pupils and lead to accelerated learning.
4. Strategies to implement social -emotional learning, trauma-informed practices, suicide prevention, access to mental health services, etc...
5. Practices to create a positive school climate, such as restorative justice, training around implicit bias: provide positive behavioral supports, multi-tiered systems of support, transforming site's culture, etc...
6. Strategies to improve inclusive practices such as universal design for learning, best practices

2021_Educator_Effectiveness_Block_Grant_Plan_Rio_Elementary_School_District_20211207 (2).pdf (356 KB)

Administrative Content

Executive Content

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EDUCATING LEARNERS FOR THE 21ST CENTURY

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Rio Elementary School District	John Puglisi Superintendent	jpuglisi@rioschools.org (805) 485-3111
Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
1,144,315.00	12/06/2021	

EC 41480

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

- (1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills,

improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provides funding for new teacher/administrator induction which includes mentor teacher stipends and stipend for district facilitator of new teacher professional development				15,000	15,000	30,000.00
Provides substitute, materials and coordination funding for NICs (Network Improvement Communities) to develop and engage in improvement science for supporting meaningful classroom teaching experiences including feedback systems which promotes improved teaching ex. Math NIC, Literacy NIC, Science NIC, IBID, Language		15,000		15,000	15,000	45,000.00
Subtotal	0.00	15,000.00	0.00	30,000.00	30,000.00	75,000.00

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provide professional development and activities supporting the implementation of evidence based strategies and foundational literacy strategies which support academic achievement in state standards. This includes planning and organizing teacher professional development, materials and substitutes.				75,000	75,000	150,000.00
Provides funding for additional fees, hours/stipends for coordination of professional						

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
learning, conference fees and contracts with outside organizations to support professional development						
Provides funding for expanded TOSA support and coaching at all schools (additional two years)				300,000	300,000	600,000.00
Subtotal	0.00	0.00	0.00	375,000.00	375,000.00	750,000.00

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provides funding for professional development related to SEL, trauma-informed practices, suicide prevention and other approaches that improve pupil well-being - expanded COSA support, Includes travel, food, hotel and conference fees				75,000	75,000	150,000.00
Subtotal	0.00	0.00	0.00	75,000.00	75,000.00	150,000.00

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Professional development for certificated and classified staff to support positive school climate, positive behavioral supports and multitiered systems of support which prevents discrimination, bullying and helps to support a positive school culture which values diverse cultural and ethnic backgrounds - include conference, travel and presenter fees			10,000	10,000	10,000	30,000.00
Subtotal	0.00	0.00	10,000.00	10,000.00	10,000.00	30,000.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Professional development in pedagogy and effective practices of Spanish instruction to support cross linguistic transfer across all content areas - includes conference and travel fees, substitutes and presenter fees		15,000	15,000	15,000	15,000	60,000.00
Integrated and designated ELD professional development across all content areas - includes funding to support substitutes, planning time and extra pay for professional development outside of the work day				20,000	20,000	40,000.00

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	15,000.00	15,000.00	35,000.00	35,000.00	100,000.00

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Professional development and support for planning and development of expanded transitional kindergarten program - includes conference fees, travel costs, planning time, etc.		5,000	5,000	5,000	5,000	20,000.00
Certificated and Classified support staff professional development in strategies to engage and support learning and positive behavior of students in early childhood education to support transitional kindergarten expansion and kindergarten in the district		5,000	5,000	5,000	4,315	19,315.00

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	10,000.00	10,000.00	10,000.00	9,315.00	39,315.00

Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	15,000.00	0.00	30,000.00	30,000.00	75,000.00
Subtotal Section (2)	0.00	0.00	0.00	375,000.00	375,000.00	750,000.00
Subtotal Section (3)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (4)	0.00	0.00	0.00	75,000.00	75,000.00	150,000.00
Subtotal Section (5)	0.00	0.00	10,000.00	10,000.00	10,000.00	30,000.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	15,000.00	15,000.00	35,000.00	35,000.00	100,000.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (10)	0.00	10,000.00	10,000.00	10,000.00	9,315.00	39,315.00
Totals by year	0.00	40,000.00	35,000.00	535,000.00	534,315.00	1,144,315.00

Total planned expenditures by the LEA:
1,144,315.00

Note:

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
 - o Teachers;
 - o Administrators;
 - o Paraprofessional educators;

- o Classified staff.

11.9



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.9 Approval of The Stepping Stones Group Agreement for LVN Services January thru June 2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	144,664.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

It is recommended that The Stepping Stones Group contract, for up to four Licensed Vocational Nurses (LVNs) which ends December 17, 2021, be extended until the end of this school year. The Stepping Stones Group is an additional staffing agency partner that supports when Maxim staffing agency is not able to meet the current staffing needs.

Due to a high volume of office health referrals, Licensed Vocational Nurses (LVNs) 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

[stepping stone agreement.pdf \(205 KB\)](#)

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.

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: Except for purposes of implementation and/or enforcement, the Parties agree that this Agreement shall be confidential to the extent allowable by law (As requested by client, approved by S. Palmer on 9/27/21).

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.



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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:

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 4 LVN's	\$52/hr, 6 hr days billable, 8/25/21 - 6/17/22, approximately 180 billable days (extended for full school year on 11/23/21)



Services Addendum

This Addendum, made as of August 16, 2021, is between The Stepping Stones Group, LLC ("Contractor"), and Rio School District ("School District"). The purpose of this Addendum is to establish bill rate and billing information for the services listed below. All other terms and conditions to remain based on current contract.

BILLING DETAILS:

SSG Employee Name: Melvie Ursua

Specialty: LVN

Billable Hours per Week: 30 hrs/wk (6 hr days billable)

Bill Rate: \$52/hr

Assignment Duration: approx. start 8/25/21 - 6/17/22 (updated on 11/23/21)

A/P Contact Name and Title: Heather Pena, Account Clerk

A/P Email & Phone Number: 805-485-3111 hpena@rioschools.org

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: signhere

Name: _____

Title: _____

Date: _____

Non-Solicitation: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary.



Services Addendum

This Addendum, made as of August 16, 2021, is between The Stepping Stones Group, LLC ("Contractor"), and Rio School District ("School District"). The purpose of this Addendum is to establish bill rate and billing information for the services listed below. All other terms and conditions to remain based on current contract.

BILLING DETAILS:

SSG Employee Name: Rosalie Macatiag

Specialty: LVN

Billable Hours per Week: 30 hrs/wk (6 hr days billable)

Bill Rate: \$52/hr

Assignment Duration: approx. start 8/25/21 - 6/17/22 (extended on 11/23/21)

A/P Contact Name and Title: Heather Pena, Account Clerk

A/P Email & Phone Number: 805-485-3111 hpena@rioschools.org

Special Billing Instructions: continue current billing practices

Signed for Contractor:

Signature: 

Name: Janine Mahon

Title: Director of Career & Client Services

Date: 8/16/21

Signed for School District:

Signature: signhere

Name: _____

Title: _____

Date: _____

Non-Solicitation: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary.

11.10



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.10 Approval of the Contract with Soliant Health for Speech and Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	68,475.00
Budgeted	Yes
Budget Source	Special Education funds
Recommended Action	Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Due to a last minute resignation, the Pupil Personnel Services department has found a need to contract with Soliant Health to replace a 1.0 FTE Speech and Language Pathologist who resigned in November of 2021.

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

[soliant agreement.pdf \(334 KB\)](#)

Administrative Content

Executive Content

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CLIENT SERVICES AGREEMENT
Education Division



Soliant Health, LLC (hereafter referred to as "Soliant"), and

Rio School District
(Client Name)

whose location is

2500 East Vineyard Avenue
(Street Address)

Oxnard, CA 93036
(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

Soliant will maintain at least the following minimum amounts of insurance:
General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.
Workers Compensation - in accordance with state regulations.
Employers Liability - \$1,000,000.
Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.
Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client

CLIENT SERVICES AGREEMENT Education Division



acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay Soliant based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Based on current federal, state and/or local legislation, all time worked in excess of eight (8) hours per day will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. Payment is due within fifteen (15) days of receipt of invoice.

10. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

13. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-

place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant s are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant s assignment.

16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

CLIENT SERVICES AGREEMENT Education Division



21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

22. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

Except for the purposes of implementation and/or enforcement, Soliant and Client agree that this agreement shall be confidential to the extent allowable by law.

24. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant's assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant's and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were

CLIENT REQUIRED DOCUMENTS CHECKLIST



Client: Rio School District

City, State: Oxnard, CA

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

Standard Credentialing Package

As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.

PROFESSIONAL:

- Current CV / Resume
- Current Skills Checklist, if applicable
- References

LICENSURE

- Professional License, as applicable
- Professional Certification, as applicable
- License and/or Certification Verification

EDUCATION:

- CDC Guidelines for School Professionals
- FERPA Guidelines

BACKGROUND:

- Criminal Background Check
- GSA Exclusion Search
- HHS/OIG Search
- Sexual Offender Search

MEDICAL:

- Hepatitis B Vaccination / Declination form
- MMR Declination
- Physical Examination Waiver
- 10-Panel Drug Screen

Optional Credentialing

If your district requires any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be provided.

Credentialing Documents will be held on file at Soliant and unless specifically requested, will not be forwarded to Client.

Orientation Details

- Will the contracted professional be permitted to attend Orientation while license is in process? YES NO
- Will the contracted professional be permitted to start their assignment while license is in process? YES NO

CLIENT INFORMATION REQUEST



CLIENT

School, District or Business Name: _____
Billing Address: _____
City, State, Zip: _____
Contact Name to Receive Invoice: _____
Invoice Email: _____
Invoice Email CC, if applicable: _____
Contact Phone: _____

In an effort to increase efficiency for our Clients, Soliant Health will email service invoices. Should you wish to opt out of this process, please check here

Invoice Follow-up Contact: Name: _____
 same as above Email: _____
Phone: _____

Payment Inquiry Contact: Name: _____
 same as above Email: _____
Phone: _____

SOLIANT HEALTH, LLC

Correspondence Address
Correspondence, Contracts, Contract Addendums, Notices, etc.
5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA 30092
Fax Number: **877-831-8511**

Remittance Address
Only payments should be sent to this address
PO Box 934411
Atlanta, GA 31193-4411

Account Representative
Name: Monica Guu
Email: monica.guu@soliant.com
Telephone: 770-723-3774

Billing Disputes, Purchase Orders, W-9 Requests
Email: billing@soliant.com
Fax: 877-831-8511



CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

ASSIGNMENT DETAILS

CLIENT NAME: Rio School District

Consultant: Rebecca Ball Position: SLP-CF

Assignment Start Date: 1/3/22 Assignment End Date: 6/17/22

Bill Rate per hour: \$ 83.00 Overtime Bill Rate per hour: \$ 124.50

Minimum Hours: 37.5 per week

Miscellaneous:

Note: overtime bill rate is ONLY assessed if Consultant is approved to work any hours over 40 per week. Designated approver will be responsible for approving or disputing Consultant hours weekly, before 8 AM on Wednesdays.

Teaching Certification: Teaching certification

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address
<u>Nadia Villapadena</u>	<u>Director of Pupil Services</u>	<u>805-485-1742</u>	<u>NVillapadena@rioschools.org</u>

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID - 19 virus while on school site.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

Client Signature

Client Printed Name

Client Title

DocuSigned by:
Monica Guu 11/9/2021
 Soliant Health, LLC Signature
 Monica Guu
 Soliant Health, LLC Printed Name
 Senior Account Executive
 Soliant Health, LLC Title

***Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.**

11.11



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.11 Approval of the Contract with ProCare Therapy for Speech Pathologist Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	44,851.20
Budgeted	Yes
Budget Source	special education funds
Recommended Action	Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Due to a Speech Language Pathologist Assistant (SLPA) being on leave and in order to support our Speech Language Pathologist in meeting the needs determined by students' individualized education plans, the Pupil Personnel Services Department has found it necessary to contract services for a Speech and Language Pathologist Assistant.

Contracted Speech Language Pathologist Assistant will be held to same standard as district employees and will be provided training to ensure that they are able to meet the needs of their students' IEPs and support Speech Pathologist effectively. Contracted Speech Language Pathologist Assistants will attend regular district trainings in order to build rapport within the department and strengthen district special education programs.

[procare agreement.pdf \(335 KB\)](#)

Administrative Content

Executive Content

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



CLIENT SERVICES AGREEMENT

between
 ProCare Therapy
 5550 Peachtree Parkway, Suite 500
 Peachtree Corners, GA 30092
 and

 Rio School District

 1800 Solar Dr

 Oxnard, CA 93030

("Client")

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and Client enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant s. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision

is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Based on current federal, state and/or local legislation, all time worked in excess of eight (8) hours per day will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

10. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should

Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.

13. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client for the purpose of reporting such event to ProCare's workers compensation carrier. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

22. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy.

To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultants and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

28. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

29. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

30. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

SIGNATURE BLOCK ON FOLLOWING PAGE



This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

<p>Rio School District</p> <hr/> <p>Client Name</p>	<p>NEW DIRECTION SOLUTIONS, LLC dba PROCARE THERAPY</p> <hr/>
<hr/> <p>Client Representative Signature Date</p>	<hr/> <p>ProCare Representative Signature Date</p>
<p>Rio School District</p> <hr/> <p>Print Name</p>	<hr/> <p>Print Name</p>
<hr/> <p>Title</p>	<hr/> <p>Title</p>



CONTACT AND INFORMATION SUMMARY

CLIENT

School, District or Business Name: _____

Billing Address: _____

City, State, Zip: _____

Contact Name to Receive Invoice: _____

Invoice Email: _____

Invoice Email CC, if applicable: _____

Contact Phone: _____

In an effort to increase efficiency for our Clients, Procare Therapy will email service invoices. Should you wish to opt out of this process, please check here

Invoice Follow-up Contact: Name: _____

same as above Email: _____

Phone: _____

Payment Inquiry Contact: Name: _____

same as above Email: _____

Phone: _____

PROCARE THERAPY

Correspondence Address

Correspondence, Contracts, Contract Addendums, Notices, etc.

5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA 30092
Fax Number: 877-831-8511

Remittance Address

Only payments should be sent to this address

PO Box 934411
Atlanta, GA 31193-4411

Account Representatives

Name: Kelly Patterson

Email: Kelly.Patterson@procaretherapy.com

Telephone: 678-538-6733

Billing Disputes, Purchase Orders, W-9 Requests

Email: billing@procaretherapy.com

Fax: 877-831-8511



ADDENDUM A Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and New Direction Solutions, LLC dba ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Kelly Patterson

School District Name (Client): Rio School District

Start Date: 01/03/2022

End Date: 06/16/2022

Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: Speech Language Pathologist Assistant

Position Details: Onsite Assistant to Speech Language Pathologist

Bill Rate: 65

Minimum Hours: 28.75

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

Miscellaneous:

N/A

- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.
- b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
- c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.
- d) All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID - 19 virus while on school site.
- e) Option of virtual services will be offered by ProCare in lieu of onsite services.
- f) All precautions will be taken by the Client to create a safe and healthy environment.

Rio School District

Client Name

Client Representative Signature*

Date

Rio School District

Print Name

Title

PROCARE THERAPY

DocuSigned by:

Kelly Patterson

12/1/2021

ProCare Therapy Representative Signature

Date

Kelly Patterson

Print Name

Account Executive

Title

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.*

11.12



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.12 Approval of Proposal from Jensen Design and Survey, Inc. for the RDV School Expansion Project, Contract Amendment #3
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	42,600.00
Budgeted	Yes
Budget Source	Developer Fees
Recommended Action	It is recommended that the Board Approve the Proposal from Jensen Design and Survey, Inc. for the RDV School Expansion Project, Contract Amendment #3

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This proposal is to give authorization to Jensen Design to prepare the Pre-Application to the City of Oxnard, prepare all City application forms and questionnaires needed for General Plan Amendment and Annexation submittal package. Jensen will also represent the project at public hearings and attend all meetings with the City. This agreement includes the preparation of a presentation of the Master Site Plan and they will prepare a Preliminary Utility Plan showing the location of all proposed onsite water, sewer, and fire lines.

20211206_^JENSEN.pdf (750 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.



1672 Donlon Street
Ventura, CA 93003
Phone: (805) 654-6977
www.jdscivil.com

RIO01.6207
December 3, 2021

Rio School District
ATTN: Mr. Wael Saleh
1800 Solar Drive
Oxnard, CA 93030

Sent Via Electronic Mail

SUBJECT: Rio School District Rio Del Valle School Expansion, Contract Amendment #3

Dear Mr. Saleh,

We have been working diligently with Mr. Joel Kirschenstein, Tetra Tech, and District Staff on the proposed Rio Del Valle Middle School Campus expansion. As the project has progressed, it has been a pleasure to work with the project team to develop a conceptual site master plan, prepare land surveying documents to facilitate the purchase of the southern parcel, contribute to the Initial Study document, manage coordination efforts with the City of Oxnard, and provide general civil engineering services. As the Initial Study effort concludes, the next step in the process is the preparation of an environmental document in accordance with the California Environmental Quality Act (CEQA) and submittal of a General Plan Amendment and Annexation request to the City of Oxnard.

Contract Amendment #2 was presented to the District in June 2021, and covered the items outlined above. As the project enters a new phase, we propose this contract amendment (Contract Amendment #3) to authorize the additional scope of work necessary to advance the project. The following scope of work is included in the proposed Contract Amendment:

Pre-Application Submittal Package Preparation and Submittal

Pursuant to guidance received by the City of Oxnard and the Oxnard Municipal Code requirements, we will prepare a "Pre-Application" submittal package sufficient to obtain initial feedback/approval of the General Plan Amendment and Annexation request. We will prepare all City required application forms and questionnaires needed for the "Pre-Application" submittal. We will work with District representatives and the District's CEQA/environmental consultant to prepare any required request letters, project descriptions, or other written materials.

We will consolidate all required applications, plans, and reports into a cohesive submittal package, and submit this package to the City. We have estimated time for one filing, as is typical for "Pre-Applications". Should the City require additional information or filings, a separate authorization will be required.

Planning Application/Submittal Package Preparation and Submittal

We will prepare all City required application forms and questionnaires needed for the General Plan Amendment and Annexation submittal package. We will work with District representatives and the District's CEQA consultant to prepare any required request letters, project descriptions, or other written materials required for submittal.

We will consolidate all required applications, plans, and reports into a cohesive submittal package, and submit this package to the City. We have estimated time for one initial filing, and

one potential revision effort based on City comments received during the initial 30 day review period for application completeness. Subsequent revisions and resubmittals, either at City or client request will require separate authorization.

City of Oxnard and Other Agency Staff Coordination through Public Hearings

We will coordinate with City staff prior to and after the filing of the submittal package to ensure the proposed project is processed by agency staff in a timely manner. Specifically, we will coordinate submittal fees, submittal procedures, additional requests for information, and general correspondence with City staff.

Once the submittal package has been deemed 'Complete' by City staff, we will work with the City to schedule public hearings and to ensure that staff reports are completed in a timely and expeditious manner. We will make ourselves available to City staff to respond to any inquiries and requests for information that may arise during the City's review process. We will review and provide comments on the staff report and proposed conditions of approval.

Additionally, we will coordinate with outside non-City agency staff as necessary to advance the project through the necessary approvals. Coordination is preliminarily anticipated to be required with County of Ventura and Ventura Local Agency Formation Commission (LAFCO).

Representation Public Hearings and Meetings

We will work with District representatives, District staff, and the District's environmental consultant to represent the project at public hearings regarding approval. We will attend meetings with the client or City staff, as requested, to discuss the project as it develops.

Anticipated public hearings at this time include a Pre Application Hearing at Oxnard City Council, a formal hearing for the proposed General Plan Amendment/Annexation request at Oxnard City Council, and the Annexation request at the Ventura Local Agency Formation Commission (LAFCO).

Additional hearings may also be required to modify the existing Greenbelt Agreement between the City of Camarillo and Oxnard. At this time, it is uncertain if these hearings will be consolidated with other hearings or handled as individual hearings by the various agencies. As such, these hearings are not included in the project scope at this time, but can be added via a work authorization at a later date if necessary.

Master Plan Revisions and Illustrative Site Plan

Preliminary conversations with District staff and the District's environmental consultant have indicated that the master plan would benefit from minor adjustments and revisions to 1) potentially lessen environmental impacts and 2) resolve future design issues/conflicts. We have budgeted time to make such minor adjustments to the previously prepared master site plan.

Furthermore, we will prepare a presentation quality Illustrative Master Site Plan that will be included in the final CEQA document, as well as for presentation purposes at public hearings. The Illustrative Master Site Plan will be colored, rendered, and show all major existing and proposed site features, including, but not limited to; structures, parking facilities, athletic fields, landscaping, walkways/pavement, and other surface infrastructure.

Preliminary Grading & Preliminary Utility Plans

We will prepare a Preliminary Grading plan based upon the site plan developed by the architect, project team, and/or design discussion with the project team. The Preliminary Grading

plan will be prepared to City of Oxnard standards and will show sufficient grades to obtain initial review and approval during the entitlement process.

We will also prepare a scaled Preliminary Utility Plan showing the location of all proposed onsite water, sewer, and fire lines. The location will be based on points of connection provided by the architect. Preliminary points of connection will be shown for the wet utilities. All meter sizing will be provided by the mechanical engineer.

We propose to provide the services described above on a time and materials basis. Our fee estimate for this work is **\$42,600**. Estimated costs are outlined in further detail below. Work will be conducted as directed by the school District's representative, Mr. Joel Kirschenstein, unless otherwise indicated by District staff. We will only bill for work actually conducted and will notify you of any anticipated overages. We understand the District's fiduciary responsibility to its students and community members and will be responsible and prudent with expenditure of District funds.

Discipline	Task Description	Estimated Amount
Planning	Pre Application Submittal	\$4,900
	Formal Planning Submittal	\$8,000
	Agency Coordination	\$6,500
	Representation at Public Hearings/Meetings	\$4,200
Engineering	Master Plan Revisions & Illustrative Site Plan	\$7,000
	Preliminary Grading & Utility Plan	\$12,000
	TOTAL	\$42,600

The assumptions, fee schedule, and billing terms found in our original proposal (Proposal Number 2020.089) are still valid and are in full force and effect. Effective with this agreement, fee charges will be based on the attached fee schedule. Should you wish to proceed, please sign the acknowledgement line below and return to our attention. Your return of this letter will constitute our written authorization to proceed.

Thank you for the opportunity to continue to be of service. We look forward to assisting you and your team in obtaining the necessary planning entitlements.

Sincerely,
JENSEN DESIGN & SURVEY, INC.



Susanne Cooper, P.E.
 President



Tanner Shelton, AICP
 Planner II

AUTHORIZED BY:

 (Client Representative)

 (Date)

Attachment: 2021 Jensen Design & Survey Fee Schedule

11.13



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.13 Approval of Proposal for Materials Testing and Inspection Services for the Rio Del Valle Sports Field Complex Phase 1 from N/V/5 per DSA Requirements.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	31,961.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Proposal for Materials Testing and Inspection Services for the Rio Del Valle Sports Field Complex Phase 1 from N/V/5 per DSA Requirements.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Proposal from N/V/5 is for the testing and inspection services for the Rio Del Valle Sports Field Complex, Phase 1. They will test the soils and aggregate base; the concrete, and asphalt, per DSA Requirements.

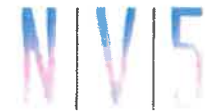
20210601_MWir.pdf (2,952 KB)

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.



November 8, 2021

Rio School District
c/o Balfour Beatty
300 E. Esplanade Drive # 1120
Oxnard, CA 93036

Proposal No: 2021.06.0189
DSA No.: to follow
File No.: 56-26

ATTENTION: Keith Henderson

SUBJECT: Proposal for Materials Testing and Inspection Services for the Rio Del Valle M.S. - Sports Field Complex Phase 1, 3100 North Rose Ave., Oxnard, CA 93036

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
<u>Soils & Aggregate Base:</u>			
Sr. Soil Technician	\$ 114 hr	148	\$ 16,872.00
Nuclear Gauge	\$ 35 dy	24	\$ 840.00
Maximum Density (soil)	\$ 215 ea	3	\$ 645.00
Maximum Density (base - rx corrected)	\$ 315 ea	2	\$ 630.00
Field Vehicle	\$ 55 dy	24	\$ 24.00
<u>Concrete:</u>			
<i>Assume 4 concrete placements.</i>			
Concrete Batch Plant Inspection	\$ 114 hr	20	\$ 2,280.00
Concrete ACI Technician (cast cylinders)	\$ 114 hr	20	\$ 2,280.00
Concrete compression tests (\$25. per cyl. / 5 cyls. per set)	\$ 25 ea	20	\$ 500.00
Concrete sample pickup/stripping/log in	\$ 14 ea	20	\$ 280.00
Anchor Installation Inspection + testing	\$ 114 hr	8	\$ 912.00
Torque Wrench	\$ 25 dy	3	\$ 75.00
Epoxy Anchor Inspection + testing	\$ 114 hr	8	\$ 912.00
Calibrated Ram	\$ 95 dy	1	\$ 95.00
Field Vehicle	\$ 55 dy	6	\$ 330.00
<u>Asphalt:</u>			
Sr. Soil Technician	\$ 114 hr	8	\$ 912.00
Nuclear Gauge	\$ 35 dy	1	\$ 35.00
HMA LTMD - Bulk Specific Gravity	\$ 225 ea	1	\$ 225.00
HMA Stability	\$ 185 ea	1	\$ 185.00
R-Value	\$ 315 ea	1	\$ 315.00
Field Vehicle	\$ 55 dy	1	\$ 24.00
<u>Misc:</u>			
DSA 291	\$ 395 ea	1	\$ 395.00
DSA 293 (if required)	\$ 395 ea	1	\$ 395.00
Sr. Engineer	\$ 175 hr	16	\$ 2,800.00
Certified Payroll Admin	\$ 65 wk	6	\$ 390.00
TOTAL:			\$ 31,961.00

Assumptions:

- 1 Fee estimate is provided from plans provided by Owner's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with the attached 2021 Schedule of Fees and prevailing wage rates.


NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Reviewed By,



Carol Harrison
Client Service Manager



Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
 2021 Fee Schedule

GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide "Services" in connection with the "Project" identified in the "Proposal", consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

6. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling

7. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

8. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

9. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

11. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a renegotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by

Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

12. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

13. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

14. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

15. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

16. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

17. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. Failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

18. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

21. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

22. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

23. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

24. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

25. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

2021 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

Turn-Around-Time - Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method.

Project Setup - A \$180 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

Scheduling - A minimum of 24-hour notice is required to schedule personnel. (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancellation after field personnel have been dispatched will be charged a 4-hour minimum charge.

Minimum Charges - A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour. Project time a

Overtime Rates - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and

Christmas Day. For holidays falling on Saturday or Sunday, the closest regular workday will be observed.

Travel - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

Per Diem - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be included for scheduling, management, report review, and data evaluation.

Outside Services / Drillers-CPT / Subcontractors - Cost plus 15%.

Prevailing Wage - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of predetermined wage requirements.

Sample Disposition - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination held pending disposition by Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee - typically \$5/mo per ring/tube sample, \$10/mo AC box, \$15/mo bulk.

Certified Payroll - A \$65 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation - Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule.. Updated Fee Schedules will be published annually and become effective January 1.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

A. Professional Staff

	Standard
Principal Engineer/Geologist/Consultant	\$ 195
Senior Engineer/Geologist/Consultant (PE, CFG)	\$ 175
Project Engineer/Geologist/Consultant	\$ 155
Sr. Staff Engineer/Geologist/Consultant	\$ 135
Staff Engineer/Geologist/Consultant	\$ 125
Construction Services Manager	\$ 170
Project Manager	\$ 150

B. Technical Staff

	Prevailing Wage	Standard
ICC Special Inspector* I / Soil-Asphalt-ACI Technician I	\$ 109	\$ 75
ICC Special Inspector* II / Soil-Asphalt-ACI Technician II	\$ 114	\$ 90
ICC Special Inspector* III / Soil-Asphalt-ACI Technician III	\$ 119	\$ 105
<i>* Concrete, P/T Concrete, Masonry, Structural Steel, Bolting, Fireproofing, Pile Driving</i>		
AWS Certified Welding Inspector I	\$ 114	\$ 85
AWS Certified Welding Inspector II	\$ 119	\$ 100
Roofing/Waterproofing Inspector I	\$ 114	\$ 95
Roofing/Waterproofing Inspector II	\$ 119	\$ 95
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 114	\$ 95
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 124	\$ 105

C. Public Works/DSA/OSHPD Inspection

	Standard	
Project Inspector / OSHPD IOR C, DSA PI III	\$ 100	
Project Inspector / OSHPD IOR B, DSA PI II	\$ 110	
Project Inspector / OSHPD IOR A, DSA PI I	\$ 120	
DSA Masonry / Shotcrete Inspection I	\$ 119	\$ 95
DSA Masonry / Shotcrete Inspection II	\$ 124	\$ 110

D. Sample Pickup, Delivery, Storage & Mileage

	Standard
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$ 70/hr
Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	\$ 98/hr
Mileage / Trip Charge - Field Vehicle \$0.60 / mi (\$30/day min. charge)	\$0.60/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$ 55/day

E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)

Machine, truck & 1 operator (accessible flatwork only)	\$220/hr	\$ 190/hr
Machine, truck & operator & helper	\$325/hr	\$ 280/hr

Coring Bit Charge \$ 3.50/in

F. Support Staff & Special Services

	Standard
Laboratory Technician	\$120/hr
Certified Payroll Admin. (0.5 hr min./wk)	\$70/hr
Court Appearance and Depositions (4 hr min)	\$295/hr
Clerical	\$60/hr
Special Inspection Verified Report (SIVR/VR)	\$ 245 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test only)	\$ 425 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$ 585 (min.) ea.
DSA 5 SI (Inspector Qualifications)	\$ 75 ea.

II. MATERIALS AND EQUIPMENT

A. Equipment

	Rate
1. Air Meter (Concrete)	\$ 50/dy
2. Asphalt Patch (cold patch / cutback) - per bag	\$ 45/dy
3. Calibrated Ram (Pull test)	\$ 95/dy
4. Ceiling Wire Dead-Weight Equip.	\$ 160/dy
5. Coating Thickness Gauge	\$ 95/dy
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)	\$ 75/ea
7. Floor Flatness (plus labor - 4hr min)	\$ 575/dy
8. Durometer Gauge (Shore A/D)	\$ 55/dy
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)	\$ 495/dy
10. Generator (Portable)	\$ 95/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$ 400/dy
12. Hardness Gauge (Brinell, Rockwell)	\$ 115/dy
13. Non-Shrink High-Strength Grout (per bag)	\$ 45/dy
14. Nuclear Gauge	\$ 35/dy
15. Pachometer (Rebar) Survey Equipment	\$ 95/dy
16. Peristaltic Groundwater Sampling Pump	\$ 200/dy
17. Portable Generator	\$ 90/dy
18. Scaffold - Portable	\$ 105/dy
19. Schmidt Hammer	\$ 65/dy
20. Skidmore Wilhelm, per day	\$ 210/dy
21. Torque Wrench (Large, >100 ft-lb), per day	\$ 85/dy
22. Torque Wrench (Small), per day	\$ 25/dy
23. Ultrasonic / Mag. Particle Equipment & Consumables	\$ 75/dy

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A Soils - Geotechnical	
1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 195
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^E	\$ 340
3. Collapse – ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 65
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 300
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 250
7. Expansion Index – ASTM D4829 ^B	\$ 195
8. Moisture & Dry Density (ring samples) ^A	\$ 22
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 ^D	\$ 445
10. pH (soil) – ASTM D4972 ^C	\$ 35
11. Resistivity – ASTM G57 ^C	\$ 60
12. Resistivity (Minimum) – CTM 643 ^C	\$ 155
13. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 45
14. Soluble Chloride (soils) ^C	\$ 80
15. Soluble Sulfate (soils) ^C	\$ 80
16. Unconfined compression on prepared specimens	\$ 140
B Particle Size Analysis	
1. Sand equivalent (ASTM D2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 95
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 105
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 215
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 245
C Moisture Density Relationship	
1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 215
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 265
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 315
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 95
5. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 285
D Aggregate, Soil & Rock	
1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 215
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C	\$ 410
4. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 115
5. Cleanness Test – ASTM D4740, CTM 227 ^A	\$ 130
6. Crushed particles, per primary size ^C	\$ 165
7. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 215
8. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 190
9. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 400
10. Moisture determination (aggregate samples) ^A	\$ 35
11. Mortar making properties of Sand ASTM C87 ^D	\$ 380
12. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 95
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 450
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 850
15. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
17. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
19. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
20. 'R' Value – ASTM D2844, CT 301 (Treated material by quote) ^B	\$ 315
21. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
22. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 365
24. Thermal Resistivity of Soil (including 1 proctor curve)	\$ 1030
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^A	\$ 175
26. Unit weight – ASTM C29	\$ 72
E Soil-Cement / CTB Tests	
1. Lime Treatment: pH by Eades & Grim – ASTM D62676 ^B	\$ 345
2. Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 ^B	\$ 425
3. Lime Treatment: Compressive Strength (ea) – ASTM D5102 ^B	\$ 105
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed ^B	\$ 395
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed ^C	\$ 295
6. Soil Cement – Wet-Dry Durability – ASTM D559 ^E	\$ 940
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 ^E	\$ 1100
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 ^A	\$ 125
9. Soil Cement – Compressive Strength - ea sample – ASTM D1633 ^A	\$ 115
10. Cement Treated Base (CTB), compact & cure ^B	\$ 425
11. Cement Treated Base – Compression (ea)	\$ 105
12. Cement Treated Base – Stability (3)	\$ 525

F Rip Rap / Rock Slope Protection / Dimensional Stone Tests

1. Rock Gradation ^D	hourly engineering charge (per quote)
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 ^D	\$ 125
3. Durability – CTM 229 ^D	\$ 265
4. Percentage Wear – ASTM C131 ^D	\$ 225
5. Compressive Strength – ASTM C170 ^D	\$ 135
6. Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 85
7. Modulus of Rupture – ASTM C99 ^D	\$ 145
8. Flexural Strength – ASTM C880 ^D	\$ 165
9. Sulfate Soundness – ASTM D5240 (5 cycle) ^E	\$ 425
10. Sample Preparation (cutting/crushing/processing – 1 hr min)	\$ 185/hr
<i>(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & L to right.)</i>	
<i>(All prices are for prepared samples. Cutting and machining charges are extra.)</i>	

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement	
1. Grab sample (CCR Title 24) includes 1 year storage	\$ 75
2. Compression Test – High Strength Grout 2" cube – ASTM C109	\$ 60
B Concrete	
1. Concrete compression: 6x12 cylinder – ASTM C39 ^A	\$ 30
2. Concrete compression: 4x8 cylinder – ASTM C39 ^A	\$ 25
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 18
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 14
5. Concrete cylinder mold (w/ lid - spare)	\$ 10
6. Concrete core compression test – ASTM C42 ^C	\$ 75
7. Concrete Trial Batch (includes 6 compression tests)	\$ 845
8. Concrete Mix Design Review (excludes testing & revisions)	\$ 265
9. Concrete mix proportion revision	\$ 185
10. Density of concrete cylinder (unit weight) ^C	\$ 95
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$ 550
12. End preparation of cores, diamond sawing, per cut	\$ 22
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 45
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$ 85
15. Shotcrete/Gunite core compression test (not including coring)	\$ 55
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 65
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 80
18. Lab trial batch, not including specimen tests – ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$ 85
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 105
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$ 265
22. Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	\$ 55
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) ^E	\$ 1035
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
25. Splitting tensile – ASTM C496 ^D	\$ 195
26. Thermal Resistivity – Concrete - FTB	\$ 1000
C Masonry	
1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 60
3. Compression, brick, 5 required – ASTM C67 ^D	\$ 50
4. Compression - masonry core ^C	\$ 55
5. Compression - masonry prisms 8"x 8" – ASTM C1314 ^D	\$ 175
6. Compression - masonry unit, 3 required – ASTM C140 ^D	\$ 90
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required ^D	\$ 55
8. Compression test, grout specimens	\$ 40
9. Compression test, mortar specimens	\$ 40
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence	\$ 345
12. Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^E	\$ 495
13. Masonry Unit Acceptance Tests – ASTM C140 ^D	\$ 625
(includes absorption, compression, dimensions, unit weight)	
14. Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 345
15. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 115
16. Moisture content - masonry unit (as received), 3 req'd- ASTM C140 ^D	\$ 50
17. Relative Mortar Strength - CTM 515 ^D	\$ 445
18. Sample Pickup – Grout, Mortar (per specimen)	\$ 30
19. Sample Pickup – Masonry Prism (per specimen)	\$ 80
20. Shear test on masonry core – CBC 2105A.4 ^B	\$ 115
21. Tensile test on masonry block	\$ 445
22. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 60
23. Veneer Shear Test – ASTM C482 ^D (5 required)	\$ 200
24. Visual Examination & Photo-Document Core – CBC 2105A.4 ^B	\$ 50

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$215

B Reinforcing Steel

1. Deformation, reinforcing steel ^C	\$60
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) ^C	\$65
5. Tensile test (rebar), up to & including #8 ^C	\$65
6. Tensile test (rebar) #9, #10, #11 ^D	\$125
7. Tensile test (rebar) #14, #18 ^D	\$205
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$215

C Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, <¼" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >¼" cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

*Tensile and yield by percent offset, add \$85

D High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 335
2. Bolts – proof load (non-DSA) ^D	\$ 45
Bolts – ultimate load ^D	\$ 65
Bolts – hardness ^D	\$ 35
3. Nuts – proof load ^D	\$ 45
Nuts – hardness ^D	\$ 35
4. Washers – hardness ^D	\$ 35

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$225
8. Ground Rod Test (plus travel)	\$225

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$245
5. Wet Track Abrasion – ASTM D3910 (prep. not included) ^A	\$160

B. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 ^A	\$225
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method – CTM 382, 202 ^A	\$245
Solvent Extraction Method – ASTM D2172 ^B	\$415
4. Extraction, % bitumen only	
Ignition Oven Method – CTM 382 ^A	\$175
Solvent Extraction Method – ASTM 2172 ^B	\$325
5. Film stripping – CTM 302 ^C	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B	\$360
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$310
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track – AASHTO T324 ^B	\$1,495
9. Ignition Oven Correction Factor – CTM 382 ^B	\$650
10. Marshall – Preparation & Compaction ^A	\$210
11. Marshall - Stability and flow (core) – ASTM D6927 ^A	\$130
12. Marshall - Stability and flow (bulk) – ASTM D6927 ^B	\$330
13. Marshall - Specific Gravity – ASTM D2926 ^A	\$230
14. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A	\$200
15. Moisture content – ASTM D-1461 ^A	\$115
16. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
17. Recovery of rubber from ARHM extraction ^D	\$315
18. Specific gravity of core – ASTM D2726 ^A	\$60

19. HVEEM Stabilometer test on premixed sample – CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
20. Surface Abrasion – CTM 360 ^C	\$525
21. Resistance to Moisture Induced Damage – T-283 ^D	\$2,650
22. Resistance to Moisture Induced Damage – CT 371 ^D	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

A,B,C,D,E Standard Turn-Around-Times: (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.



11.14



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.14 Approval of CREDIT Change Order from EJS Construction, Project 21-11L, for deleted scope of work at Rio Del Norte.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-9,900.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve CREDIT Change Order #3 from EJS Construction, Inc. Project 21-11L, for deleted scope of work at Rio Del Norte.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This Change Order is a credit for the District Supplied Windows at Rio Del Norte. The District had stored windows removed from Classroom Pods and decided to have the contractor reinstall these windows in lieu of new replacement windows.

20211206__Balfour Beatty Construction.pdf (881 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

December 06, 2021

Attn; Dr. Puglisi

Subject: Rio Del Norte Elementary School

Re: Project 21-11L Rio Del Norte Classroom Ceilings
EJS Construction, Inc.
Recommendation to Approve CO #3 to EJS Construction, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #3 to EJS Construction, Inc. for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

- 1) EJS CO#5 Credit Change Order From EJS/Center Glass for District Supplied Windows for Rio Del Norte.
(\$9,900.00)

Total CO #3	\$ (9,900.00)	
Previous Approved CO's	\$ 38,212.54	0
Original Contract	\$ 1,363,700.00	
Revised Contract	\$ 1,392,012.54	

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
1800 Solar, 3rd Floor
Oxnard, Ca 93030**

**CO 3
12-03-2021**

PROJECT NO: RSD 21-11L

CO NO: 3

PROJECT NAME: Rio Del Norte Classroom Ceilings

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,363,700.00
Previous Approved Change Orders	\$ 38,212.54
This Change Order	\$ (9,900.00)
Adjusted Contract Amount	\$ 1,392,012.54

TIME:

Original Contract Completion Date	September 2021
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	November 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: EJS Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 12/3/21

PCO to Contract
Rio Bid RSD #21-11L

Rio School District

Project No RSD 21-11L

Rio Del Norte Classroom Ceilings (EJS)

CO #3

12/3/2021

Original Contract

\$ 1,363,700.00

PCO No.	GC No.	Description	Reason	Cost/Credit
CO#3	EJS	Delete Cost for District Provided Windows From Storage (CREDIT)	The District had Stored Windows Removed from Classroom Pods at Rio Del Norte. The District Decided to Have the Contractor Reinstall these Windows In Lieu of New Replacement Windows that cannot be procured due to COVID 19 Supply Chain Issues & Delays.	\$ (9,900.00)
Total CO #3				\$ (9,900.00)
Previous Approved CO's (NONE)				\$ 38,212.54
Original Contract				\$ 1,363,700.00
Revised Contract				\$ 1,392,012.54

center

company 

November 30, 2021

EJS Construction

Attention: Paul

Re: Rio Ceiling Project Credit Due

Reinstall districts windows in lieu of purchasing and installing new windows

Quantity 18 @ \$ 550.00

Credit Due \$ 9,900.00

By:

Randy Gulden

Center Glass Co

11.15



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.15 Approval of Change Order from Los Angeles Engineering, Project 21-12L, for added and deleted scope of work on the Rio Del Valle Phase 1 Sports Field.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	98,766.73
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve Change Order #2 from Los Angeles Engineering, Inc. Project 21-12L, for added and deleted scope of work at Rio Del Valle.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This Change Order has six components:

- a. Install sewer clean outs with yard boxes on new 3" sewer line for New Phase 2 Field House
\$7,340.38
- b. Install second entry and new parking lot lighting at new parking lot serving the new RDV Sportsfield Complex
\$88,599.73
- c. Delete 4 area lights at new basketball courts (CREDIT)
(\$8,205.11)
- d. Delete non-required storm water pollution prevention BMP Equipment (CREDIT)
(\$1,661.45)
- e. Abandoned and filled to terminate use of old septic tank serving old snack shack.
\$1,562.07
- f. Remove trees and shrubs at fire lane entry for new parking lot and perimeter security fencing.
\$11,131.11

Total: 98,766.73

Balfour Beatty Construction Change Order (1).pdf (609 KB)

Administrative Content

Executive Content

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

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

December 03, 2021

Attn; Dr. Puglisi

Subject: Rio Del Valle Middle School
Rio School District
Oxnard, CA

Re: Project 21-12L RDV Phase 1 Sports Field
Los Angeles Engineering, Inc.
Recommendation to Approve CO #2 to Los Angeles Engineering, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2 to Los Angeles Engineering, Inc. for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

PCO No. 2 Los Angeles Engineering, Inc:

- a) RCO#001R1: Install Sewer Cleanouts/Yard Boxes
Cost: \$7,340.38
- b) RCO#7: Install Second Parking Lot Drive Entry and Parking Lot Lighting
Cost: \$88,599.73
- c) RCO#8: Delete 4 Basketball Court Area Lights
Credit: \$8,205.11
- d) RCO#9: Delete Non-Required SWPPP's Equipment
Credit: \$1,661.45
- e) RCO#10: Abandon Old Septic Tank Serving Old Snack Shack
Cost: \$1,562.07
- f) RCO#11: Remove Trees & Shrubs for New Parking Lot and New Perimeter Fencing
Cost: \$11,131.11

PCO No.2 Total Cost: \$98,766.73

Total CO #2	\$ 98,766.73
Previous Approved CO's	\$ 14,573.35
Original Contract	\$ 4,816,000.00
Revised Contract	\$ 4,929,340.08

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 Bea

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

**CO 2
12-03-2021**

PROJECT NO: RSD 21-12L

CO NO: 2

PROJECT NAME: RDV Phase 1 Sports Field Complex

CONTRACTOR: Los Angeles Engineering, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 4,816,000.00
Previous Approved Change Orders	\$ 14,573.35
This Change Order	\$ 98,766.73
Adjusted Contract Amount	\$ 4,929,340.08

TIME:

Original Contract Completion Date	February 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	February 2022

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: Los Angeles Engineering, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 12/3/21

Original Contract

\$ 4,816,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
001R1	LAENG	Install Sewer Clean Outs with Yard Boxes on New 3" Sewer Line for New Phase 2 Field House	It was determined during the installation of the new 3" sewer line serving the new phase 2 field house that cleanouts for service of the sewer main will be needed due to the length of the line.	\$ 7,340.38
7	LAENG	Install Second Entry and New Parking Lot Lighting at New Parking Lot Serving the New RDV Sportsfield Complex.	This change order is the second part of work for the New Parking Lot being installed under Phase #1 of the RDV Fields Project. Originally this work was going to be done in Phase #2 if the parking lot was done at that time, but it is now being completed in phase #1. We also determined that a second entry to the Parking lot is needed for safe egress	\$ 88,599.73
8	LAENG	Delete 4 Area Lights at the New Basketball Courts (CREDIT)	During Construction, it was determined that there were 4 New Area Lights at the New Basketball Courts that would no longer be required, so we are deleting them and receiving a Credit for this Work.	\$ (8,205.11)
9	LAENG	Delete Non-Required Storm Water Pollution Prevention BMP Equipment (CREDIT)	During Construction, it was discovered that a certain amount of Storm Water Pollution Prevention Equipment would not be required so the District has asked for a Credit for this non-required Equipment from the contractor	\$ (1,661.45)
10	LAENG	Abandoned Old Septic Tank Serving Old Snack Shack	During Construction the Old Septic Tank Serving the Old Snack Shack was unearthed. Due to safety concerns, the old septic tank was abandoned in place and filled to terminate use.	\$ 1,562.07
11	LAENG	Remove Trees and Shrubs at Fire Lane Entry for New Parking Lot and Perimeter Security Fencing	As a part of the installation of the New Parking Lot from Phase #2 to Phase #1, there are existing trees along the Northside of the Campus at the New Parking Lot Entry/Fire Lane that need to now be removed as apart of phase #1. There will be 5 New Trees being planted to replace the trees being removed in Phase #1.	\$ 11,131.11

Total CO #2	\$ 98,766.73
Previous Approved CO's	\$ 14,573.35
Original Contract	\$ 4,816,000.00
Revised Contract	\$ 4,929,340.08

11.16



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.16 Approval of Resolution No. 21/22-10 for the Notice of Completion by EJS Construction, Inc. for Project No. 21-11L, Rio Del Norte Classroom Ceilings
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve Resolution No. 21/22-10 for the Notice of Completion by EJS Construction, Inc. for Project No. 21-11L, Rio Del Norte Classroom Ceilings

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for the classroom ceilings at Rio Del Norte by EJS Construction, Inc., Project No. 21-11L. The Project Manager has confirmed that all contract requirements have been satisfied by EJS Construction, Inc. and the project can now be closed.

[Resolution for NOC EJS Construction 21-11L \(1\).pdf \(413 KB\)](#)

[NOC Balfour Beatty.pdf \(194 KB\)](#)

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
RESOLUTION NO. 21/22-10
NOTICE OF COMPLETION OF PROJECT #21-11L FOR THE RIO DEL NORTE
CLASSROOM CEILINGS

WHEREAS, pursuant to RSD Project No.21-11L, the Rio School District (“District”) contracted with EJS Construction Inc. for services related to the Classroom Ceilings at Rio Del Norte; and

WHEREAS, Contractor subsequently commenced the work on Project No.21-11L; and

WHEREAS, on December 3, 2021, the project construction manager confirmed that the work for Project No. 21-11L has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 21-11L.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of Trustees

Balfour Beatty Construction

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

December 03, 2021

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #21-11L Rio Del Norte Classroom Ceilings.
Recommendation to Request Board approval for issuance of Notice of Completion
For EJS Construction Inc.

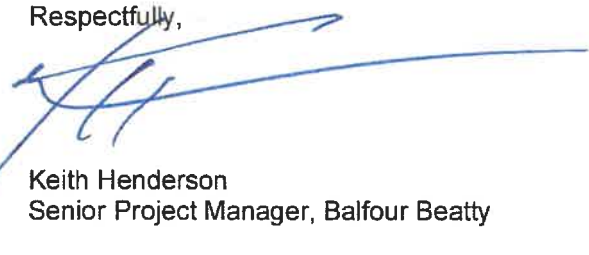
Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #21-11L Rio Del Norte Classroom Ceilings. All contract installation requirements have been satisfied by EJS Construction, Inc. for Bid #21-11L. The final contract amount is as follows.

EJS Construction, Inc.	Base Agreement	\$ 1,363,700.00
EJS Construction, Inc.	Total Change Order Amount	\$ 28,312.54
FINAL Cost		\$ 1,392,012.54

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

11.17



Agenda Item Details

Meeting	Dec 15, 2021 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.17 Approval of Resolution No. 21/22-11 for the Notice of Completion by Venco Electric for the Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary.
Access	Public
Type	Action (Consent)
Recommended Action	Approval of Resolution No. 21/22-11 for the Notice of Completion by Venco Electric for the Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary by Venco Electric. The Project Manager has confirmed that all contract requirements have been satisfied by Venco Electric and the project can now be closed.

Resolution for NOC Venco Electric Real fire alarms.pdf (416 KB)

NOC Balfour Beatty for Venco.pdf (181 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
RESOLUTION NO. 21/22-11
NOTICE OF COMPLETION OF PROJECT #21-09L FOR THE
RIO REAL ELEMENTARY SCHOOL CAMPUS WIDE FIRE ALARMS

WHEREAS, pursuant to RSD Project No.21-09L, the Rio School District (“District”) contracted with Venco Electric for services related to the Campus-wide Fire Alarms at Rio Real; and

WHEREAS, Contractor subsequently commenced the work on Project No.21-09L; and

WHEREAS, on December 3, 2021, the project construction manager confirmed that the work for Project No. 21-09L has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 21-09L.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of Trustees

2/10/21

Balfour Beatty

Construction

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

December 03, 2021

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #21-09L Campus Wide Fire Alarm at Rio Real Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion
For Venco Electric.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #21-09L Campus Wide Fire Alarm at Rio Real Elementary School. All contract installation requirements have been satisfied by Venco Electric for Bid #21-09L. The final contract amount is as follows.

Venco Electric	Base Agreement	\$ 270,000.00
Venco Electric	Total Change Order Amount	\$ 7,415.87
FINAL Cost		\$ 277,415.87

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

