



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

January 19, 2022

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

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

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



2.0



Wednesday, January 19, 2022
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and 2022/2023 and Superintendent Mid Year Evaluation
- 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 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 Report of Closed Session

6. Public Hearing

- 6.1 Establish Trustee Areas and Elections By-Trustee Areas

7. Communications

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

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly and respectful manner. 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. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

8. Information

8.1 Business Services Report

8.2 Educational Services Reports/Assessments

8.3 Human Resources Updates

8.4 Introduction of Draft Resolution #21/22-12 for Issuance of Election of 2018, Series E and F Bonds and Refunding Bonds

9. Discussion/Action

9.1 Approval of Contract with Tetra Tech for Environmental Review Services for 2600 N. Rose for Rio Del Valle expansion.

9.2 Approval of Leaseback/Sublease Agreement with City of Oxnard for Turnout Park Circle

9.3 Approval to Bid Rio del Sol Playground Equipment and Authorize the Superintendent to Award Bids

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Annual Organization Meeting of December 15, 2021.

10.3 Approval of the January Personnel Report

10.4 Ratification of the Commercial Warrant for December 03, 2021 through January 6, 2022

10.5 Approval of Williams Quarterly Complaint Report for January 2022

10.6 Ratification of the Contract with Passageway School till June 2022

10.7 Memorandum of Understanding between VCOE and Rio School District to support McKinney-Vento Students

10.8 Contract for Occupational Therapy Services

10.9 Approval of running a bid for a 10Gb PTP fiber connection between 1800 Solar Dr. and 3050 Thames River Dr.

10.10 Approval of running a bid for IDF/MDF backup power solution

10.11 Approval of Change Order from Venco for the Campus Wide Fire Alarm at Rio Del Valle.

10.12 Approval of Proposal from Kruger Bensen Ziemer Architects (KBZ) for the Rio Vista Gym HVAC.

10.13 Approval of Notice of Award to Smith Mechanical/Electrical/Plumbing for the Gym HVAC Replacement project at Rio Vista Middle School.

10.14 Approval of Change Order #3 from Los Angeles Engineering for Project 21-12L, Rio Del Valle Phase 1 Sports Field

11. Organizational Business

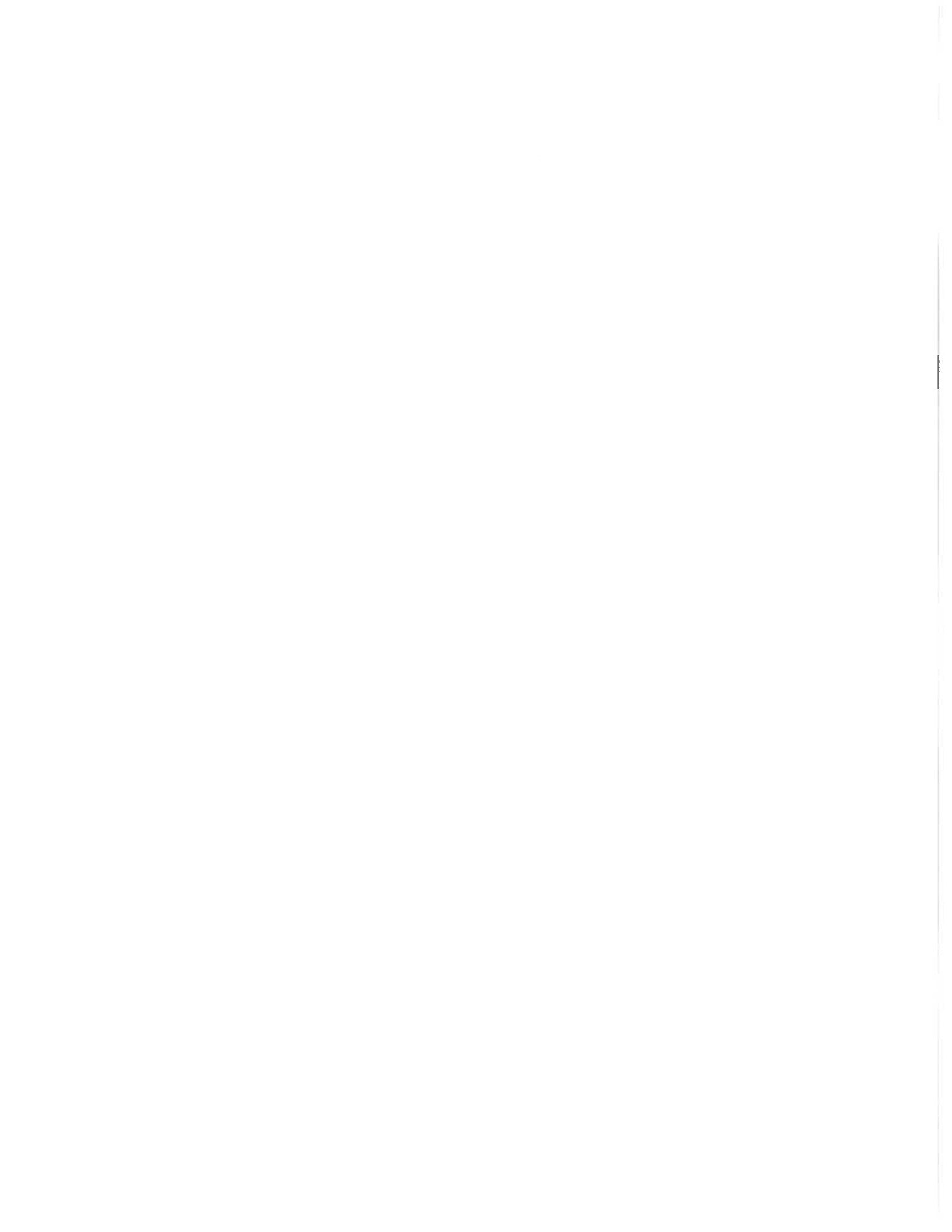
11.1 Future Items for Discussion

11.2 Future Meeting Dates: February 16, 2022

12. Adjournment

12.1 Adjournment

4.1





Agenda Item Details

Meeting Jan 19, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and 2022/2023 and Superintendent Mid Year Evaluation

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular 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	Jan 19, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	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
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	Jan 19, 2022 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Establish Trustee Areas and Elections By-Trustee Areas
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D. Superintendent

Rationale:

The District has initiated the process of establishing trustee areas and changing the method of electing members of the Board, to ensure full compliance with the California Voting Rights Act of 2001 (CVRA). Under Elections Code section 10010, prior to drafting any proposed trustee area maps the Board is required to conduct "at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts."

This is the time and place designated for the first of two public hearings for members of the public to have the opportunity to provide input regarding the "composition of the districts" (i.e. trustee areas). The second public hearing will be at the Board's regular meeting on February 16, 2022.

Once draft trustee area maps are created, they will be made available to the public and will be the subject of additional public hearings.

[RSD Public Hearing 01_19_2022.pdf \(110 KB\)](#)

Administrative Content**Executive Content**

NOTICE OF PUBLIC HEARING

Rio School District hereby gives notice that a public hearing will be held as follows:

TOPIC OF HEARING:

The District has initiated the process of establishing trustee areas and changing the method of electing members of the Board, to ensure full compliance with the California Voting Rights Act of 2001 (CVRA). Under Elections Code section 10010, prior to drafting any proposed trustee area maps the Board is required to conduct “at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts.”

This is the time and place designated for the first of two public hearings for members of the public to have the opportunity to provide input regarding the “composition of the districts” (i.e. trustee areas). The second public hearing will be at the Board’s regular meeting on February 16, 2022.

Once draft trustee area maps are created, they will be made available to the public and will be the subject of additional public hearings.

MEETING DETAILS:

Date: Wednesday, January 19, 2022

Time: 6:00 p.m.

Location: 1800 Solar Drive, 3rd floor • Oxnard, CA 93030 or you can attend via zoom at rioschools.zoom.us/j/81494231821. **New Process for Making Public Comments:** We value your comments and have created several options to ensure your voice is heard.

Email: Members of the public are encouraged to submit public comments via email at scervantez@rioschools.org. Comments must be received by five (5:00 p.m.) on the day of the Board meeting.

Phone: If you are unable to email a public comment, please leave a phone message with your question or comment at (805) 485-3111 ext. 2102 prior to five (5:00 p.m.) on the day of the Board meeting.

In-Person: Members of the public can make their comment in-person at the Boardroom located at 1800 Solar Drive, 3rd floor, Oxnard, CA 93030. The maximum for any one speaker is three minutes. Due to seating configurations to meet social distancing guidelines **seating for the public is limited and based on CDC/CPH/VCPH guidelines**. Live video footage will be played in the overflow area right outside of the board room. **IMPORTANT:** Any individual attending the meeting **must follow CDC/CPH/VCPH County Public Health Guidelines and wear a mask. If you are displaying any symptoms of COVID-19 we ask that you please stay home and consult your health professional as to not expose others to the virus and instead submit your comment via email or voicemail per the instructions above. The Board assumes no liability for any health risks to members of the public who attend the Board meeting in-person. All individuals attending the meeting in-person do so at their own risk.**

For additional information, contact:

Sonia Cervantez

Executive Assistant to the Superintendent

scervantez@rioschools.org

(805) 485-3111 ext. 2102

7.4



Agenda Item Details

Meeting Jan 19, 2022 - RSD Regular Board Meeting
Category 7. Communications
Subject 7.4 Superintendent Report
Access Public
Type Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- School Resumption of Classes in 2022

Administrative Content

Executive Content

8.1



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- District Vehicle Relocation

Administrative Content

Executive Content

8.2



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Reports/Assessments
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:

- Trimester One Interim Assessment Update
- English Learner Program Data Update

Administrative Content

Executive Content



Agenda Item Details

Meeting Jan 19, 2022 - RSD Regular Board Meeting
Category 8. Information
Subject 8.3 Human Resources Updates
Access Public
Type Information

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID Update
- Attendance Update

Administrative Content

Executive Content

8.4



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.4 Introduction of Draft Resolution #21/22-12 for Issuance of Election of 2018, Series E and F Bonds and Refunding Bonds
Access	Public
Type	Information

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Purpose

The purpose of this agenda item is to present to the Board a draft resolution authorizing the sale and issuance of the fifth and sixth series of bonds from the District's 2018 Measure L election (the "Series E Bonds" and "Series F Bonds," respectively) and general obligation refunding bonds (the "Refunding Bonds," and together with the Series E Bonds and the Series F Bonds, the "Bonds"), refunding the District's Election of 2018, Series A bond maturing on August 1, 2039 and August 1, 2048 (the "Refunded Prior Bonds"). The sale of the Series E Bonds and the Series F Bonds may include both current interest bonds and capital appreciation bonds. Additionally, the Board will be presented with information concerning the structure and sale of the Bonds.

Description

The Board called a general obligation bond election, known as Measure L, pursuant to its Resolution No. 1718/32, held on November 6, 2018, asking voters to authorize the District to issue up to \$59,200,000 in general obligation bonds. The Registrar of Voters of Ventura County (the "Registrar") certified that at least 55 percent of the votes cast on Measure L were in favor of issuing bonds. The results of the Measure L election were entered on the minutes of the December 12, 2018 Board meeting.

The District issued its first and second series of bonds authorized by Measure L on March 13, 2019, in the respective amounts of \$23,000,000 and \$1,510,000. The first and second series of bonds consisted only of current interest bonds. The District issues its third and fourth series of bonds authorized by Measure L on April 15, 2020, in the respective amounts of \$13,922,236.05 and \$3,087,423.40. The third and fourth series of bonds consisted of current interest bonds and capital appreciation bonds.

Current interest bonds (CIBs) pay interest and principal to bond owners on a semiannual or annual basis. Capital appreciation bonds (CABs) are bonds that allow for the compounding of interest and pay bond owners such compounded interest and principal at the end of the bond term. In 2013, in response to problems encountered by some school districts in connection with the issuance of CABs, particularly in Southern California, the State Legislature adopted AB 182 to impose certain additional requirements and safeguards when school districts intend to issue CABs.

In particular, AB 182 (see Education Code section 15146) requires two readings of a resolution authorizing the issuance of CABs. The first reading is for information only, and the second reading is for the Board's consideration and action. Additionally, AB 182 requires that Board be presented with the following information:

1. Disclosure of the financing term, time of maturity, repayment ratio and estimated change in assessed valuation of taxable property over the terms of the Series E Bonds and Series F Bonds

2. An analysis containing the total overall cost of the CABs.
3. A comparison to the overall cost of CIBs.
4. The reason CABs are being recommended.
5. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board.

This item consists of the draft resolution containing the disclosure required in 1 above, along with appendices prepared by Raymond James & Associates, Inc. setting forth the information required in 2 and 3 above. In satisfaction of 4 above, the reason CABs are being recommended is as follows: Based on current bond interest rates, the tax rate currently being levied for repayment of bonds issued under the 2018 bond authorization, and the maximum legal tax rate, the District can only access the necessary funds to continue its projects at this time by including a combination of both current interest bonds and capital appreciation bonds in the bond structure. The G-17 disclosure (see 5 above) has been provided separately to the District by the underwriter, Raymond James & Associates, Inc. and is included as an appendix to the draft resolution.

The Refunding Bonds will refund the Refunded Prior Bonds, on an advance basis, so long as the total net interest cost to maturity plus the principal amount of the Refunding Bonds (plus any costs of issuance not funded from proceeds of the Refunding Bonds) will not exceed the total net interest cost to maturity plus the principal amount of the Refunded Prior Bonds.

At the February 16, 2022 Board meeting, the Board will have an opportunity to take action on the Bonds, including both CIBs and CABs, and to review other draft financing documents in substantially final form (including a preliminary official statement).

[Rio SD Resolution Authorizing 2022 General Obligation Bonds \(2\).pdf \(355 KB\)](#)

Administrative Content

Executive Content

RESOLUTION NO. 21/22-12

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL DISTRICT
PRESCRIBING THE TERMS AND AUTHORIZING THE ISSUANCE OF BONDS OF
THE DISTRICT; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND
DELIVERY OF PAYING AGENT AGREEMENTS, AN ESCROW AGREEMENT,
BOND PURCHASE AGREEMENTS, A CONTINUING DISCLOSURE CERTIFICATE,
AND AN OFFICIAL STATEMENT; AUTHORIZING DISTRIBUTION OF THE
OFFICIAL STATEMENT AND SALE DOCUMENTS; AND AUTHORIZING
EXECUTION OF NECESSARY CERTIFICATES AND RELATED ACTIONS**

WHEREAS, a duly called school bond election was held in the Rio Elementary School District (the “District”), Ventura County (the “County”), State of California, on November 6, 2018 (the “2018 Election”);

WHEREAS, at the 2018 Election there was submitted to the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot measure submitted to the voters, in the maximum amount not to exceed \$59,200,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, the returns of the election were thereafter canvassed pursuant to law and the Certificate of Election received from the Registrar of Voters of Ventura County authenticated that more than 55% (the amount required for passage) of the votes cast were in favor of issuing the general obligation bonds (the “Bonds”);

WHEREAS, on March 13, 2019 the District issued the first and second series of the Bonds authorized by the electors, designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series A (Tax-Exempt)” (the “Series A Bonds”), in an aggregate principal amount of \$23,000,000, and the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series B (Taxable),” in an aggregate principal amount of \$1,510,000;

WHEREAS, on April 15, 2020 the District issued the third and fourth series of the Bonds authorized by the electors, designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series C (Tax-Exempt),” in an aggregate principal amount of \$13,922,236.05, and the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series D (Federally Taxable),” in an aggregate principal amount of \$3,087,423.40;

WHEREAS, the Board has determined that it is now necessary and desirable to issue a fifth and sixth series of the Bonds authorized by the electors in an aggregate principal amount not to exceed \$14,680,341 to be designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series E (Tax-Exempt)” (the “Series E Bonds”) to finance the acquisition, construction, and improvement of school facilities, and in an

aggregate principal amount not to exceed \$3,000,000 to be designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series F (Taxable)” (the “Series F Bonds”) to fund regularly scheduled lease payments in connection with the District’s 2016 Refunding Certificates of Participation (the “2016 COPs”) and to prepay and defease a portion of the 2016 COPs, according to the terms and in the manner hereinafter set forth;

WHEREAS, it is contemplated that the Series E Bonds may be comprised of current interest bonds and capital appreciation bonds;

WHEREAS, this Resolution was publicly and properly noticed on the agenda as an information item for the Board of Trustee’s (the “Board”) January 19, 2022 meeting, as required by Section 53508.5 of the California Government Code and Section 15146(b)(2) and (c) of the California Education Code, since it is anticipated that a portion of the Series E Bonds and the Series F Bonds may be issued as bonds that allow for the compounding of interest (i.e., capital appreciation bonds);

WHEREAS, in satisfaction of the requirements of the Government Code and the Education Code, the information presented to the Board at its January 19, 2022 meeting included:

- disclosure of the financing term, time of maturity, repayment ratio and estimated change in assessed valuation of taxable property over the terms of the Series E Bonds and the Series F Bonds (see Sections 2 and 3 herein),
- an analysis containing the total overall cost of the Series E Bonds and the Series F Bonds that allow for the compounding of interest (see Appendix 1, attached hereto),
- a comparison to the overall cost of issuing only current interest bonds (see Appendix 1, attached hereto),
- the reason bonds that allow for the compounding of interest are being recommended (see Appendix 2, attached hereto); and
- a copy of the disclosure made by the Underwriter (as defined herein) in compliance with Rule G-17 adopted the Municipal Securities Rulemaking Board of the Securities and Exchange Commission (see Appendix 3, attached hereto).

WHEREAS, in satisfaction of Education Code 15146(b)(2), this Resolution is being presented at this February 16, 2022 meeting of the Board, such meeting being the next consecutive meeting thereof following such January 19, 2022 meeting;

WHEREAS, prudent management of the fiscal affairs of the District requires that the District now issue refunding bonds under the provisions of Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Refunding Bonds”) to advance refund the Series A Bonds, maturing on August 1, 2039 and August 1, 2048, or such other bonds as the District may designate (the “Refunded Prior Bonds”), provided that a sufficient level of present value savings may be achieved by doing so;

WHEREAS, it appears to the Board of the District that the total net interest cost to maturity plus the principal amount of the Refunding Bonds (plus any costs of issuance not funded from

proceeds of the Refunding Bonds) will not exceed the total net interest cost to maturity plus the principal amount of the Refunded Prior Bonds, which, pursuant to California Government Code Section 53552 and 53556, will permit the Board to issue the Refunding Bonds;

WHEREAS, the Tax Cuts and Jobs Act (H.R. 1), enacted December 22, 2017, eliminated advance refundings of municipal bonds on a tax exempt basis, and as a result, interest on the Series F Bonds (to the extent such bonds are prepaid on an advance basis) and the Refunding Bonds will be federally taxable;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Series E Bonds, the Series F Bonds, and the Refunding Bonds of the District; and

WHEREAS, the indebtedness of the District, including the proposed issuance of the Series E Bonds, the Series F Bonds, and the Refunding Bonds, is within all limits prescribed by law.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Rio Elementary School District, as follows:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Series E Bonds; Issue Authorized. The Board hereby authorizes the issuance of the Series E Bonds as Current Interest Bonds and Capital Appreciation Bonds (as such terms are defined in the Paying Agent Agreements described below) in an aggregate principal amount not to exceed \$14,680,341. The costs of issuance of the Series E Bonds (including estimates of compensation for the underwriter and premium for bond insurance) are estimated to be \$300,000. The District is issuing the Series E Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series E Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

The term of the Series E Bonds issued as Current Interest Bonds shall be no longer than 40 years, and specifically, no longer than 25 years for Capital Appreciation Bonds. For Current Interest Bonds that mature more than 30 years from their date of issuance, the useful life of the facilities financed with the proceeds of such Current Interest Bonds shall equal or exceed the maturity dates of such Current Interest Bonds. The estimated financing term of the Series E Bonds shall be less than 26 years and the estimated final maturity of the Series E Bonds shall be August 1, 2047. The estimated repayment ratio for the Series E Bonds is expected to be 1.59 to 1.00. It is estimated that over the term of the Series E Bonds total assessed value of taxable property within the District is expected to increase by 4.50% annually over the term of the Series E Bonds.

Section 3. Series F Bonds; Issue Authorized. The Board hereby authorizes the issuance of the Series F Bonds as Current Interest Bonds and Capital Appreciation Bonds (as such term is defined in the Paying Agent Agreements described below) in an aggregate principal amount not to exceed \$3,000,000. The costs of issuance of the Series F Bonds (including estimates of

compensation for the underwriter and premium for bond insurance) are estimated to be \$50,000. The District is issuing the Series F Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series F Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

The term of the Series F Bonds shall be no longer than 30 years, and specifically, no longer than 25 years for Capital Appreciation Bonds. The estimated financing term of the Series F Bonds shall be less than 11 years and the estimated final maturity of the Series F Bonds shall be August 1, 2032. The estimated repayment ratio for the Series F Bonds is expected to be 1.12 to 1.00. It is estimated that over the term of the Series F Bonds total assessed value of taxable property within the District is expected to increase by 4.50% annually over the term of the Series F Bonds.

Section 4. Refunding Bonds; Issue Authorized. The Board hereby authorizes the issuance of the Refunding Bonds in an aggregate principal amount not to exceed \$8,000,000; provided that the total net interest cost to maturity plus the principal amount of the Refunding Bonds (plus any costs of issuance not funded from proceeds of the Refunding Bonds) does not exceed the total net interest cost to maturity plus the principal amount of the Refunded Prior Bonds and further provided that the District's Superintendent or the Assistant Superintendent of Business Services has determined that the refunding of the Refunded Prior Bonds produces net present value savings of at least 3.0% of the par amount of the Refunded Prior Bonds (or such higher amount of savings as they may require). Interest on the Refunding Bonds will be federally taxable. The Board finds and determines that the Refunded Prior Bonds shall be redeemed on their first available optional redemption date of August 1, 2027. The costs of issuing the Refunding Bonds authorized to be paid from the proceeds thereof shall include all of the authorized costs of issuance set forth in Government Code Section 53550(e) and (f) and Section 53587. Pursuant to Government Code Section 53587, in determining the amount of Refunding Bonds to be issued, the Board hereby determines that any capitalized interest from proceeds of the Refunding Bonds shall be reasonably required.

Section 5. Approval of Paying Agent Agreements. The Board hereby approves the form of the Second Supplemental Paying Agent Agreement (the "Second Supplemental Paying Agent Agreement") between the District and U.S. Bank National Association (the "Paying Agent"), supplementing the Paying Agent Agreement dated March 1, 2019, as supplemented by the First Supplemental Paying Agent Agreement dated April 1, 2020, between the District and the Paying Agent (together with the Second Supplemental Paying Agent Agreement, the "Paying Agent Agreement"), as presented to this meeting and on file with the Secretary of the Board, in connection with the Series E Bonds and the Series F Bonds. The President, Clerk, and Secretary of the Board, the Superintendent, and the Assistant Superintendent of Business Services (the "Designated Officers"), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Second Supplemental Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Second Supplemental Paying Agent Agreement, with the advice of Parker & Covert LLP ("Bond Counsel"), may require or approve. The execution of the Second Supplemental Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval

of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Series E Bonds and the Series F Bonds shall be as provided in the Second Supplemental Paying Agent Agreement, as finally executed.

The Board hereby approves the form of the Refunding Bonds Paying Agent Agreement (the "Refunding Bonds Paying Agent Agreement") between the District and the Paying Agent, as presented to this meeting and on file with the Secretary of the Board, in connection with the Refunding Bonds. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Refunding Bonds Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Refunding Bonds Paying Agent Agreement, with the advice of Bond Counsel, may require or approve. The execution of the Refunding Bonds Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Refunding Bonds shall be as provided in the Refunding Bonds Paying Agent Agreement, as finally executed.

Section 6. Escrow Agreement. The Board hereby approves the form of the Escrow Agreement (the "Escrow Agreement") between the District and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), that provides for the deposit of funds sufficient to pay principal and interest components of regularly scheduled lease payments in connection with the District's 2016 COPs, to prepay and defease a portion of the 2016 COPs, and to refund the Refunded Prior Bonds, as presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Escrow Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Escrow Agreement, with the advice of Bond Counsel, may require or approve. The execution of the Escrow Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

Section 7. Approval of Method of Sale and Bond Purchase Agreement(s). The Series E Bonds, the Series F Bonds, and the Refunding Bonds shall be sold upon the direction of a Designated Officer, and pursuant to the terms of a Bond Purchase Agreement(s) (defined herein). The Board hereby authorizes the sale of the Series E Bonds, the Series F Bonds, and the Refunding Bonds by way of a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series E Bonds, the Series F Bonds, and the Refunding Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined below) to pre-market the Series E Bonds, the Series F Bonds, and the Refunding Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of the financing. The Board hereby further authorizes the sale of the Series E Bonds, the Series F Bonds, and the Refunding Bonds provided that the maximum interest rate on the Series E Bonds, the Series F Bonds, and the Refunding Bonds shall not exceed the maximum interest rate permitted

by law, and the underwriter's discount, net of the cost of bond insurance, if any, shall not exceed 0.700% of the principal amount of the Series E Bonds, the Series F Bonds, and the Refunding Bonds, respectively.

The Board hereby further approves the form of the Bond Purchase Agreement(s) relating to the Series E Bonds, the Series F Bonds, and the Refunding Bonds (the "Bond Purchase Agreement(s)") between the District and Raymond James & Associates, Inc. (the "Underwriter"), in the form as presented to this meeting, and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to negotiate the final terms of the sale of the Series E Bonds, the Series F Bonds, and the Refunding Bonds with the Underwriter, upon the recommendation of Isom Advisors, a Division of Urban Futures, Inc., the District's municipal advisor (the "Municipal Advisor"). Further, the Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Underwriter, the Bond Purchase Agreement(s) in substantially that form, with such changes therein as the Designated Officer or Officers executing the Bond Purchase Agreement(s), with the advice of Bond Counsel, may require or approve. The execution of the Bond Purchase Agreement(s) by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

Section 8. Approval of Continuing Disclosure Certificate. The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Series E Bonds, the Series F Bonds, and the Refunding Bonds (the "Continuing Disclosure Certificate"), as presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

Section 9. Official Statement. The Board hereby approves the form of the Preliminary Official Statement relating to the Series E Bonds, the Series F Bonds, and the Refunding Bonds (the "Preliminary Official Statement"), with such additions, changes, and deletions as permitted hereunder and under applicable law (the "Official Statement"), presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the Official Statement in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of the Municipal Advisor or Bond Counsel, may require or approve. The execution of the Official Statement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The Board hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Series E Bonds, the Series F Bonds, and the Refunding Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Series E Bonds, the Series F Bonds, and the Refunding Bonds. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the

Underwriter certification to the effect that the Board deems the Preliminary Official Statement, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. Valid Obligations. The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Series E Bonds, the Series F Bonds, and the Refunding Bonds in order to make them legal, valid, and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series E Bonds, the Series F Bonds, and the Refunding Bonds have been performed and have been met, in regular and due form as required by law, including compliance with the required disclosures set forth in Government Code section 5852.1 (see attached Exhibit A); and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series E Bonds, the Series F Bonds, and the Refunding Bonds.

Section 11. Request to Levy Tax. The Board of Supervisors of the County and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* taxes in each year sufficient to pay debt service coming due in each year for the Series E Bonds, the Series F Bonds, and the Refunding Bonds. The Board hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District in an amount sufficient to pay debt service coming due in each year for the Series E Bonds, the Series F Bonds, and the Refunding Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Series E Bonds, the Series F Bonds, and the Refunding Bonds being issued to finance and refinance specific projects authorized by the District's voters.

Section 12. Paying Agent's Fees. In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the County to include within the annual tax levy for the Series E Bonds, the Series F Bonds, and the Refunding Bonds the fees and expenses payable to the Paying Agent.

Section 13. Building Fund and Tax Collection Fund. (A) **Building Fund.** The District shall establish and create and/or maintain the "Rio Elementary School District, Building Fund" (the "Building Fund"), and keep the fund separate and distinct from all other District and County funds. The District shall deposit the proceeds of the sale of the Series E Bonds and the Series F Bonds (except any premium or accrued interest received from the sale) into the Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of the District, and to pay costs of issuance of the Series E Bonds and the Series F Bonds not otherwise paid from the Costs of Issuance Fund established by the Second Supplemental Paying Agent Agreement.

(B) **Tax Collection Fund.** The District hereby requests that the Ventura County Treasurer-Tax Collector (the "Treasurer") establish and create and/or maintain the "Rio Elementary School District, General Obligation Bonds, Tax Collection Fund (the "Tax Collection Fund"), and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Treasurer deposit any premium received from the sale of the Series E Bonds and the Series F Bonds into the Tax Collection Fund. The District hereby

further requests that the Treasurer withdraw from the Tax Collection Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Series E Bonds, the Series F Bonds, and the Refunding Bonds, and to pay the fees and expenses of the Paying Agent.

Section 14. Identification of Professionals Involved. The Board hereby approves the firm of Isom Advisors, a Division of Urban Futures, Inc. to act as Municipal Advisor; U.S. Bank National Association to act as Paying Agent; and the firm of Parker & Covert LLP, to act as bond counsel and disclosure counsel to the District, with respect to the sale and delivery of the Series E Bonds, the Series F Bonds, and the Refunding Bonds.

Section 15. Official Intent. The District intends to undertake the construction, repair and acquisition of school facilities and equipment, described in the bond measure, to serve the District (the “Improvements”). The District intends to use the proceeds of its Series E Bonds and the Series F Bonds described in this Resolution to finance the Improvements. The District expects to pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Improvements prior to the issuance by it of the indebtedness for the purpose of financing the costs of the Improvements on a long-term basis. The District reasonably expects that the Series E Bonds and the Series F Bonds debt obligations will be issued by it for the purpose of financing the cost of the Improvements on a long-term basis, and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District’s official intent to use a portion of the proceeds of the proposed indebtedness to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2 and Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended.

Section 16. Authorization of Officers to Execute Documents. The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, in order to complete the sale, issuance, and delivery of the Series E Bonds, the Series F Bonds, and the Refunding Bonds, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 17. Effective Date. This resolution shall take effect immediately upon its passage.

[Signature Page Follows]

APPROVED, PASSED, AND ADOPTED on February __, 2022, by the Rio Elementary School District Board of Trustees, by the following vote:

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____

RIO ELEMENTARY SCHOOL DISTRICT

By: _____
Kristine Anderson,
President of the Board of Trustees

ATTEST:

By: _____
John D. Puglisi, Ph.D.
Secretary of the Board of Trustees

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of good faith estimates provided by the Underwriter and the Municipal Advisor:

Series E Bonds^(1a)

1. True interest cost of the Series E Bonds: 2.75%
2. Finance charges of the Series E Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$240,249.74.
3. Net proceeds to be received (net of finance charges, reserves, and capitalized interest, if any): \$11,350,573.06.
4. Total payment amount through final maturity of the Series E Bonds, net of estimated capitalized interest: \$18,368,750.00.

Series F Bonds^(1b)

1. True interest cost of the Series F Bonds: 2.29%
2. Finance charges of the Series F Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$42,849.51.
3. Net proceeds to be received (net of finance charges, reserves, and capitalized interest, if any): \$2,142,900.00.
4. Total payment amount through final maturity of the Series F Bonds: \$2,447,230.37.

Refunding Bonds^(1c)

1. True interest cost of the Refunding Bonds: 3.43%
2. Finance charges of the Refunding Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$141,579.29.
3. Net proceeds to be received (net of finance charges, reserves, and capitalized interest, of \$6,544,982.56.
4. Total payment amount through final maturity of the Refunding Bonds: \$11,748,924.43.

⁽¹⁾ Based upon estimated par amounts as follows:

- (a) \$11,585,919.00 for Series E Bonds
- (b) \$2,190,000.00 for Series F Bonds
- (c) \$6,690,000.00 for Refunding Bonds

APPENDIX 1

**AB 182
CAPITAL APPRECIATION BONDS ANALYSIS**

[see attached]

APPENDIX 2

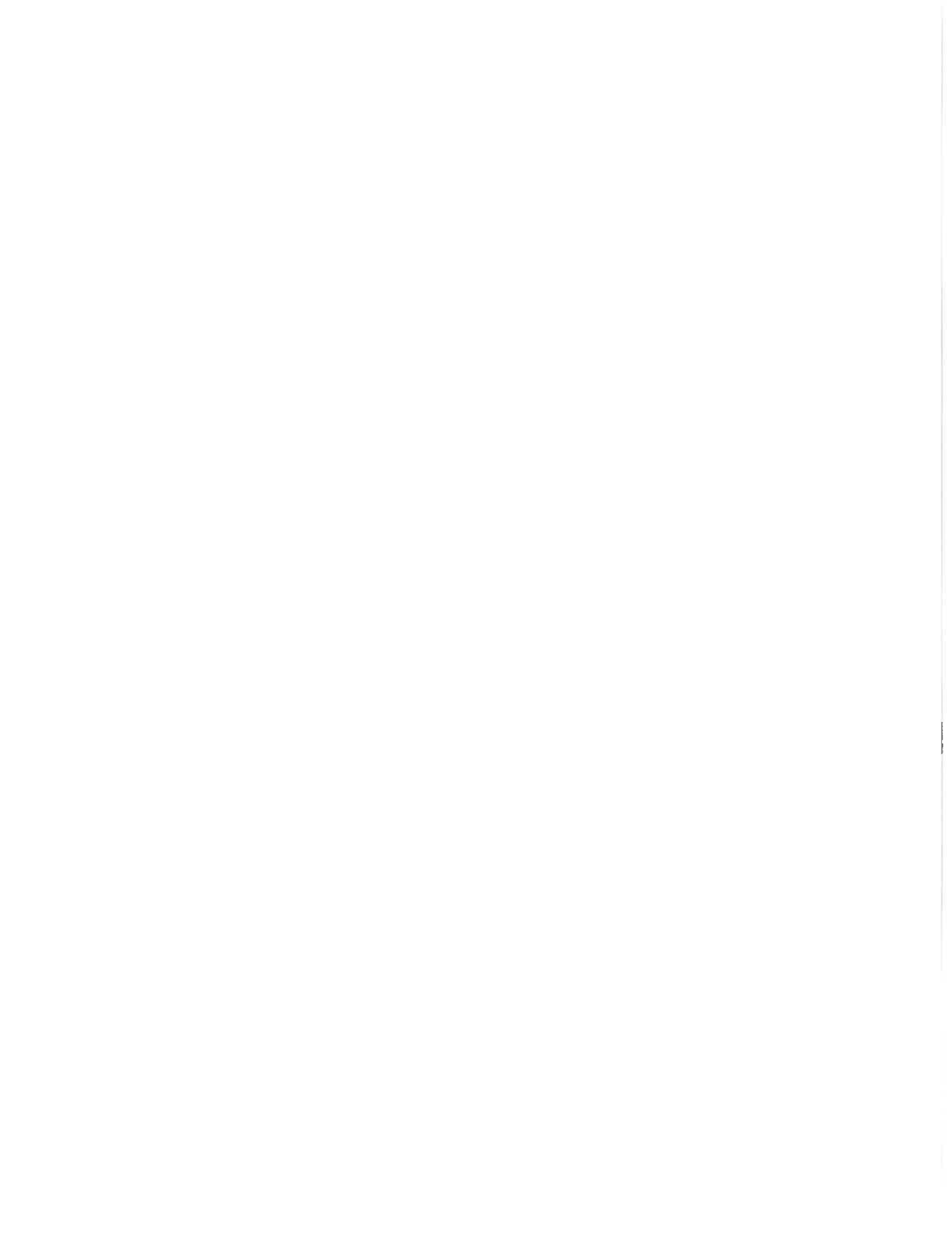
AB 182 REASON FOR CAPITAL APPRECIATION BONDS

Based on current bond interest rates, the tax rate currently being levied for repayment of Bonds issued under the authorization approved by voters at the 2018 Election, and the maximum legal tax rate, the District can only access the necessary funds to continue its Measure L projects at this time by including a combination of both current interest bonds and capital appreciation bonds in the bond structure.

APPENDIX 3
AB 182
RULE G-17 DISCLOSURE

[see attached]

9.1





Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of Contract with Tetra Tech for Environmental Review Services for 2600 N. Rose for Rio Del Valle expansion.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	168,253.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve contract modifications as proposed by Tetra Tech for the preparation of an environmental impact report (EIR) and supplemental site investigation work related environmental review of the proposed expansion project at Rio Del Valle Middle School.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

The District is currently in the process of conducting an environmental review of the proposed Rio del Valle Middle School Expansion project. The Contract modifications to: (i) prepare an Environmental Report (EIR) (M-2827) and (ii) Conduct a Supplemental Site Investigation (M02825R) for the Rio del Valle Expansion Project in an amount not to exceed \$131,927 for M-2827 and \$36,326 for M-2825R.

Such modifications will increase the cost ceiling on existing purchase order no. L22-00019 dated August 18, 2021 from \$40,893.00 to \$172,820.00 and increase the cost ceiling on existing Purchase Order No. L21-02442 dated June 8, 2021 from \$17,104.00 to \$53,430.00 for a combined net increase of \$168,253.00.

[M-2827_RSD_Mod No1 EIR_Final_120621.pdf \(342 KB\)](#)

[M-2825R.pdf \(241 KB\)](#)

Administrative Content

Executive Content



December 6, 2021

M-2827

Transmitted Electronically

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

Subject: Modification Proposal to Prepare an Environmental Impact Report for the Rio del Valle Middle School Existing Campus Expansion Master Plan in the County of Ventura, California (Modification No. 1).

Dear Mr. Saleh:

Tetra Tech is pleased to provide this modification proposal (Modification No. 1) and scope of work (SOW) to prepare an Environmental Impact Report (EIR) for the Rio del Valle Middle School Existing Campus Expansion Master Plan (Project) in the County of Ventura, California. Sage Realty (Sage) is coordinating this project for Rio School District (RSD).

PROJECT UNDERSTANDING

RSD's Rio del Valle Middle School, located at 3100 Rose Avenue in unincorporated County of Ventura, serves middle school students in grades 6-8. The existing campus is approximately 30.2 acres, including the 20.2-acre main campus (APN 144-0-110-445) and 10 acres of active agricultural lands (a portion of APN 144-0-110-225) to the north of the main campus buildings. The proposed project would add approximately 11.1-acres to the south (a portion of APN 144-0-110-590) that the District proposes to develop with new educational and support facilities, resulting in an approximately 41.3-acre campus (project Site). The southern campus expansion area would extend the existing boundary of the Rio del Valle Campus south to Collins Street. The current western and eastern property lines would continue southward on their current bearings, until terminating at Collins Street. This area will be home to the 1) District Transportation and Parking Facility, 2) the Interim Transportation and Parking Facility, and 3) future expansion areas for instructional areas/classrooms and/or athletic facilities/playgrounds.

TECHNICAL APPROACH

Task 1 Initial Study – In Progress

The draft version of the Initial Study (IS) is currently under review by the City of Oxnard. The finalized IS will be used to focus the EIR on the effects determined to be potentially significant and will provide an explanation for the determination of impacts found not to be significant. A Notice of Preparation (NOP) will be filed with the County Clerk and State Clearinghouse and published once in a local newspaper.

Task 2 Draft EIR

Tetra Tech will prepare an Administrative Draft EIR for review by RSD (Lead Agency) and the City of Oxnard (Responsible Agency). Per *State CEQA Guidelines Section 15143*, the EIR shall focus on the potentially significant effects of the project on the environment. Effects dismissed in an IS as clearly insignificant and unlikely to occur

Tetra Tech, Inc.

need not be discussed further in the EIR, unless the Lead Agency subsequently receives information inconsistent with the finding in the IS. Therefore, the content of the EIR will be based on the findings in the IS and input received from agencies and individuals during the public scoping process. Both City of Oxnard and County of Ventura guidelines and thresholds will be analyzed in the EIR. Topics to be included in the EIR include:

- *Aesthetics*: An aesthetic and visual impact evaluation will be performed, including potential impacts on scenic resources and impacts from new sources of light and glare. It is not anticipated that visual simulations showing before and after conditions for the proposed project will be required.
- *Agriculture Resources*: The agricultural impacts will be evaluated based on a review of publicly available information for the proposed conversion of farmland to non-agricultural use. The conversion of Prime Farmland and/or Farmland of Statewide Importance has been identified as an area of controversy. It is anticipated that consultation with the Ventura County Planning Division and Agricultural Commissioner will occur.
- *Air Quality*: Tetra Tech will conduct an air quality study to evaluate the air quality impacts of the proposed project. The air emissions associated with the proposed project will be evaluated using the latest version of California Emissions Estimator Model (CalEEMod).
- *Biological Resources*: Based on the findings of the IS, special-status species (sensitive, threatened, endangered, rare, or candidate species) have potential to occur within or adjacent to the project Site. The proposed project also may result in impacts or removal of mature/protected trees. Tetra Tech will further assess the potential presence of and impacts on sensitive biological resources.
- *Cultural Resources*: Impacts related to cultural resources will be evaluated based on the California Historical Resources Information System (CHRIS) and California Native American Heritage Commission (NAHC) Sacred Lands File Search (SLF) record search results. Tribal outreach and coordination and AB52 consultation assistance services are included in the SOW.
- *Geology/Soils*: Impacts related to geology/soils will be evaluated based on desktop review of publicly available information, existing technical studies, as well as the results of a geotechnical study.
- *Greenhouse Gas Emissions*: The greenhouse gas emissions associated with the proposed project will be evaluated using the latest version of California Emissions Estimator Model (CalEEMod).
- *Hazards and Hazardous Materials*: Evaluation of hazardous resources will be prepared based on the Phase I and II Environmental Site Assessments (ESAs) prepared for the Site (under separate scope and cost) as well as the results of a Supplemental Site Investigation (SSI).
- *Hydrology and Water Quality*: Potential project impacts on water quality standards, groundwater supply, surface runoff, and flooding will be evaluated based on publicly available information and anticipated utilities improvement and supply information to be provided by Jensen. It is anticipated sewer calculations and a water demand analysis will be necessary, but will be performed outside this SOW by Jensen.
- *Land Use and Planning*: Consistency with relevant land use plans and policies will be discussed along with a description of potential impacts on land use. The land use discussion will identify the existing land use designations for the proposed project (General Plan and Zoning) and identify any potential land use impacts associated with the proposed project. The IS identified that the proposed project will require multiple adjustments to current land use regulations.

- *Mineral Resources:* The mineral resources impacts will be evaluated based on a review of publicly available information for the proposed project.
- *Noise:* Impacts related to noise associated with the proposed project will be evaluated based on the results of a technical noise analysis performed by Tetra Tech.
- *Public Services:* The availability and non-cost related impacts of the proposed project on public services including fire and police projection will be presented.
- *Transportation/Traffic:* Impacts related to transportation/traffic will be evaluated based on the results of a Traffic and Circulation Study being prepared by Stantec. Consistency with relevant plans, ordinances, and policies with regard to the circulation system will be discussed.
- *Tribal Cultural Resources:* Impacts related to cultural resources will be evaluated based on the CHRIS and NAHC SLF record search results. Tribal outreach and coordination and AB52 consultation assistance services are included in the SOW.
- *Utilities and Service Systems:* Utilities impacts will be evaluated based on a review of publicly available information and anticipated utilities improvement and supply information to be provided by Jensen. It is anticipated sewer calculations and a water demand analysis will be necessary, but will be performed outside this SOW by Jensen.

The EIR will include a discussion of three alternatives including the “no project” alternative as required by CEQA. The alternatives analysis will include potential alternatives considered and rejected, as well as identification of the environmentally superior alternative. Tetra Tech and RSD will use the proposed project’s goals and objectives to provide guidance for evaluating the project alternatives. The goals and objectives provide the foundation for developing the screening criteria. Laws, regulations, and public input from scoping also may provide additional criteria. The screening criteria will be used to highlight the tradeoffs among alternatives.

Tetra Tech will submit an Administrative Draft EIR to RSD and the City of Oxnard for review. This SOW assumes one (1) round of review and comments from each agency prior to the release of the “print-ready” copy of the document.

Notice of Availability and Notice of Completion: A Notice of Availability (NOA) will be prepared for the proposed project. RSD will publish the NOA in at least one local newspaper and on their website. Tetra Tech will also file the NOA with the County Clerk and State Clearinghouse. In addition, Tetra Tech will prepare the Notice of Completion (NOC) as part of the State Clearinghouse requirements.

Draft EIR Public Scoping Meeting: Tetra Tech will attend and coordinate with RSD to prepare community meeting materials associated with the Draft EIR. Two Tetra Tech staff will plan to attend this public meeting. Tetra Tech will prepare a PowerPoint presentation and will be responsible for giving this presentation at the meeting. Tetra Tech will also provide a written summary of comments received during this public meeting.

Task 3 Final EIR

The Final EIR will include the Draft EIR, Response to Comments, and a Mitigation, Monitoring, and Reporting Program (MMRP). Tetra Tech will track and organize all comments received during the Draft EIR public review period. All written comments will be organized based on resource area or topics. Tetra Tech will work with RSD to analyze public and agency written comments received, develop responses to public comments, and determine



how the EIR should be revised in response to comments (if needed). The written responses will be a good faith, reasoned analysis in response to comments on environmental issues, and not conclusory statements unsupported by facts. Tetra Tech will submit the administrative Final EIR to RSD for review after completing necessary revisions. This SOW assumes one (1) round of comments from RSD and a final review for the “print-ready” copy of the document.

Mitigation, Monitoring, and Reporting Program: Tetra Tech will prepare a MMRP in order to ensure that the mitigation measures and project revisions identified in the EIR are scheduled and implemented.

Agency Review: Tetra Tech will send written responses to agencies and individuals that submitted comments during the Draft EIR public comment period at least 10 days prior to the RSD Board Meeting.

Findings of Fact and Statement of Overriding Considerations: Tetra will coordinate with RSD and prepare a Findings of Fact and a Statement of Overriding Considerations (SOC). The SOC shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the administrative record. The SOC shall be supported by substantial evidence in the administrative record.

Board Meeting and Notice of Determination: Tetra Tech will assist with the preparation of Board of Education materials including the Notice of Determination (NOD). Tetra Tech will file the NOD with the County Clerk and State Clearinghouse within five business days of the Board decision. Two hard copies of the Final EIR will also be provided to RSD.

PROJECT SCHEDULE

The following is a preliminary project schedule for the preparation of an EIR.

Deliverable	Schedule	Comments
Prepare Draft Initial Study	8/9/21 – 10/29/21	Complete
RSD Review/Comments on Draft IS/NOP	11/01/21 – 11/04/21	Complete
Revise Draft IS/NOP	11/5/21 – 11/10/21	Complete
City of Oxnard Review/Comments on Draft IS/NOP	11/11/21 – 12/10/21	
Final IS/NOP	1/07/22	
IS/NOP 30-Day Public Review Period	1/14/22 – 2/14/22	
Public Scoping Meeting	Sometime the week of 1/24/22 or 1/31/22	
Administrative Draft EIR	1/24/22 – 3/25/22	Assumes only minor comments on the IS.
RSD Review/Comments on Draft EIR/NOC	3/28/22 – 4/01/22	
Revise Draft EIR	4/04/22 – 4/08/22	
City of Oxnard Review/Comments on Draft EIR/NOC	4/11/22 – 5/9/22	
Revise Draft EIR	5/10/22 – 5/20/22	
Public Review Period	5/24/22 – 7/08/22	

Prepare Response to Comments/ Administrative Final EIR	7/11/22 – 7/15/22	Note: Tetra Tech will begin preparing responses to comments received on Draft EIR as they are received.
RSD Review/Comments on Administrative Final EIR	7/18/22 – 7/25/22	
Final EIR	7/29/22	Mail Response to Comments at least 10 days before Board meeting.
Board Meeting/Notice of Determination	August 2022	File NOD within 5 days of Final EIR certification

Note: The schedule days are working days unless specified otherwise. An effort to expedite work plan tasks will be done whenever feasible.

PRICE

Tetra Tech proposes to prepare an EIR (Tasks 2 and 3) on a time and materials basis for a Not-to-Exceed price of \$131,927. Our price estimate is provided in Table 1. Table 2 contains a summary of our time and materials labor rates. This modification will increase the cost ceiling on our existing Purchase Order No. L22-00019 dated August 18, 2021 from \$40,893 to \$172,820. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis. The project price will not be exceeded without prior authorization by RSD. Our price is based on an assumed level of effort that may vary depending on changes made to the project description.

COSTING ASSUMPTIONS

Several assumptions have been made in developing this proposal and price estimate that if not valid, will constitute a change in the SOW, requiring an adjustment in project price. We will notify you of any such changes in writing. Assumptions and limitations to our SOW are:

- This SOW does not include the preparation of additional technical studies/analysis beyond what is described in this SOW. This scope is based on an anticipated level of effort and additional technical studies may be warranted based on the EIR studies and public scoping period.
- Anticipated technical studies necessary based on the results of the IS include the following: air quality study, geotechnical study, SSI, sewer calculations, water demand analysis, technical noise analysis, and traffic and circulation study. Included in this SOW, Tetra Tech will conduct the air quality study and technical noise analysis. Tetra Tech will also conduct the geotechnical study and SSI under a separate SOW. Jensen will conduct the sewer calculations and water demand analysis. Stantec is currently preparing the traffic and circulation study. Results of technical studies under direct contract with RSD will be shared with Tetra Tech in order to complete the EIR. Additional special studies related to the resource topics moving forward to the EIR may become necessary based on findings and analysis through the EIR process. Tetra Tech will communicate as soon as possible if this becomes the case.
- The project description will not change significantly during the course of the project. If significant changes to the proposed project description occur, additional costs may be incurred. This SOW is based on the project description provided in the Draft IS.
- This price estimate is based on our understanding of the current regulatory framework for the Site. Should regulations change or if additional regulatory requirements are imposed, the project work scope and costs may need to be modified.

- Tetra Tech staff will attend the public scoping meeting. Public meeting attendance by technical specialist(s) would be an additional scope and price as authorized by RSD.
- We have assumed one round of comments from both RSD and the City of Oxnard, and a final review of the “print ready” copy of the Draft EIR and Final EIR. We have assumed that 2 hard copies of the Draft EIR and 20 thumb drives containing the IS and Draft EIR will be submitted to RSD. Tetra Tech will circulate up to 20 copies of the IS and Draft EIR to responsible and trustee agencies.
- Costs to provide detailed biological surveys such as tree surveys, wetlands delineations, special-status species surveys, or agency consultations are not included in this cost estimate.
- This scope does not include any tribal consultation conference calls, in-person meetings, or a site visit. This scope does not include Native American meetings, site visits, or other participation; additionally, this SOW does not include paleontological, archaeological, or architectural survey or reporting. If interested local Native American tribes request a site visit or meeting requiring a Tetra Tech Archaeologist, a scope and cost estimate will be submitted for this additional work.
- This SOW does not include an inventory of potential sites with a general evaluation of vacant, non-prime agricultural lands within the boundaries of the jurisdiction that could be developed for the same or similar uses; it is assumed that RSD will provide Tetra Tech with the information and evaluation of sites that were considered and rejected, for use of the alternatives required by CEQA. Three alternatives including the “no project” alternative will be presented in the EIR as required by CEQA.
- Tetra Tech will prepare and file the applicable CEQA NOP, NOA, and NOD at the County Clerk’s Office and State Clearinghouse, on RSD’s behalf. RSD will pay to publish the NOP and NOA in a local newspaper at least one time each, and will pay the associated environmental filing fees. While not required, it is suggested to translate and publish the NOP and NOA in a local Spanish language newspaper. Translation of notices and/or meeting materials is not included in this SOW.
- We have assumed responding to up to 10 substantive comments in the Final EIR.
- Information regarding water supply and utility improvements required to service the proposed project will be provided by Jensen. It is anticipated that sewer calculations and a water demand analysis will be necessary, but will be performed outside this SOW by Jensen.

CONTRACTURAL TERMS AND CONDITIONS

We propose to perform these services in accordance with a modified Purchase Order No. L22-00019 dated August 18, 2021 between RSD and Tetra Tech and the agreed-on scope of services presented in this modification proposal. Tetra Tech will begin implementation of Tasks 2 and 3 immediately following written authorization acknowledging RSD’s acceptance of this modification proposal.

Tetra Tech appreciates this opportunity to work with the RSD. Please contact Mr. Westhaus at (805) 455-0603 or Ms. O’Conner at (626) 348-3669 if you have any questions regarding our modification proposal.



Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.
California Schools Director
randy.westhaus@tetrattech.com

cc: Jim Steele (Tetra Tech)
Linabelle Natividad (Tetra Tech)
Dr. Joel Kirschenstein (Sage)

Attachments: Table 1 – Tetra Tech Price Estimate
Table 2 – Tetra Tech Time and Materials Rates

Tables 1 and 2 – Price Estimate and Time and Materials Rates

Price Estimate - Mod 1
Rio School District
Rio del Valle Middle School Campus Expansion Master Plan EIR
December 6, 2021

LABOR Category	Task 2 Draft EIR		Task 3 Final EIR		TOTAL		
	Rate	Hours	Amount	Hours	Amount	Hours	Amount
Sr. Project Manager	\$241.07	56	\$13,500	30	\$7,232	86	\$20,732
Professional Geologist/Associate Director	\$199.45	32	\$6,382	30	\$5,984	62	\$12,366
Senior-Level Noise Specialist	\$190.55	6	\$1,143	4	\$762	10	\$1,906
Junior-Level Engineer/Scientist	\$120.50	25	\$3,013	6	\$723	31	\$3,736
Mid-Level CEQA Specialist	\$130.22	62	\$8,074	16	\$2,084	78	\$10,157
Senior-Level CEQA Specialist	\$189.60	100	\$18,960	60	\$11,376	160	\$30,336
Mid-Level Engineer/Scientist	\$133.23	12	\$1,599	8	\$1,066	20	\$2,665
Associate-Level Engineer/Scientist	\$97.48	240	\$23,395	100	\$9,748	340	\$33,143
Contract Management	\$188.34	4	\$753	2	\$377	6	\$1,130
Administration	\$95.93	16	\$1,535	16	\$1,535	32	\$3,070
GIS Graphics/CADD	\$115.23	24	\$2,766	12	\$1,383	36	\$4,148
Junior-Level Word Processing/Publications	\$78.84	60	\$4,730	32	\$2,523	92	\$7,253
TOTAL LABOR		637	\$85,850	316	\$44,791	953	\$130,641
OTHER DIRECT COSTS		Units	Amount	Units	Amount	Units	Amount
Fed Ex	\$15.00	24	\$360	24	\$360	48	\$720
Mileage	\$0.560	400	\$224		\$-	400	\$224
Flash Drives	\$2.00	24	\$48	24	\$48	48	\$96
Subtotal ODCs			\$632		\$408		\$1,040
G&A Cost on ODCs at 12.41%			\$78		\$51		\$129
Markup on ODCs at 10%			\$71		\$46		\$117
TOTAL ODCs			\$781		\$504		\$1,286
TOTAL ESTIMATED AMOUNT			\$86,631		\$45,296		\$131,927

Table 2
Tetra Tech Time and Materials Rates
Rio School District
Rio Del Valle Middle School Campus Expansion Project EIR
December 06, 2021

Labor Category	Hourly Billing Rate
Vice President	\$266.77
Sr. Project Manager	\$241.07
Professional Geologist/Associate Director	\$199.45
Principal-Level CEQA Specialist	\$191.00
Senior-Level Noise Specialist	\$190.55
Mid-Level CEQA Specialist	\$130.22
CEQA Specialist	\$77.25
Senior-Level Geologist/Project Manager	\$127.96
Senior-Level CEQA Specialist	\$189.60
Public Outreach Specialist	\$142.14
Principal-Level Engineer/Scientist	\$187.46
Senior-Level Engineer/Scientist	\$166.86
Mid-Level Engineer/Scientist	\$133.23
Junior-Level Engineer/Scientist	\$120.50
Associate-Level Engineer/Scientist	\$97.48
Senior-Level Environmental Technician	\$153.47
Mid-Level Environmental Technician	\$93.73
Junior-Level Environmental Technician	\$77.25
Associate-Level Environmental Technician	\$66.95
Contract Management	\$188.34
Administration	\$95.93
GIS Graphics/CADD	\$115.23
Junior-Level Word Processing/Publications	\$78.84

Notes:

Rates Effective through June 30, 2022

Rates apply to normal working hours.

Subcontractors will be billed at cost plus 10% profit

Rates for field equipment are quoted upon request.

Out-year rates escalated at 3.0% per fiscal year (Oct through Sep)



December 28, 2021

M-2825R

Transmitted Electronically

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

Subject: Proposal to Perform a Supplemental Site Investigation for the Rio Del Valle Middle School Campus Enhancement Master Plan Expansion Project Environmental Impact Report (Modification No. 1).

References:

- a) *Phase I Environmental Assessment, Rio Del Valle Middle School Expansion Project, 2600 North Rose Avenue, Oxnard, California 93036.* (Tetra Tech September 23, 2021).
- b) *Phase II Environmental Assessment, Rio Del Valle Middle School Expansion Project, 2600 North Rose Avenue, Oxnard, California 93036.* (Tetra Tech September 24, 2021).
- c) *Initial Study Rio Del Valle Middle School Existing Campus Expansion Master Plan, County of Ventura, California* (Tetra Tech November 11, 2021).

Dear Mr. Saleh:

Tetra Tech is pleased to present this modification proposal (Modification No. 1) to the Rio School District (RSD) to perform a Supplemental Site Investigation (SSI) for Rio Del Valle (RDV) Middle School Campus Enhancement Master Plan Expansion Project Environmental Impact Report (EIR) in Ventura County, California (hereafter referred to as the Site). Sage Institute, Inc. (Sage) is coordinating this SSI and Preliminary Geotechnical Assessment for the RSD.

The Site comprises approximately 41.3-acres and includes approximately 10-acres of Assessor's Parcel Number (APN) 144-110-022, all of APN 144-110-044 (20.2 acres), and an 11.1-acre portion of APN 144-0-110-590 in the County of Ventura, California. Site surface elevations range from approximately 85 to 95 feet above mean sea level (msl). The Site is currently used for row crop cultivation in the portions located on APN 144-110-022 and APN 144-0-110-590. The original RDV Middle School Campus is located on APN 144-110-044. APN 144-110-022 is used entirely for organic berry cultivation. APN 144-0-110-590 contains a 0.3-acre single-family residence area and a 2.6-acre farmyard area, with the remaining 8.2-acres used for organic berry cultivation. The areas located adjacent to the north and east of the Site are used for agricultural crop production. A residential neighborhood is located to the west of the Site across North Rose Avenue and the Oxnard Auto Center is located south of the Site across Collins Street.

RSD proposes to implement the RDV Campus Enhancement Master Plan (proposed project) to meet the immediate educational, recreational, and support facilities needs of District students. Enrollment within

Tetra Tech

Tel

Fax



the District has been increasing and additional facilities are needed now in order to accommodate the students. The District is currently in escrow to acquire approximately 11.1 acres to the south of the existing campus that would extend the existing RDV campus boundary to Collins Street. The proposed project includes development within the expanded campus which would occur in phases and would include options for: new classrooms, library and media center, transportation and parking facilities, recreational facilities including 320-meter track, flag football field, six basketball courts, two baseball fields, softball field, physical education (P.E.) and lunch play field, three sand volleyball courts, three to four soccer fields, 460-meter jogging path, an athletic restroom/storage building, and up to five tennis courts and/or handball courts. The expanded campus shall provide significant health and safety improvements, additional on-Site parking, and a bus turn out lane. Nine of the District's 14 buses are used for RDV student transportation during and after school programs; these buses would be housed on the southern 11.1-acre addition to the campus with the buildout of the proposed project. The buildout of the RDV Campus Master Plan is anticipated to occur over approximately 5 years.

PROJECT BACKGROUND

The scope of services in this proposal have been developed to assist the RSD by performing the special studies required for completion of the RDV Middle School Campus Expansion Project EIR. To date, the following special studies have been completed for the RDV Middle School Campus Expansion Project:

- *Phase I Environmental Site Assessment, Ten Acre Portion of APN 144-0-110-022 on North Rose Avenue Oxnard, California 93036* (Tetra Tech September 106, 2020);
- *Phase II Environmental Site Assessment, Ten Acre Portion of APN 144-0-110-022 on North Rose Avenue Oxnard, California 93036* (Tetra Tech November 4, 2020);
- *Phase II Environmental Site Assessment Addendum, Ten Acre Portion of APN 144-0-110-022 on North Rose Avenue Oxnard, California 93036* (Tetra Tech September 29, 2021);
- *Phase I Environmental Site Assessment, Rio Del Valle Middle School Expansion Project 2600 North Rose Avenue Oxnard, California 93036* (Tetra Tech September 23, 2021) (Reference a); and
- *Phase II Environmental Site Assessment, Rio Del Valle Middle School Expansion Project 2600 North Rose Avenue Oxnard, California 93036* (Tetra Tech September 24, 2021) (Reference b).

In addition, the *Initial Study Rio Del Valle Middle School Existing Campus Expansion Master Plan, County of Ventura, California* (IS) (Reference c) was completed and submitted to the City of Oxnard for review on November 11, 2021.

The SSI will be completed to further assess the nature and extent of total petroleum hydrocarbons (TPH) in soil at concentrations above Screening Levels that were identified in soil samples collected for the Phase II ESA of the 11.1-acre portion of the Site located at 2600 North Rose avenue on APN 144-0-110-590 (Reference b). The SSI will be performed under regulatory oversight from the California Environmental Protection Agency EPA (Cal/EPA) Department of Toxic Substances Control (DTSC). The Preliminary Geotechnical Assessment will be performed to further evaluate geotechnical issues identified in the IS (Reference c) that would be discussed further in the EIR.

No additional environmental special studies are being performed for the northern parcel on APN 144-0-110-022 because it will remain in organic berry production and no development is planned for this parcel at this time.



SCOPE OF WORK

At the request of the RSD, Tetra Tech consulted with DTSC on October 13, 2021 on the path forward to obtain environmental closure for the RSD RDV Middle School Expansion Project on the 11.1 acre south parcel on APN 144-0-110-590. It was agreed that the Phase I ESA (Reference a) and Phase II ESA (Reference b) for the 11.1-acre portion of the Site at 2600 North Rose Avenue on APN 144-0-110-590 be submitted to the DTSC for review as a Preliminary Environmental Site Assessment (PEA) equivalent. A SSI would be performed to assess the extent of the TPH in soil at concentrations above Screening Levels that were identified in soil samples collected for the Phase II ESA (Reference b).

Task 1: Project Management/Environmental Oversight Agreement Application

Project management includes time for scheduling and coordinating the DTSC scoping meeting and SSI field assessment; consultation with DTSC, RSD, and Sage, procuring subcontractors, and contract/subcontract administration.

Tetra Tech will prepare and submit the DTSC Environmental Oversight Agreement (EOA) Program application for this project on behalf of the RSD and submit it to Sage and RSD for review and submittal to the DTSC. DTSC will review the EOA Program application and prepare an EOA between the DTSC and RSD including an estimate for DTSC charges to oversee the SSI project.

Task 2: SSI Scoping Meeting/SSI Technical Memorandum Preparation

A SSI scoping meeting will be scheduled with DTSC to review the PEA Equivalent and discuss the proposed field assessment program for the SSI. It is assumed that the SSI scoping meeting will be held via a telephone conference call.

Tetra Tech will prepare the SSI Technical Memorandum for the Site based on the scoping meeting with DTSC. The Technical Memorandum will be submitted to DTSC for review and approval prior to commencing SSI field activities.

The Technical Memorandum will provide a summary of the Site background information; a field sampling plan that provides the framework for SSI field activities; a description of the field sampling techniques and procedures to be used; site location and site plan maps detailing the proposed sampling locations. A schedule will be included in the Technical Memorandum showing the SSI activities for the Site and their projected duration.

Task 3: SSI Field Assessment

Rationale

Tetra Tech will implement the field sampling in accordance with the following DTSC guidance documents:

- *Preliminary Endangerment Guidance Manual* (DTSC January 1994, Revised October 2015) (PEA Guidance Manual); and
- *Interim Guidance for Sampling Agricultural Properties (Third Revision)* (DTSC 2008) (Agricultural Fields Guidance).

It is assumed that sampling will follow DTSC guidance for school site evaluations.

Based on review of the Phase II ESA (Reference b), surface soil sample results from the Site indicate that surface soils are impacted by total purgeable petroleum hydrocarbons (TPPH) or gasoline range TPH, diesel range fuel total petroleum hydrocarbons (TPHd), and hydraulic oil/motor oil total petroleum hydrocarbons (TPHh/m) generated by releases from the junk vehicles previously stored at the



Site and fuel storage above ground storage tanks (ASTs) formerly used to fuel farm machinery. TPPH, TPHd, and TPHh/m were detected at concentrations that exceeded their relevant screening levels in surface soil samples collected at seven locations at the Site (sample locations SS-10, SS-23, SS-24, SS-25, SS-26, SS-28, and SS-29). Additional soil sampling will be performed to define the extent of the TPPH, TPHd, and TPHh/m in soil at these seven locations where they were detected at concentrations exceeding their relevant screening levels.

Site Health and Safety

A Site-Specific Health and Safety Plan (SSHSP) will be prepared for the SSI. The SSHSP is required by law to perform work at sites where workers may be exposed to hazardous waste and/or materials. Tetra Tech will prepare a SSHSP in accordance with Code of Federal Regulations (CFR) Section 1910.120, California Administrative Code (CAC), Title 8, and the Tetra Tech Corporate *Health and Safety Manual* (Tetra Tech 2011). The SSHSP will include a Site location map and a map showing the most direct route to the nearest emergency care center, the identity of the Site Health and Safety Officer, lists of the chemicals, materials, equipment, and physical conditions that pose a threat or hazard, and the level of protection that will provide for proper worker safety. Proof of valid and current OSHA training certifications will be required for all Site workers. The SSHSP will also describe procedures and practices to be followed during field activities, including safety monitoring and field decontamination. All fieldwork will be performed in accordance with the SSHSP.

Soil Sampling Program

The soil sample analysis schedule is presented in Table 1. Tetra Tech proposes to collect soil samples as follows:

- Seven primary subsurface soil samples from 2.0 to 2.5 feet below ground surface (bgs) at sample locations SS-10, SS-23, SS-24, SS-25, SS-26, SS-28, and SS-29 (seven samples), and one duplicate soil sample;
- Four primary step out surface soil samples from 0.0 to 0.5 feet bgs at 15 feet away to the north, south, east, and west, from sample locations SS-10, SS-23, SS-24, SS-25, SS-26, SS-28, and SS-29 (28 samples) and three duplicate soil samples; and
- Four secondary step out subsurface soil samples from 2.0 to 2.5 feet bgs at 15 feet away to the north, south, east, and west, from sample locations SS-10, SS-23, SS-24, SS-25, SS-26, SS-28, and SS-29 (28 samples) and three duplicate soil samples.

Seventy soil samples total will be collected.

Table 1
SSI Sample Analysis Schedule

Target Compounds/Analytical Method	Sample Analysis Breakdown	Total Samples
Total Petroleum Hydrocarbons Fuel Fingerprint by EPA Method SW8015B/FFP	35 discrete and 4 duplicate primary soil samples	39
Total Petroleum Hydrocarbons Fuel Fingerprint by EPA Method SW8015B/FFP	28 discrete and 3 duplicate secondary soil samples	31

Soil Sample Analyses

The soil sample analyses will be performed by Pace Analytical Environmental Sciences (Pace), a California State Certified laboratory. All 39 of the primary soil samples will be analyzed. If TPPH, TPHd, and TPHh/m are detected at a concentration that exceeds their screening level in a primary soil sample, its corresponding secondary soil sample will also be analyzed. All the soil samples will be



analyzed by EPA 8015B/FFP for the same carbon ranges of TPH defined for TPPH, TPHd, and TPHh/m.

Task 4: SSI Report.

Tetra Tech will prepare and submit a SSI Report to DTSC. This report will be prepared in letter format. The SSI report will provide background information about the Site, a description of field assessment activities including any modifications from the SSI Technical Memorandum sampling plan, tabulated analytical data, maps showing sample locations, a comparison of Site data to the EPA Regional Screening Levels (RSLs) with modifications as discussed in the DTSC Human and Ecological Risk Office’s (HERO’s) *Human Health Risk Assessment (HHRA) Note 37* (HHRA Note 37), and conclusions and recommendations for a housekeeping removal action, imposing a land use covenant (LUC) for areas of soil that impacted by TPH, or no further action (NFA) as warranted.

A Draft and Final SSI Report will be prepared for this project. The Draft and Final SSI Reports will be submitted to the RSD and Sage for review prior to submittal to DTSC. In accordance with California Education Code (CEC) Section 17213.1(a)(6)(A), the Draft SSI Report will be submitted to DTSC for review and approval concurrently with the required 30 day public review and comment period. Comments received from DTSC and the public will be incorporated into the Final SSI Report as appropriate. The public review period will include public notification of the SSI in English and Spanish newspapers, and a public meeting to review any comments received by the RSD or DTSC on the SSI. The Final SSI report will be prepared following DTSC approval of the SSI.

SCHEDULE

Tetra Tech is available to begin work immediately upon receipt of the signed revised purchase order. The proposed project schedule is provided below. This schedule can be revised based on input from RSD and Sage.

Project Schedule

Task	Description	Duration
SSI		
Task 1	Project Management/EOA Application	14 working days.
Task 2	SSI Scoping Meeting/Tech Memo	20 working days following completion of Task 1.
Task 3	SSI Field Assessment	3 working days following approval of the Tech Memo by DTSC.
Task 4	SSI Report Preparation	10 weeks following completion of the SSI Field Assessment (Task 3).

STAFF

Mr. James Steele will serve as the project manager for this project. Mr. Steele is a California Professional Geologist, (No. 5963), Certified Engineering Geologist (No. EG 1906), and California Certified Hydrogeologist (No. HG 247) with over 33 years of experience performing projects for engineering geology, geotechnical engineering, hydrogeologic studies, landfill closure/post-closure monitoring, Phase I ESAs, Phase II ESAs, PEAs, and environmental remediation. He has extensive managerial and technical experience providing these services for K-12 schools throughout California.

Mr. Randy Westhaus is the Program Manager for Tetra Tech’s School Services Program and will provide technical and management oversight for this project. Mr. Westhaus is a Registered Mechanical



Engineer in California (California Certificate No. 25171) with over 42 years' experience in the environmental field. He has extensive managerial and technical experience performing Phase I and II ESAs, PEAs, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in the Oxnard area.

PRICE

Our price estimate to complete Tasks 1 through 4 on a time and material not to exceed basis as shown in Table 2 is \$36,326. This modification will increase the cost ceiling on our existing Purchase Order No. P21-02442 dated June 8, 2021 from \$17,104 to \$53,430. Our price estimate is based on an assumed level of effort that may vary depending on the ease of Site access and field conditions. Table 3 contains a summary of our time and materials labor rates. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis.

ASSUMPTIONS

Several assumptions have been made in developing this modification proposal and price that if not valid, will constitute a change in the scope of work, requiring an adjustment in project cost. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are:

- The available site data are accurate and do not require excessive verification.
- There are no wetlands or other sensitive habitats located within the proposed Site.
- This cost estimate is based on our understanding of the current regulatory framework for the Site. Should regulations change or if additional regulatory requirements are imposed, the project work scope and costs may need to be modified.
- The Site property will be readily accessible to Tetra Tech personnel for SSI field activities.
- Field work will be performed during normal working hours, i.e., 7am to 5pm and there are no working hours restrictions.
- The project is not governed by California's Prevailing Wage laws.
- Tetra Tech will not be responsible for utilities encountered during drilling that have not been marked out by Underground Service Alert (USA), shown on provided plans, or physically indicated in the field by RSD.
- A boring permit will not be required for the hand auger borings during the SSI.
- Soil samples will be analyzed by Pace for the target compounds listed in Table 1 for the SSI.
- Thirty five (35) discrete and four duplicate primary soil samples (39 soil samples total) will be collected and analyzed by EPA 8015B/FFP.
- Up to 28 discrete and three duplicate secondary soil samples (31 soil samples total) will be collected and analyzed by EPA 8015B/FFP.
- Inclement weather could delay the project field work.
- Following receipt of comments from RSD and Sage on the draft SSI report, Tetra Tech will submit the draft SSI report to the DTSC for review. The final SSI report will be issued following approval of the Draft SSI report by the DTSC. Three hard copies and one electronic copy in PDF format on disk will be submitted to the RSD.



CONTRACTURAL TERMS AND CONDITIONS

We propose to perform these services in accordance with revised purchase order P21-02442 dated June 8, 2021 between the RSD and Tetra Tech and the agreed-on scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging the RSD's acceptance of this modification proposal.

Tetra Tech appreciates this opportunity to work with the RSD. Please contact Mr. Westhaus at (805) 455-0603 or Mr. Steele at (805) 681-6302 if you have any questions regarding our modification proposal.

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.
Director
randy.westhaus@tetrattech.com

A handwritten signature in black ink that reads 'James R. Steele'.

James R. Steele
Associate Director
California Professional Geologist No. 5963
California Certified Engineering Geologist No. 1906
California Certified Hydrogeologist No. 247
jim.steele@tetrattech.com

cc: James Elliot (Tetra Tech)
Linabelle Natividad (Tetra Tech)
Dr. Joel Kirschenstein, (Sage)

Attachments: Table 2 – Tetra Tech Price Estimate
Table 3 – Tetra Tech Time and Materials Rates

**Table 2
Price Estimate
Rio School District
Rio Del Valle Middle School Campus Expansion Project EIR
Supplemental Site Assessment
December 28, 2021**

Category	Rate	Task 1 Project Management/EOA Application		Task 2 SSI Scoping Meeting/Tech Memo		Task 3 SSI Field Assessment		Task 4 SSI Report Preparation		Total Hours	Total Amount
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
Director/Principal Geotech. Engineer	\$250.00	4	\$1,000	4	\$1,000	2	\$500	4	\$1,000	14	\$3,500
Professional Geologist/Associate Director	\$199.00	16	\$3,184	16	\$3,184	8	\$1,592	10	\$1,990	50	\$9,950
Project Control	\$95.00	6	\$570	-	\$-	-	\$-	-	\$-	6	\$570
Principal-Level Engineer/Scientist	\$175.00	-	\$-	-	\$-	-	\$-	20	\$3,500	20	\$3,500
Associate-Level Engineer/Scientist	\$99.00	-	\$-	2	\$198	20	\$1,980	30	\$2,970	52	\$5,148
Senior-Level Environmental Technician	\$148.00	-	\$-	-	\$-	16	\$2,368	16	\$2,368	32	\$4,736
Junior Level TSS	\$72.00	-	\$-	-	\$-	-	\$-	40	\$2,880	40	\$2,880
Contract Management	\$194.00	2	\$388	-	\$-	-	\$-	-	\$-	2	\$388
GIS Graphics/CADD	\$115.00	-	\$-	4	\$460	-	\$-	6	\$690	10	\$1,150
Junior-Level Word Processing/Publications	\$87.00	-	\$-	2	\$174	-	\$-	2	\$174	4	\$348
TOTAL LABOR		28	\$5,142	28	\$5,016	46	\$6,440	128	\$15,572	230	\$32,170
OTHER DIRECT COSTS		Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount
Field Meters and Equipment	\$150.00	-	\$-	-	\$-	1	\$150	-	\$-	1	\$150
PPE	\$12.00	-	\$-	-	\$-	2	\$24	-	\$-	2	\$24
Mileage	\$0.56	-	\$-	-	\$-	400	\$224	100	\$56	500	\$280
Subtotal ODCs			\$-		\$-		\$398		\$56	503	\$454
G&A Cost on ODCs at 12.41%			\$-		\$-		\$49		\$7		\$113
Markup on ODCs at 10%			\$-		\$-		\$45		\$6		\$102
TOTAL ODCs			\$-		\$-		\$492		\$69		\$561
SUBCONTRACTORS			Amount		Amount		Amount		Amount		Amount
Laboratory (Pace Analytical)			\$-		\$-		\$3,268		\$-		\$3,268
Subtotal on Subcontractors			\$-		\$-		\$3,268		\$-		\$3,268
Mark up on Subcontractors at 10%			\$-		\$-		\$327		\$-		\$327
TOTAL SUBCONTRACTORS			\$-		\$-		\$3,594		\$-		\$3,594
TOTAL ESTIMATED AMOUNT			\$5,142		\$5,016		\$10,526		\$15,641		\$36,326

Table 3
Tetra Tech Time and Materials Rates
Rio School District
Rio Del Valle Middle School Campus Expansion Project EIR
Supplemental Site Assessment
December 28, 2021

Labor Category	Hourly Billing Rate
Vice President	\$258.00
Director/Principal Geotech. Engineer	\$250.00
Principal Biologist	\$213.00
Professional Geologist/Associate Director	\$199.00
Principal-Level CEQA Specialist	\$192.00
Project Engineer	\$170.00
Senior-Level CEQA Specialist	\$152.00
Mid-Level CEQA Specialist	\$113.00
Mid-Level Biologist	\$110.00
Junior-Level CEQA Specialist	\$94.00
Senior Field Geologist/Engineer	\$140.00
Mid-Level Geologist/Project Manager	\$105.00
Project Control	\$95.00
Public Outreach Specialist	\$137.00
Principal-Level Engineer/Scientist	\$175.00
Staff Engineer/Geologist	\$130.00
Mid-Level Engineer/Scientist	\$116.00
Junior-Level Engineer/Scientist	\$102.00
Associate-Level Engineer/Scientist	\$99.00
Senior-Level Environmental Technician	\$148.00
Field Geologist/Engineer	\$120.00
Junior-Level Environmental Technician	\$100.00
Junior Level TSS	\$72.00
Contract Management	\$194.00
Clerical Mid-Level	\$103.00
Administration	\$96.00
GIS Graphics/CADD	\$115.00
Junior-Level Word Processing/Publications	\$87.00

Notes:

- Rates Effective through September 30, 2022
- Rates apply to normal working hours.
- Subcontractors will be billed at cost plus 10% profit
- Rates for field equipment are quoted upon request.
- Rates for field equipment are quoted upon request.

9.2



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval of Leaseback/Sublease Agreement with City of Oxnard for Turnout Park Circle
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1.00
Budgeted	Yes
Recommended Action	Staff recommends the Board approve the proposed leaseback/sublease agreement with the City of Oxnard for Turnout Park Circle, subject to City of Oxnard staff approval, those modifications as may be agreed upon by the Superintendent that do not involved an additional financial impact.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services and Dr. Joel Kirschenstein, Consultant

Rationale:

The District currently owns certain real property located on Turnout Park Circle in the City of Oxnard identified as Ventura County Assessor Parcel No. 132-0-120-245 and -255 ("Property"). The District has leased that property to the City of Oxnard for \$1 per year for a term of 55 years, with the option of an additional 20 year extension, for the purpose of storing maintenance equipment, materials, and other items used by the City in connection with its maintenance of its parks and other improvements.

Currently, the City is not putting the Property to significant use currently. Accordingly, the District is seeking on a temporary basis, for up to one year, to leaseback the Property for purposes of parking its buses pending the District's identification and approval of a permanent or long-term interim site. The District is in discussions with City staff to potential assist in the removal or demolition of the existing relocatable building on the site, and placing two buildings potentially available from a neighboring school district on the site. Such buildings would be used by the District during the temporary sublease and by the City for the duration of its remaining lease, but would ultimately be owned by the District. Any agreement for such arrangement, however, would be brought back to the Board for future consideration.

The proposed agreement remains subject to continued negotiations with the City of Oxnard. Project cost will may include the relocation of two free modulares from the Oxnard High School District, relocatable restrooms, and security.

**SHORT TERM SHARED-USE SUBLEASE AMENDMENT
TO GROUND LEASE BETWEEN THE CITY OF OXNARD
AND RIO SCHOOL DISTRICT**

THIS SHARED-USE LEASEBACK AGREEMENT ("Leaseback Agreement") is made and entered into as of _____, 2022, by and between the RIO SCHOOL DISTRICT, a California public school district ("District"), and the CITY OF OXNARD, a municipal corporation ("City"). The District and City may be referred to herein individually as "Party," or collectively as "Parties."

RECITALS

WHEREAS, the District owns certain real property identified as Ventura County Assessor Parcel Nos. 132-0-120-245 and 132-0-120-255 located on Turnout Park Circle in Oxnard, California ("District Property"); and

WHEREAS, in or around August 2013, the District and City entered into a 55-year ground lease ("Base Lease"), with an option for one 20 year extension, for the City's use of the District Property for purposes of constructing improvements and using the property to storage maintenance equipment, materials, and other items used by the City in the maintenance of its parks and other improvements;

WHEREAS, the District desires, and the City is agreeable, to lease back a portion of the District Property ("District Leaseback") for a period of up to one year for the interim use for bus parking while the District evaluates and coordinates with City staff relative to a permanent location for such parking elsewhere;

WHEREAS, the District and City anticipate coordinating the removal and/or demolition of an existing portable building used by the City on the District Property, and the import of two portable buildings that will be owned by the District, used by the District during the term of this Leaseback Agreement, and thereafter available to the City for the duration of the Base Lease under terms and conditions that will be agreed upon by the District and City either in an amendment to this Leaseback Agreement or separate agreement between the Parties, with final shared costs to be determined.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

Section 1. Lease Back / Sublease. The City hereby agrees to lease back (or sublease) to the District that portion of the District Property depicted in Exhibit A attached hereto, which shall be incorporated herein by this reference ("District Leaseback Area"). Such District Leaseback shall not exceed one-year unless mutually extended by the

Parties, and shall be exclusively for the purpose of parking buses and other transportation vehicles and housing related equipment and staff. The Parties shall reasonable cooperate to ensure that the District Leaseback does not interfere with the City's lease of the remainder of the District Property, and accordingly, the City shall have a reasonable right of ingress and egress across the District Leaseback Area. Nothing in this provision shall prohibit the District from erecting and using security gates and/or fencing to protect its buses, provided the District provides the City with a means of access through the same.

Section 2. Rent. In consideration for this Leaseback Agreement, during the term of this Leaseback the rent otherwise due to the District from the City shall be suspended, and the District shall pay the City an amount of one dollar (\$1) per year for the term of this Leaseback Agreement.

Section 3. Applicability of Ground Lease Terms. For purposes of this Leaseback and as to the District Leaseback Area, all of the terms, commitments, and obligations otherwise assigned to the City in the Base Lease shall be applicable to the District, including any indemnification, hold harmless, defense, insurance, and repair and maintenance obligations. With respect to the indemnification obligations, such obligations shall apply to the District as to the City, and shall survive the expiration or termination of this Leaseback Agreement as related to activities of the District during the term of the District Leaseback. The District shall be required to name the City an additional insured in the applicable insurance policies.

Section 4. Return of Property. The District shall return the District Leaseback Area to the City at the end of the term of this Leaseback Agreement in the same condition, except that in the event the District paves the District Leaseback Area, or any portion thereof, the City may elect in writing for the District to leave such payment in place to facility the City's use of the remainder of the Base Lease.

Section 5. Base Lease. Except to the extent that the Base Lease has been expressly modified by this Leaseback Agreement, the Base Lease shall remain in full force and effect, without modification or impairment. The provisions of this Leaseback Agreement 2 shall control over any conflicting provisions of the Base Lease as to the District Leaseback Area for the duration of this Leaseback Agreement. Nothing in this Leaseback Agreement shall impact the use of the District Property outside of the District Leaseback Area.

IN WITNESS THEREOF, this Leaseback Agreement has been executed by the Parties as of the date first written above, which for all purposes shall be considered to be the date of this Leaseback Agreement.

CITY OF OXNARD

RIO ELEMENTARY SCHOOL DISTRICT

Mr. Alex Nguyen, City Manager

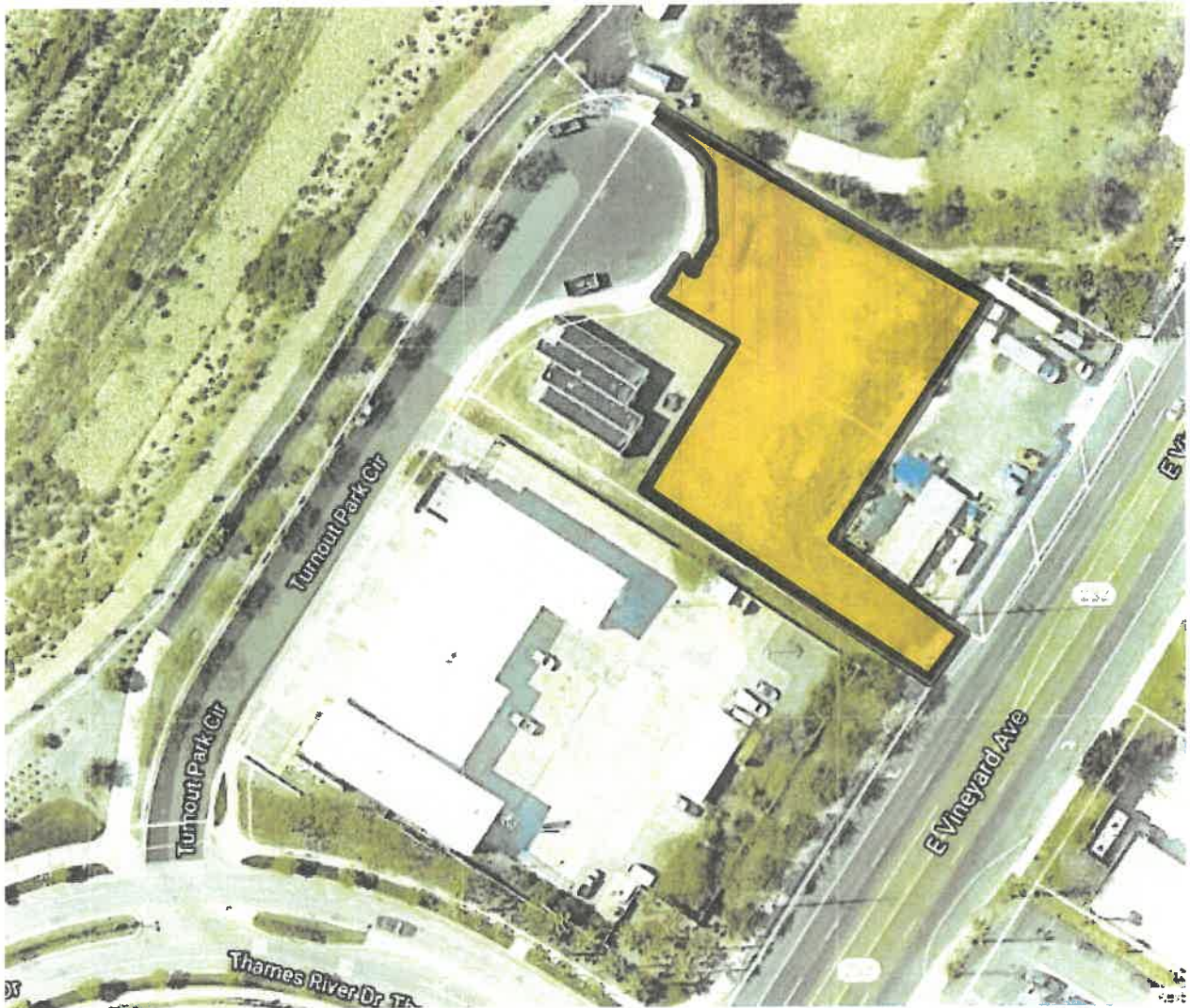
Dr. John Puglisi, Superintendent

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EXHIBIT A

DISTRICT LEASEBACK AREA

(Area of Leaseback to Be Identified for Final Exhibit)



9.3



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval to Bid Rio del Sol Playground Equipment and Authorize the Superintendent to Award Bids
Access	Public
Type	Action
Budgeted	Yes
Budget Source	CFD funds
Recommended Action	It is recommended that the Board Approve the District to go out to Bid for the Rio del Sol Playground Equipment and Authorize the Superintendent to Award Bid.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services, Veronica Rauschenberger, Director of School and Systems Improvement, and Dr. Ryan Emery, Principal, Rio del Sol School

Rationale:

Rio Del Sol currently does not have a playground on campus. Rio Del Sol formed a committee, consisting of parents, staff, and site administration, who met in November 2021 to look over concept ideas from local vendors. A presentation of design concepts was shared and discussed at the November 10, 2021 meeting. The general consensus is that the Rio del Sol community prefers concept 1 with concept 2 being a secondary option. Both concepts are attached.

Consensus:

The committee liked both proposals but there was a clear preference to the design of concept 1 (attached). The team discussed and liked the layout, structure, and design and felt that it was 'kid friendly' and brought in the natural element of Rio del Sol.

The approximate cost for Concept 1 is \$315,000 plus soft costs, and the approximate cost for Concept 2 is \$220,000 plus soft costs.

[9.4 Attachment.pdf \(875 KB\)](#)

Administrative Content

Executive Content

Concept 1:



Concept 2:



10.2



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Annual Organization Meeting of December 15, 2021.
Access	Public
Type	Minutes
Minutes	View Minutes for Dec 15, 2021 - RSD Annual Organization Board Meeting

Public Content

Speaker: John Puglisi, Ph.D, Superintendent

Rationale:

It is recommended to approve the minutes of the Annual Organizational Meeting of December 15, 2021.

[MinAnnOrg12152021.pdf \(64 KB\)](#)

Administrative Content

Executive Content



Rio School District
Minutes
Annual Organization Meeting
December 15, 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 announced that Trustee Torres will be running the meeting.

Trustee Torres called the meeting to order at 5:01 p.m.

1.2 Pledge of Allegiance

Trustee Torres led the Pledge of Alligiance.

1.3 Roll Call

Trustee Anderson called the roll, President Bautista and Trustees Torres, Armas and Anderson were present. Trustee Martinez-Cortes arrived at 5:10 p.m.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Torres pulled item 11.5 Approval of the Contract Renewal with Lawrence Interactive Media FY 2021/2022 for discussion.

2.2 Approval of the Agenda

Staff recommends approval as amended.

Motion by Kristine Anderson, second by Eleanor Torres.

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

Public comments were heard from Adam Erickson and Mary Walzer.

Trustee Torres adjourned the meeting into closed session at 5:16 p.m.

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's 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

Trustee Torres reconvened the meeting into open session at 7:12 p.m.

Trustee Torres announced they will return to closed session at the end of the regular meeting.

Trustee Torres announced the following action took place during closed session:

The Board met in Closed Session relative to Item 4.1, real property negotiations relative to property at 2600 N. Rose Avenue Property.

As part of that discussion, the Board, by unanimous roll-call vote of all of its members, approved an Addendum to Purchase-Sale Agreement for a portion of the property, subject certain directed modifications that may be agreed to by the Superintendent with concurrence of legal counsel. The amendment establishes the price for the final acreage of 11.31-acres, modifies the terms of payment for the purchase price, and extends the due diligence period for the District's review of such acquisition. Copies of the Addendum will be made available on request once executed by all Parties.

As part of that discussion, the Board, by unanimous roll-call vote of all of its members, approved an Addendum to Purchase-Sale Agreement for a portion of the property, subject certain directed modifications that may be agreed to by the Superintendent with concurrence of legal counsel. The amendment establishes the price for the final acreage of 11.31-acres, modifies the terms of payment for the purchase price, and extends the due diligence period

for the District's review of such acquisition. Copies of the Addendum will be made available on request once executed by all Parties.

6. Annual Organization

6.1 Election of Board President

Trustee Torres nominated Trustee Anderson to serve as President of the Governing Board for 2022.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

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

6.2 Election of Clerk of the Board

Trustee Torres nominated Trustee Edith Martinez-Cortes to serve as Clerk of the Governing Board for 2022.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

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

6.3 Certification of Signatures

Staff recommends the approval of the Certification of Signatures

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

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

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

Trustee Torres nominated Trustee Linda Armas to serve as the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization and District Subcommittees.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

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

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

Staff recommends approval of the Board Calendar of Regular Board Meeting for 2022.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

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

7. Recognitions

7.1 Board Member Recognitions

Superintendent Puglisi recognized Trustee Bautista for her service as President of the Board for 2021. Trustee Bautista will receive the gavel that she used during her tenure.

Trustee Torres also commented and recognized Trustee Bautista.

8. Communications

8.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the Board.

8.2 Board Member Reports

Board member reports were heard from Trustee Torres and Armas.

8.3 Organizational Reports-RTA/CSEA/Other

Organization reports were heard from Rosie Rosales, CSEA Representative, who introduced Elena Ramirez who will serve as the new CSEA President.

Marisela Valdez, RTA President, also provided a report.

8.4 Superintendent Report

Superintendent Puglisi provided a brief update on Trimester One.

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.

There were no public comments.

9. Information

9.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, introduced Joel Kirschenstein who provided a report on the relocation of the district vehicles. Dr. Kirschenstein provided several options for a temporary plan.

Dr. Kirschenstein also provided information regarding a school site boundary plan. Many new developments are in the works and the district is working on distribution of new students.

9.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, provided an update:

GATE Project Update

EL Student Achievement Data Report

Site Plan Completion Timeline

LCAP Supplemental Update

9.3 Human Resources Updates

Rebecca Rocha, Director of Human Resources, provided an update COVID numbers for the district and an attendance summary.

9.4 Annual Developer Fee Report for Fiscal Year 2020/2021

Wael Saleh, Assistant Superintendent of Business Services, presented the updated 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

Staff recommends approval of Resolution 2122/09 Initiate the Process Establishing Trustee Areas and Election By Trustee Areas

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

No: Cassandra Bautista

10.2 Discussion of COVID 19 Related Employee Protocols

Discussion and clarification regarding the current employee protocols were discussed amongst the board members.

10.3 Approval of the First Interim Budget for 2021-2022

Wael Saleh, Assistant Superintendent of Business Services, presented the First Interim Budget.

Approve the First Interim Budget for 2021/2022

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

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

11. Consent

11.1 Approval of the Consent Agenda

Staff recommends approval, as amended.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

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

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

Staff recommends approval of the Contract Renewal with Lawrence Media FY 2021/2022

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

Final Resolution: Motion Carries

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

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

1.11 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:

The next regularly scheduled meeting will take place on January 19, 2022

12.2 Future Items for Discussion

Any future items for discussion will be sent to the Superintendent.

13. Adjournment

13.1 Adjournment

President Anderson adjourned the meeting back into closed session at 9:30 p.m.

President Anderson reconvened the meeting at 10:31 p.m.

President Anderson reported on a vote of 4-1, President Anderson, and Trustee Martinez-Cortes, Torres and Armas vote yes, Trustee Bautista voted no, to appoint Ms. Natalie Spevak as Principal of Rio del Valle Middle School.

President Anderson adjourned the meeting at 10:31 p.m.

Approved on this 19th day of January, 2022.

John Puglisi, Ph.D., Secretary

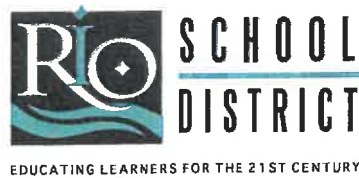
Date

Edith Martinez-Cortes, Clerk of the Board

Date

10.3





Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of the January Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Jan 19, 2022
Absolute Date	Jan 19, 2022
Fiscal Impact	No
Recommended Action	District staff recommend approval of the January Personnel Report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Staff recommends approval.

[PERS Report - January 19 , 2022.docx \(17 KB\)](#)

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
January 19, 2022

Certificated Personnel Report

Certificated Resignation:

Ciriani, Evangelina, School Psychologist, (1.0) FTE, Rio Vista (0.50) District Preschools (0.50), effective 12/10/2021

Certificated Ratification of Employment:

Reves, Echo, TOSA, (1.0) FTE, District Office, effective 12/17/2021
Ferrer, Patricia, Dual Immerion Teacher, (1.0) FTE, Rio Real, effective 1/03/2022
Young, Kelsey, Teacher, (1.0) FTE, Rio del Sol, effective 01/10/2022
Muller, Francisco, Teacher, (1.0) FTE, Rio del Mar, effective 01/03/2022
Friedman, Stephanie, School Counselor, (1.0) FTE, Rio Vista, effective 01/06/2022
Lamberson, Elizabeth, Teacher (0.50)FTE, Rio del Norte, effective 01/03/2022
Morris, Kisun, School Psychologist, (1.0) FTE, Rio Vista, effective 01/10/2022
Rivera, Cynthia, School Counselor, (1.0) FTE, Rio del Norte effective, 01/05/2022
Rivera, Eugenia, School Counselor, (1.0) FTE, Rio del Valle/Rio Real, effective 01/05/2022
Jester, Janelle, COSA, (1.0) FTE, District Office, effective 01/11/2022
Spevak, Natalie, Principal, (1.0) FTE, Rio del Valle, effective 01/03/2022

Certificated Leave of Absence:

Juarez, Sara, Teacher, (0.50) FTE, Rio del Norte, effective 01/03/2022

Classified Personnel Report

Return From Leave of Absence:

Anderson, Mutsuko, Food Service Manager,(8) hours, Rio del Valle, effective 1/07/2022
Raigoza, Savannah, Campus Supervision, (5.75) hours, Rio del Sol, effective 01/03/2022

Classified Leave of Absence:

Rivera, Maria. Data Analyst, (8) hours, District Office, effective 2/14/22 - 6/30/22

Classified Promotion:

Carcamo, Esther, from part-time Bus Driver, (5.05) hours, MOT to Bus Driver/Custodian, (8) hours, MOT effective 12/13/21
Alfaro, Nora, from Clerk Typist II, (8) hours District Office to School Office Manager Elementary, (8) hours, Rio Plaza effective 1/18/2022

Classified Ratification of Employment:

Gutierrez, Mayra, Student & Family Support Specialist, (5.75) hours, Rio Del Sol, effective 12/8/21
Lopez, Judit, Food Service Worker I, (3) hours, Rio Real, effective 1/3/22
Rodriguez, Martha, Food Service Worker II, (5.5) hours, Rio Lindo, effective 1/3/22
Serratos, Eric, Bus Driver/Custodian, (8) hours, MOT effective 12/20/21
Torres, Erika, Student & Family Support Specialist, (5) hours, Rio Plaza, effective 12/20/21
Echele, Alise, Nutrition & Farm to School Coordinator, (8) hours, District Office, effective 12/13/2021

Classified Resignation:

Ramos, Jillian, Clerk Typist II, (8) hours, District Office, effective 01/05/2022
Arellano, Leticia, Speech & Language Pathology Assistant, (5.75) hours, District Office, effective 01/18/2022

10.4



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Ratification of the Commercial Warrant for December 03, 2021 through January 6, 2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,841,026.26
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 December 3, 2021 through January 6, 2022.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,841,026.26 which includes processing payments for all funds of the District in the following amounts for the period December 3, 2021 through January 6, 2022.

Fund 010	General Fund	\$2,478,157.49
Fund 130	Cafeteria Fund	\$174,102.52
Fund 212	Building Fund Measure L	\$1,112,623.82
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$52,380.00
Fund 252	CAPITAL FACILITIES COMMERCIAL	\$14,782.50
Fund 490	Capital Projects Fund for Blen	<u>\$9,350.00</u>
Total		\$3,841,396.33
	Less Unpaid Tax Liability	<u>-\$370.07-</u>
Total:		\$3,841,026.26

[Monthly Board Report of Checks 12-03-21 to 01-06-22.pdf \(131 KB\)](#)

Administrative Content

Checks Dated 12/03/2021 through 01/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043059	12/03/2021	THE BOOKWORM	010-4200	3,631.36	
5009043130	12/06/2021	PERMA BOUND	010-4200	3,901.30	
5009043147	12/09/2021	ASCD	010-4200	465.90	
5009043166	12/09/2021	U.S. Bank Corporate Payment Systems	010-4200	1,304.73	
5009043174	12/14/2021	AMAZON CAPITAL SERVICES	010-4200	137.37	
5009043190	12/14/2021	Diverse Education	010-4200	107.83	
5009043208	12/14/2021	Heinemann Publishing	010-4200	3,696.32	
5009043233	12/14/2021	PERMA BOUND	010-4200	2,652.05	
5009043271	12/16/2021	The Math Learning Center	010-4200	668.44	
5009043274	12/16/2021	Open Up Resources	010-4200	6,533.15	
5009043275	12/16/2021	PERMA BOUND	010-4200	156.61	
5009043326	12/20/2021	AMAZON CAPITAL SERVICES	010-4200	945.02	
5009043338	12/22/2021	PERMA BOUND	010-4200	232.47	
5009043416	01/04/2022	AMAZON CAPITAL SERVICES	010-4200	76.44	
5009043431	01/04/2022	PERMA BOUND	010-4200	86.72	
5009043037	12/03/2021	Mosqueda, Margarita	010-4300	84.41	
5009043038	12/03/2021	Parks, Heather	010-4300	238.63	
5009043039	12/03/2021	Zaritsky, Deborah H	010-4300	29.12	
5009043040	12/03/2021	Gutierrez, Rosaizela M	010-4300	9.96	
5009043041	12/03/2021	Montoya, Vivian E	010-4300	168.68	
5009043046	12/03/2021	Gray, Ethan T	010-4300	27.59	
5009043049	12/03/2021	Betzel, Kayce N	010-4300	61.60	
5009043051	12/03/2021	ALL-PHASE ELECTRIC SUPPLY	010-4300	516.75	
5009043052	12/03/2021	AMAZON CAPITAL SERVICES	010-4300	1,775.38	
5009043057	12/03/2021	Barnes & Noble Inc.	010-4300	212.68	
5009043058	12/03/2021	BARON INDUSTRIES	010-4300	153.45	
5009043062	12/03/2021	CCP Industries Inc.	010-4300	260.87	
5009043070	12/03/2021	FERGUSON ENTERPRISES # 1350	010-4300	449.73	
5009043073	12/03/2021	HANGSAFE HOOKS	010-4300	569.95	
5009043076	12/03/2021	LAKESHORE	010-4300	468.68	
5009043081	12/03/2021	O'Reilly Auto Parts	010-4300	244.31	
5009043082	12/03/2021	OFFICE DEPOT	010-4300	921.23	
5009043084	12/03/2021	PARADISE CHEVROLET	010-4300	205.13	
5009043085	12/03/2021	PARKHOUSE TIRE, INC.	010-4300	582.87	
5009043087	12/03/2021	SCHOOL NURSE SUPPLY, INC.	010-4300	494.74	
5009043089	12/03/2021	Skechers USA Inc.	010-4300	68.34	
5009043090	12/03/2021	Southwest School & Office Supply	010-4300	3,128.72	
5009043091	12/03/2021	Spark Fun Electronics	010-4300	38.12	
5009043094	12/03/2021	Traffic Technologies, LLC	010-4300	201.57	
5009043095	12/03/2021	ULINE	010-4300	.14	
5009043100	12/03/2021	Ventura County Office of Education Business	010-4300	884.93	
5009043108	12/06/2021	Bus West	010-4300	157.35	
5009043110	12/06/2021	SCHOOL SPECIALTY, LLC	010-4300	706.59	
5009043114	12/06/2021	Explore Learning	010-4300	3,295.00	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043115	12/06/2021	FERGUSON FACILITIES SUPPLY	010-4300	2,421.85	
5009043116	12/06/2021	FLINN SCIENTIFIC, INC.	010-4300	698.28	
5009043120	12/06/2021	House Sanitary Supply	010-4300	3,537.42	
5009043121	12/06/2021	JONES SCHOOL SUPPLY CO., INC.	010-4300	188.17	
5009043122	12/06/2021	JW Pepper & Son, Inc.	010-4300	1,555.02	
5009043125	12/06/2021	LAKESHORE	010-4300	32.76	
5009043126	12/06/2021	Lawson Products	010-4300	1,046.48	
5009043127	12/06/2021	ERIN MOONEY	010-4300	476.14	
5009043128	12/06/2021	OFFICE DEPOT	010-4300	2,166.22	
5009043130	12/06/2021	PERMA BOUND	010-4300	1,955.15	
5009043133	12/06/2021	Lupe Sandoval	010-4300	34.99	
5009043134	12/06/2021	SC FUELS	010-4300	927.60	
5009043137	12/06/2021	Southwest School & Office Supply	010-4300	311.56	
5009043139	12/06/2021	STARFALL EDU. FOUNDATION	010-4300	270.00	
5009043141	12/06/2021	TELCOM, INC	010-4300	409.69	
5009043145	12/09/2021	Plomteaux, Ronda J	010-4300	199.85	
5009043150	12/09/2021	Bertrands Music (Pedersens)	010-4300	165.38	
5009043158	12/09/2021	HOME DEPOT CREDIT SERVICES	010-4300	9,543.38	
5009043162	12/09/2021	SC FUELS	010-4300	1,103.85	
5009043166	12/09/2021	U.S. Bank Corporate Payment Systems	010-4300	16,609.11	
5009043174	12/14/2021	AMAZON CAPITAL SERVICES	010-4300	2,592.73	
5009043178	12/14/2021	BARON INDUSTRIES	010-4300	443.78	
5009043180	12/14/2021	CCP Industries Inc.	010-4300	62.77	
5009043181	12/14/2021	Center Glass Co	010-4300	670.00	
5009043189	12/14/2021	DELL MARKETING L.P. C/O DELL USA LP	010-4300	2,138.02	
5009043197	12/14/2021	Fence Factory	010-4300	516.59	
5009043198	12/14/2021	FERGUSON ENTERPRISES # 1350	010-4300	345.40	
5009043199	12/14/2021	Fisher Science Education	010-4300	144.72	
5009043202	12/14/2021	GIBBS INTERNATIONAL	010-4300	619.78	
5009043205	12/14/2021	GOPHER SPORTS	010-4300	2,305.54	
5009043206	12/14/2021	Grainger	010-4300	1,946.51	
5009043211	12/14/2021	Integrated Fire and Safety	010-4300	535.94	
5009043213	12/14/2021	Jostens	010-4300	13.44	
5009043215	12/14/2021	Kimball Midwest	010-4300	1,093.32	
5009043220	12/14/2021	Mark It Place	010-4300	954.53	
5009043221	12/14/2021	MONTGOMERY HARDWARE CO.	010-4300	316.87	
5009043223	12/14/2021	Nerds, Inc.	010-4300	519.63	
5009043224	12/14/2021	O'Reilly Auto Parts	010-4300	110.53	
5009043226	12/14/2021	OFFICE DEPOT	010-4300	2,379.63	
5009043227	12/14/2021	OTC BRANDS, INC.	010-4300	91.75	
5009043234	12/14/2021	PITSCO	010-4300	477.00	
5009043238	12/14/2021	SC FUELS	010-4300	2,284.68	
5009043246	12/14/2021	Traffic Technologies, LLC	010-4300	196.11	
5009043253	12/16/2021	Gutierrez, Rosaizela M	010-4300	87.79	

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5009043254	12/16/2021	Maria, Julie E	010-4300	50.01	
5009043258	12/16/2021	ALL-PHASE ELECTRIC SUPPLY	010-4300	320.34	
5009043259	12/16/2021	AMAZON CAPITAL SERVICES	010-4300	2,527.29	
5009043260	12/16/2021	C & M AUTO TRUCK ELECTRIC	010-4300	391.11	
5009043263	12/16/2021	Dude. be nice, LLC	010-4300	824.86	
5009043268	12/16/2021	Kajeet, Inc	010-4300	11,023.88	
5009043277	12/16/2021	SAFETY-KLEEN, INC.	010-4300	245.81	
5009043279	12/16/2021	Skechers USA Inc.	010-4300	287.99	
5009043281	12/16/2021	Southwest School & Office Supply	010-4300	192.61	
5009043282	12/16/2021	School Specialty, LLC	010-4300	512.89	
5009043286	12/16/2021	TOLEDO PHYSICAL EDUCATION SUPPLY CO INC	010-4300	447.02	
5009043290	12/17/2021	AMAZON CAPITAL SERVICES	010-4300	4,959.90	
5009043291	12/17/2021	Aswell Trophy	010-4300	68.77	
5009043292	12/17/2021	Bertrands Music (Pedersens)	010-4300	883.38	
5009043303	12/17/2021	Grainger	010-4300	105.56	
5009043304	12/17/2021	GUITAR CENTER STORES, Inc. DBA Musician's Friend	010-4300	2,618.72	
5009043308	12/17/2021	JOSHUA STEINER	010-4300	1,900.00	
5009043309	12/17/2021	Jostens	010-4300	1,017.92	
5009043311	12/17/2021	Lawson Products	010-4300	859.90	
5009043319	12/17/2021	Surfside Prints	010-4300	2,865.01	
5009043326	12/20/2021	AMAZON CAPITAL SERVICES	010-4300	320.96	
5009043328	12/20/2021	OFFICE DEPOT	010-4300	714.17	
5009043331	12/22/2021	AMAZON CAPITAL SERVICES	010-4300	29.68	
5009043333	12/22/2021	Fiberbuilt	010-4300	4,479.19	
5009043335	12/22/2021	HOME DEPOT CREDIT SERVICES	010-4300	160.01	
5009043336	12/22/2021	Imagine Learning, Inc.	010-4300	750.00	
5009043416	01/04/2022	AMAZON CAPITAL SERVICES	010-4300	3,361.92	
5009043417	01/04/2022	AUTO CITY GLASS	010-4300	244.81	
5009043420	01/04/2022	Container Alliance	010-4300	14,804.00	
5009043422	01/04/2022	FERGUSON FACILITIES SUPPLY	010-4300	286.29	
5009043423	01/04/2022	HOME DEPOT CREDIT SERVICES	010-4300	5,195.14	
5009043426	01/04/2022	MJP COMPUTERS	010-4300	20,976.00	
5009043429	01/04/2022	OFFICE DEPOT	010-4300	25.66	
5009043437	01/06/2022	AMAZON CAPITAL SERVICES	010-4300	5,095.70	
5009043438	01/06/2022	Apple Inc.	010-4300	3,557.19	
5009043439	01/06/2022	Aswell Trophy	010-4300	35.73	
5009043444	01/06/2022	Blick Art Materials	010-4300	2,486.94	
5009043446	01/06/2022	COGGS TIRE SERVICE	010-4300	680.87	
5009043455	01/06/2022	Jostens	010-4300	510.59	
5009043457	01/06/2022	LAKESHORE	010-4300	149.08	
5009043459	01/06/2022	Linde Gas & Equipment Inc.	010-4300	114.37	
5009043460	01/06/2022	OFFICE DEPOT	010-4300	10,312.97	
5009043463	01/06/2022	Sam's Club Direct	010-4300	244.86	
5009043072	12/03/2021	Grainger	010-4325	117.99	

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5009043090	12/03/2021	Southwest School & Office Supply	010-4325	1,398.76	
5009043131	12/06/2021	Pioneer Chemical Co	010-4325	63.10	
5009043210	12/14/2021	House Sanitary Supply	010-4325	2,200.11	
5009043266	12/16/2021	House Sanitary Supply	010-4325	36.33	
5009043306	12/17/2021	House Sanitary Supply	010-4325	385.74	
5009043335	12/22/2021	HOME DEPOT CREDIT SERVICES	010-4325	1.17	
5009043339	12/22/2021	Pioneer Chemical Co	010-4325	2,908.03	
5009043423	01/04/2022	HOME DEPOT CREDIT SERVICES	010-4325	.12	
5009043454	01/06/2022	House Sanitary Supply	010-4325	833.37	
5009043335	12/22/2021	HOME DEPOT CREDIT SERVICES	010-4335	8.15	
5009043423	01/04/2022	HOME DEPOT CREDIT SERVICES	010-4335	.80	
5009043068	12/03/2021	Ewing Irrigation Products Inc	010-4360	238.96	
5009043083	12/03/2021	Pacific Earth Resources DBA Pacific Sod	010-4360	392.54	
5009043101	12/03/2021	YAMA LAWMOWER REPAIR	010-4360	672.30	
5009043157	12/09/2021	Green Thumb Nursery	010-4360	469.75	
5009043158	12/09/2021	HOME DEPOT CREDIT SERVICES	010-4360	1,291.73	
5009043162	12/09/2021	SC FUELS	010-4360	67.34	
5009043195	12/14/2021	Ewing Irrigation Products Inc	010-4360	183.28	
5009043230	12/14/2021	Pacific Earth Resources DBA Pacific Sod	010-4360	196.27	
5009043238	12/14/2021	SC FUELS	010-4360	409.57	
5009043252	12/14/2021	YAMA LAWMOWER REPAIR	010-4360	107.29	
5009043265	12/16/2021	Ewing Irrigation Products Inc	010-4360	446.68	
5009043280	12/16/2021	Smith Pipe & Supply	010-4360	512.14	
5009043054	12/03/2021	Apple Inc.	010-4400	3,698.12	
5009043091	12/03/2021	Spark Fun Electronics	010-4400	935.61	
5009043095	12/03/2021	ULINE	010-4400	1,032.09	
5009043122	12/06/2021	JW Pepper & Son, Inc.	010-4400	561.52	
5009043149	12/09/2021	B & H Photo Video	010-4400	4,806.78	
5009043160	12/09/2021	MakerBot Industries	010-4400	2,774.60	
5009043166	12/09/2021	U.S. Bank Corporate Payment Systems	010-4400	4,563.17	
5009043203	12/14/2021	Glowforge.com	010-4400	6,429.64	
5009043205	12/14/2021	GOPHER SPORTS	010-4400	917.61	
5009043259	12/16/2021	AMAZON CAPITAL SERVICES	010-4400	812.03	
5009043330	12/20/2021	TELCOM, INC	010-4400	6,367.97	
5009043416	01/04/2022	AMAZON CAPITAL SERVICES	010-4400	3,532.80	
5009043437	01/06/2022	AMAZON CAPITAL SERVICES	010-4400	1,636.56	
5009043438	01/06/2022	Apple Inc.	010-4400	21,707.09	
5009043452	01/06/2022	Glowforge.com	010-4400	1,087.04	
5009043460	01/06/2022	OFFICE DEPOT	010-4400	535.37	
5009043097	12/03/2021	Ventura County Office of Education Business	010-5100	16,268.18	
5009043098	12/03/2021	Ventura County Office of Education Business	010-5100	13,685.93	
5009043106	12/06/2021	Assistance League School	010-5100	2,475.97	

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5009043298	12/17/2021	EBS HEALTHCARE	010-5100	2,167.50	
5009043434	01/06/2022	360 Degree Customer Inc.	010-5100	88,901.00	
5009043451	01/06/2022	EBS HEALTHCARE	010-5100	6,268.75	
5009043465	01/06/2022	The Stepping stones Group, LLC	010-5100	18,769.96	
5009043104	12/06/2021	Beckman, Janelle	010-5200	29.00	
5009043166	12/09/2021	U.S. Bank Corporate Payment Systems	010-5200	2,989.99	
5009043171	12/14/2021	Kuchta, Lynette A	010-5200	184.75	
5009043254	12/16/2021	Maria, Julie E	010-5200	173.04	
5009043256	12/16/2021	Amparan, Naomi A	010-5200	116.87	
5009043166	12/09/2021	U.S. Bank Corporate Payment Systems	010-5300	1,017.75	
5009043264	12/16/2021	Everyday Speech LLC	010-5300	851.97	
5009043322	12/17/2021	VENTURA COUNTY SCHOOL BOARD	010-5300	200.00	
5009043272	12/16/2021	MWG MESTMAKER & ASSOCIATES	010-5450	160.00	
5009043067	12/03/2021	SOUTHERN CALIF. EDISON	010-5520	8,986.73	
5009043155	12/09/2021	SOUTHERN CALIF. EDISON	010-5520	22,663.62	
5009043193	12/14/2021	SOUTHERN CALIF. EDISON	010-5520	4,332.85	
5009043299	12/17/2021	SOUTHERN CALIF. EDISON	010-5520	13,793.13	
5009043061	12/03/2021	California American Water	010-5540	308.51	
5009043151	12/09/2021	CITY OF OXNARD	010-5540	11,181.07	
5009043175	12/14/2021	APPLIED BACKFLOW TECHNOLOGIES	010-5540	304.00	
5009043182	12/14/2021	CITY OF OXNARD	010-5540	11,618.57	
5009043186	12/14/2021	CULLIGAN WATER	010-5540	341.25	
5009043247	12/14/2021	UNITED WATER CONSERVATION DIST	010-5540	2,802.97	
5009043447	01/06/2022	CULLIGAN WATER	010-5540	179.00	
5009043066	12/03/2021	E J Harrison & Sons	010-5560	8,732.35	
5009043154	12/09/2021	E J Harrison & Sons	010-5560	101.93	
5009043192	12/14/2021	E J Harrison & Sons	010-5560	652.19	
5009043152	12/09/2021	De Lage Landen Financial Servi ces, Inc.	010-5600	206.48	
5009043166	12/09/2021	U.S. Bank Corporate Payment Systems	010-5600	979.00	
5009043240	12/14/2021	Security Self Storage	010-5600	232.00	
5009043250	12/14/2021	Wireless CCTV LLC	010-5600	3,000.00	
5009043417	01/04/2022	AUTO CITY GLASS	010-5600	79.02	
5009043060	12/03/2021	C & M AUTO TRUCK ELECTRIC	010-5610	2,104.55	
5009043063	12/03/2021	COGGS TIRE SERVICE	010-5610	33.86	
5009043101	12/03/2021	YAMA LAWNMOWER REPAIR	010-5610	682.34	
5009043109	12/06/2021	C & M AUTO TRUCK ELECTRIC	010-5610	922.36	
5009043185	12/14/2021	COGGS TIRE SERVICE	010-5610	240.98	
5009043202	12/14/2021	GIBBS INTERNATIONAL	010-5610	162.64	
5009043232	12/14/2021	PARKHOUSE TIRE, INC.	010-5610	2,616.21	
5009043244	12/14/2021	TAFT ELECTRIC	010-5610	12,700.00	

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5009043252	12/14/2021	YAMA LAWMOWER REPAIR	010-5610	108.90	
5009043278	12/16/2021	SERVICE PRO-FIRE PROTECTION	010-5610	566.00	
5009043312	12/17/2021	M/M Mechanical Inc.	010-5610	3,693.27	
5009043337	12/22/2021	M/M Mechanical Inc.	010-5610	1,526.80	
5009043417	01/04/2022	AUTO CITY GLASS	010-5610	97.92	
5009043442	01/06/2022	BC Rincon Construction	010-5610	1,080.00	
5009043445	01/06/2022	C & M AUTO TRUCK ELECTRIC	010-5610	550.73	
5009043446	01/06/2022	COGGS TIRE SERVICE	010-5610	54.86	
5009043453	01/06/2022	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009043075	12/03/2021	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009043124	12/06/2021	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	2,706.54	
5009043168	12/09/2021	XEROX CORPORATION	010-5612	1,720.86	
5009043251	12/14/2021	XEROX CORPORATION	010-5612	7,653.14	
5009043050	12/03/2021	AIRPORT AUTO TECH	010-5620	5,383.89	
5009043197	12/14/2021	Fence Factory	010-5620	32,644.00	
5009043228	12/14/2021	Overhead Door	010-5620	690.00	
5009043430	01/04/2022	Overhead Door	010-5620	195.00	
5009043436	01/06/2022	AIRPORT AUTO TECH	010-5620	906.04	
5009043069	12/03/2021	Fence Factory	010-5630	294.99	
5009043172	12/14/2021	Airgas	010-5630	90.56	
5009043241	12/14/2021	Sunbelt Rentals	010-5630	2,069.76	
5009043335	12/22/2021	HOME DEPOT CREDIT SERVICES	010-5630	1.02	
5009043423	01/04/2022	HOME DEPOT CREDIT SERVICES	010-5630	.10	
5009043056	12/03/2021	Auto Tech	010-5800	41.75	
5009043074	12/03/2021	Maria Laura Hendrix	010-5800	5,162.50	
5009043077	12/03/2021	Learning Priority, Inc	010-5800	4,950.00	
5009043079	12/03/2021	MAXIM STAFFING SOLUTIONS	010-5800	15,590.49	
5009043086	12/03/2021	PASSAGEWAY, INC.	010-5800	5,131.66	
5009043088	12/03/2021	SERVICE PRO-FIRE PROTECTION	010-5800	360.00	
5009043099	12/03/2021	Ventura County Office of Education Business	010-5800	557.28	
5009043102	12/03/2021	Dr. Elizabeth Yeager	010-5800	1,599.75	
5009043105	12/06/2021	Adam Burton	010-5800	1,150.00	
5009043106	12/06/2021	Assistance League School	010-5800	7,874.03	
5009043111	12/06/2021	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	125.00	
5009043112	12/06/2021	Diane DeLaurantis	010-5800	2,050.00	
5009043117	12/06/2021	Franklin Covey	010-5800	28,774.92	
5009043118	12/06/2021	Ghanem Ayed Elhersh	010-5800	3,990.00	
5009043129	12/06/2021	PEARSON	010-5800	7,290.00	
5009043133	12/06/2021	Lupe Sandoval	010-5800	546.10	
5009043135	12/06/2021	SERVICE PRO-FIRE PROTECTION	010-5800	7,787.00	
5009043138	12/06/2021	Spriego, Inc.	010-5800	3,555.00	
5009043143	12/06/2021	Ventura County Office of Education Business	010-5800	686.09	

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Checks Dated 12/03/2021 through 01/06/2022

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5009043146	12/09/2021	America Tow & Auto	010-5800	500.00	
5009043161	12/09/2021	Oxnard False Alarm Reduction	010-5800	25.00	
5009043163	12/09/2021	Steve Sunnarborg	010-5800	1,500.00	
5009043166	12/09/2021	U.S. Bank Corporate Payment Systems	010-5800	2,871.88	
5009043170	12/14/2021	Murillo, Ignacio	010-5800	85.00	
5009043173	12/14/2021	All Languages Interpreting	010-5800	1,400.00	
5009043183	12/14/2021	Stephen Clark	010-5800	600.00	
5009043188	12/14/2021	Diane DeLaurantis	010-5800	2,000.00	
5009043201	12/14/2021	Luis Gerardo Guillen	010-5800	2,000.00	
5009043204	12/14/2021	Golden State Alarms, Inc.	010-5800	7,755.97	
5009043209	12/14/2021	William Venegas Hip Hop Mindset	010-5800	7,070.00	
5009043212	12/14/2021	John Tracy Center	010-5800	1,050.00	
5009043217	12/14/2021	Laura Walter	010-5800	250.00	
5009043218	12/14/2021	Michael Lorimer	010-5800	4,857.68	
5009043219	12/14/2021	Lynne M Slidders	010-5800	912.50	
5009043222	12/14/2021	Nee Quaison Sackey	010-5800	2,600.00	
5009043225	12/14/2021	OC Tech Innovations Corp	010-5800	2,205.60	
5009043231	12/14/2021	PARADIGM HEALTHCARE SERVICES	010-5800	1,079.07	
5009043235	12/14/2021	Platinum tow & Transport	010-5800	135.00	
5009043239	12/14/2021	SCRIPPS NATIONAL SPELLING BEE	010-5800	164.50	
5009043242	12/14/2021	Steve Sunnarborg	010-5800	1,099.44	
5009043244	12/14/2021	TAFT ELECTRIC	010-5800	2,283.00	
5009043255	12/16/2021	Ibarra, Kari L	010-5800	40.00	
5009043268	12/16/2021	Kajeet, Inc	010-5800	10,305.20	
5009043270	12/16/2021	Laura Walter	010-5800	200.00	
5009043271	12/16/2021	The Math Learning Center	010-5800	2,200.00	
5009043273	12/16/2021	Mister Softee	010-5800	745.50	
5009043276	12/16/2021	Platinum tow & Transport	010-5800	320.00	
5009043278	12/16/2021	SERVICE PRO-FIRE PROTECTION	010-5800	1,894.00	
5009043283	12/16/2021	STARFALL EDU. FOUNDATION	010-5800	270.00	
5009043289	12/16/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	375.00	
5009043294	12/17/2021	Diane DeLaurantis	010-5800	1,900.00	
5009043305	12/17/2021	Maria Laura Hendrix	010-5800	2,000.00	
5009043318	12/17/2021	SERVICE PRO-FIRE PROTECTION	010-5800	1,287.00	
5009043327	12/20/2021	Nee Quaison Sackey	010-5800	1,200.00	
5009043329	12/20/2021	Steve Sunnarborg	010-5800	925.00	
5009043334	12/22/2021	Luis Gerardo Guillen	010-5800	600.00	
5009043419	01/04/2022	BRAINPOP LLC	010-5800	3,250.00	
5009043424	01/04/2022	Lawrence A. Wolf	010-5800	7,344.00	
5009043425	01/04/2022	Learning Priority, Inc	010-5800	4,950.00	
5009043432	01/04/2022	SERVICE PRO-FIRE PROTECTION	010-5800	4,884.00	
5009043433	01/04/2022	Dr. Elizabeth Yeager	010-5800	1,737.00	
5009043435	01/06/2022	Adam Burton	010-5800	750.00	
5009043443	01/06/2022	Yolanda M. Benitez	010-5800	12,192.59	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043465	01/06/2022	The Stepping stones Group, LLC	010-5800	4,853.64	
5009043314	12/17/2021	Myers, Widders, Gibson, Jones	010-5802	1,341.72	
5009043421	01/04/2022	Eide Bailly LLP	010-5803	12,162.96	
5009043055	12/03/2021	AT&T	010-5900	2,115.76	
5009043071	12/03/2021	Frontier Communications	010-5900	568.90	
5009043148	12/09/2021	AT&T	010-5900	4,539.98	
5009043156	12/09/2021	Frontier Communications	010-5900	56.73	
5009043176	12/14/2021	AT&T	010-5900	2,129.98	
5009043196	12/14/2021	FEDEX	010-5900	39.36	
5009043200	12/14/2021	Frontier Communications	010-5900	144.31	
5009043301	12/17/2021	FEDEX	010-5900	52.93	
5009043302	12/17/2021	Frontier Communications	010-5900	256.37	
5009043440	01/06/2022	AT&T	010-5900	66.67	
5009043248	12/14/2021	VERIZON WIRELESS	010-5920	411.43	
5009043461	01/06/2022	Pro Fab Construction Inc	010-6202	46,800.00	
5009043169	12/13/2021	CA DEPT. OF EDUCATION SPECIAL DEPOSIT FUND 507-82227	010-8660	4,187.45	
5009043103	12/06/2021	Linda Aguilar	010-8699	25.00	
5009043261	12/16/2021	Children's Therapy Network Inc	010-9510	255.00	
5009043136	12/06/2021	SISC FINANCE	010-9516	9,965.67	
5009043464	01/06/2022	SISC FINANCE	010-9516	7,202.59	
5009043080	12/03/2021	Mutual of Omaha Policyholder Services	010-9534	763.14	
5009043136	12/06/2021	SISC FINANCE	010-9534	613,685.13	
5009043428	01/04/2022	United of Omaha Life Ins. Co.	010-9534	759.00	
5009043464	01/06/2022	SISC FINANCE	010-9534	622,961.80	
5009043136	12/06/2021	SISC FINANCE	010-9537	42,349.00	
5009043464	01/06/2022	SISC FINANCE	010-9537	24,639.81	
5009043080	12/03/2021	Mutual of Omaha Policyholder Services	010-9539	62.40	
5009043406	12/29/2021	Tax Deferred Services Corporate Office Suite 209	010-9539	94,478.88	
5009043427	01/04/2022	Mutual of Omaha Policyholder Services	010-9539	62.40	
5009043342	12/29/2021	Gilbert Acosta	010-9540	2,304.90	
5009043343	12/29/2021	Maria Acosta	010-9540	2,304.90	
5009043344	12/29/2021	Marylou Almilli	010-9540	2,340.51	
5009043345	12/29/2021	SALLY ALVARADO	010-9540	2,304.90	
5009043346	12/29/2021	BARBARA ALVIDREZ	010-9540	2,304.90	
5009043347	12/29/2021	Maria Angeles	010-9540	2,304.90	
5009043348	12/29/2021	Anthony Urban	010-9540	2,304.90	
5009043349	12/29/2021	REBECCA BARBETTI	010-9540	2,340.51	
5009043350	12/29/2021	Sharon Bellman	010-9540	2,340.51	
5009043351	12/29/2021	Maria Benitez	010-9540	2,304.90	
5009043352	12/29/2021	Belinda Betancourt	010-9540	2,304.90	
5009043353	12/29/2021	SHIRLEY BROWN	010-9540	2,304.90	
5009043354	12/29/2021	Julie Burchmore	010-9540	2,340.51	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043355	12/29/2021	Carmen Carrillo	010-9540	2,304.90	
5009043356	12/29/2021	Jonathan Castillo	010-9540	2,304.90	
5009043357	12/29/2021	GAYLE COLEMAN	010-9540	2,340.51	
5009043358	12/29/2021	Teresa Blanche Contreras	010-9540	2,304.90	
5009043359	12/29/2021	John Cort	010-9540	2,340.51	
5009043360	12/29/2021	Arla B Crane	010-9540	2,340.51	
5009043361	12/29/2021	Kathleen Crowe	010-9540	2,340.51	
5009043362	12/29/2021	LaVerne Edgar	010-9540	2,304.90	
5009043363	12/29/2021	Joanne Espinoza-Law	010-9540	2,340.51	
5009043364	12/29/2021	Catherine Espinoza	010-9540	2,304.90	
5009043365	12/29/2021	Carolee Felch	010-9540	2,304.90	
5009043366	12/29/2021	Jeanne Foster	010-9540	2,304.90	
5009043367	12/29/2021	KATHLEEN FRANKLIN	010-9540	2,340.51	
5009043368	12/29/2021	Susanne Frank	010-9540	2,340.51	
5009043369	12/29/2021	Ruth Fraser	010-9540	2,340.51	
5009043370	12/29/2021	JARREL FULLER	010-9540	2,340.51	
5009043371	12/29/2021	Claudene Garmon	010-9540	2,340.51	
5009043372	12/29/2021	Geoff Godfrey	010-9540	2,340.51	
5009043373	12/29/2021	Maria L. Godinez	010-9540	2,340.51	
5009043374	12/29/2021	Helene Gollub	010-9540	2,340.51	
5009043375	12/29/2021	CAROLYN GRACE	010-9540	2,340.51	
5009043376	12/29/2021	Susan Hamada	010-9540	2,340.51	
5009043377	12/29/2021	Milton R. Harrion	010-9540	2,340.51	
5009043378	12/29/2021	Harold Kennedy	010-9540	2,340.51	
5009043379	12/29/2021	Jo Ann Kennedy	010-9540	2,340.51	
5009043380	12/29/2021	Georgia Kerns	010-9540	2,340.51	
5009043381	12/29/2021	LAURA KRALL	010-9540	2,340.51	
5009043382	12/29/2021	Meredith Kruger	010-9540	2,340.51	
5009043383	12/29/2021	Christina Leonard	010-9540	2,304.90	
5009043384	12/29/2021	BEN LUCE	010-9540	2,340.51	
5009043385	12/29/2021	Marcia Marino	010-9540	2,340.51	
5009043386	12/29/2021	Joan Mayeda	010-9540	2,340.51	
5009043387	12/29/2021	APRIL MCCARTHY	010-9540	2,340.51	
5009043388	12/29/2021	Shirley McCafferty	010-9540	2,340.51	
5009043389	12/29/2021	Gail Nakamura-Meagher	010-9540	2,340.51	
5009043390	12/29/2021	Virginia Nedelev	010-9540	2,340.51	
5009043391	12/29/2021	Debbie Orosco	010-9540	2,340.51	
5009043392	12/29/2021	Phil Otero	010-9540	2,340.51	
5009043393	12/29/2021	RUDY PALAZUELOS	010-9540	2,304.90	
5009043394	12/29/2021	Pattis R. Thompson	010-9540	2,340.51	
5009043395	12/29/2021	YVONNE RAILEY	010-9540	2,340.51	
5009043396	12/29/2021	Jose Rodriguez	010-9540	2,304.90	
5009043397	12/29/2021	SALLIE SANCHEZ	010-9540	2,340.51	
5009043398	12/29/2021	Darlene Serros	010-9540	2,340.51	
5009043399	12/29/2021	Linda Shaffer	010-9540	2,340.51	
5009043400	12/29/2021	Andrea Shaub	010-9540	2,340.51	

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Checks Dated 12/03/2021 through 01/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043401	12/29/2021	LYNN SILVIERA	010-9540	2,304.90	
5009043402	12/29/2021	CAROL SPRACKLEN	010-9540	2,340.51	
5009043403	12/29/2021	BEVERLY STARK	010-9540	2,340.51	
5009043404	12/29/2021	Virginia Swickard	010-9540	2,304.90	
5009043405	12/29/2021	Eleanor Syrett	010-9540	2,340.51	
5009043407	12/29/2021	Gwen Thomas	010-9540	2,340.51	
5009043408	12/29/2021	HELEN TORRES	010-9540	2,304.90	
5009043409	12/29/2021	Jayne Tucker	010-9540	2,340.51	
5009043410	12/29/2021	Christina Valdivia	010-9540	2,304.90	
5009043411	12/29/2021	Lenora Weinerth	010-9540	2,340.51	
5009043412	12/29/2021	Darylene Williams	010-9540	2,340.51	
5009043413	12/29/2021	Sharlene Wilson	010-9540	2,340.51	
5009043414	12/29/2021	Mike Wittlin	010-9540	2,340.51	
5009043325	12/17/2021	CITY OF OXNARD RECREATION SERVICES	Cancelled		300.00 *
Cancel	1	300.00	Total Number of Checks	353	2,478,157.49
5009043119	12/06/2021	Green Thumb Nursery	130-4300	1,839.62	
5009043128	12/06/2021	OFFICE DEPOT	130-4300	69.96	
5009043132	12/06/2021	Sam's Club Direct	130-4300	131.84	
5009043162	12/09/2021	SC FUELS	130-4300	39.77	
5009043174	12/14/2021	AMAZON CAPITAL SERVICES	130-4300	133.01	
5009043184	12/14/2021	COASTAL-PIPCO	130-4300	831.73	
5009043206	12/14/2021	Grainger	130-4300	585.39	
5009043207	12/14/2021	Green Thumb Nursery	130-4300	32.33	
5009043238	12/14/2021	SC FUELS	130-4300	43.34	
5009043259	12/16/2021	AMAZON CAPITAL SERVICES	130-4300	120.66	
5009043291	12/17/2021	Aswell Trophy	130-4300	10.93	
5009043316	12/17/2021	P & R Paper Supply Co., Inc.	130-4300	11,957.55	
5009043437	01/06/2022	AMAZON CAPITAL SERVICES	130-4300	113.84	
5009043460	01/06/2022	OFFICE DEPOT	130-4300	278.89	
5009043042	12/03/2021	Nungaray, Lourdes M	130-4305	150.00	
5009043043	12/03/2021	Hernandez, Maria R.	130-4305	150.00	
5009043044	12/03/2021	Landeros, Sonia	130-4305	150.00	
5009043045	12/03/2021	Mendoza Torralba, Brenda Z	130-4305	150.00	
5009043047	12/03/2021	Garcia Serratos, Juan M	130-4305	150.00	
5009043048	12/03/2021	Garcia, Ruth B	130-4305	150.00	
5009043040	12/03/2021	Gutierrez, Rosaizela M	130-4710	4.49	
5009043064	12/03/2021	Dominos Pizza	130-4710	62.76	
5009043065	12/03/2021	Driftwood Dairy, Inc.	130-4710	2,387.36	
5009043092	12/03/2021	SYSCO VENTURA, INC.	130-4710	10,244.22	
5009043093	12/03/2021	THE BERRY MAN, INC.	130-4710	4,031.35	
5009043113	12/06/2021	Driftwood Dairy, Inc.	130-4710	913.02	
5009043140	12/06/2021	SYSCO VENTURA, INC.	130-4710	1,385.08	
5009043142	12/06/2021	THE BERRY MAN, INC.	130-4710	2,151.20	
5009043153	12/09/2021	Driftwood Dairy, Inc.	130-4710	2,969.57	

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Checks Dated 12/03/2021 through 01/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043159	12/09/2021	Laubacher Farms, inc	130-4710	1,197.50	
5009043164	12/09/2021	SYSCO VENTURA, INC.	130-4710	13,707.23	
5009043165	12/09/2021	THE BERRY MAN, INC.	130-4710	4,585.85	
5009043191	12/14/2021	Driftwood Dairy, Inc.	130-4710	4,663.80	
5009043216	12/14/2021	Laubacher Farms, inc	130-4710	950.00	
5009043243	12/14/2021	SYSCO VENTURA, INC.	130-4710	22,825.56	
5009043245	12/14/2021	THE BERRY MAN, INC.	130-4710	8,932.35	
5009043262	12/16/2021	Driftwood Dairy, Inc.	130-4710	1,363.19	
5009043284	12/16/2021	THE BERRY MAN, INC.	130-4710	1,475.15	
5009043293	12/17/2021	CDE/CASHIER'S OFFICE	130-4710	1,715.70	
5009043297	12/17/2021	Driftwood Dairy, Inc.	130-4710	4,450.40	
5009043300	12/17/2021	Farmivore Inc	130-4710	120.00	
5009043310	12/17/2021	Laubacher Farms, inc	130-4710	487.50	
5009043320	12/17/2021	SYSCO VENTURA, INC.	130-4710	22,983.95	
5009043321	12/17/2021	THE BERRY MAN, INC.	130-4710	4,835.34	
5009043340	12/22/2021	SYSCO VENTURA, INC.	130-4710	117.64	
5009043449	01/06/2022	Dominos Pizza	130-4710	1,784.51	
5009043450	01/06/2022	Driftwood Dairy, Inc.	130-4710	862.96	
5009043458	01/06/2022	Laubacher Farms, inc	130-4710	1,000.00	
5009043257	12/16/2021	Kimura, Kelliann	130-5200	40.94	
5009043144	12/06/2021	VENTURA REFRIGERATION SALES & SERVICE	130-5600	344.79	
5009043236	12/14/2021	Puretec Industrial Water	130-5600	402.00	
5009043288	12/16/2021	VENTURA REFRIGERATION SALES & SERVICE	130-5600	859.79	
5009043251	12/14/2021	XEROX CORPORATION	130-5612	166.05	
5009043053	12/03/2021	Anna Jackson	130-5800	7,000.00	
5009043179	12/14/2021	Best Equipment Repair Service	130-5800	511.50	
5009043176	12/14/2021	AT&T	130-5900	16.98	
5009043440	01/06/2022	AT&T	130-5900	1.03	
5009043267	12/16/2021	Jordano's	130-6400	25,462.90	
Total Number of Checks			58	174,102.52	
5009043187	12/14/2021	Decker Equipment	212-4400	2,631.22	
5009043415	01/04/2022	Abundance Internet Inc.	212-5800	7,573.28	
5009043078	12/03/2021	Los Angeles Engineering	212-6102	656,888.15	
5009043177	12/14/2021	Banner Bank	212-6102	79,580.14	
5009043285	12/16/2021	The Ohio Casualty Ins. Co.	212-6102	18,032.00	
5009043296	12/17/2021	DSA-LA Regional Office	212-6102	7,605.90	
5009043313	12/17/2021	Graciela Mata Modesto Db a Modesto & Sons Pumping	212-6102	950.00	
5009043315	12/17/2021	N/V/5 West, Inc.	212-6102	5,981.50	
5009043418	01/04/2022	Banner Bank	212-6102	4,188.42	
5009043123	12/06/2021	KENCO CONSTRUCTION SERVICES	212-6145	10,080.00	
5009043456	01/06/2022	KENCO CONSTRUCTION SERVICES	212-6145	9,000.00	
5009043312	12/17/2021	M/M Mechanical Inc.	212-6201	12,527.00	

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Checks Dated 12/03/2021 through 01/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043096	12/03/2021	Venco Electric	212-6202	7,045.08	
5009043167	12/09/2021	Venco Electric	212-6202	7,003.95	
5009043194	12/14/2021	EJS Construction, Inc	212-6202	54,281.48	
5009043287	12/16/2021	Venco Electric	212-6202	25,270.00	
5009043323	12/17/2021	Venco Electric	212-6202	2,050.00	
5009043332	12/22/2021	EJS Construction, Inc	212-6202	51,304.99	
5009043462	01/06/2022	Reed Mechanical Systems Inc.	212-6202	1,560.00	
5009043466	01/06/2022	Venco Electric	212-6202	26,633.71	
5009043214	12/14/2021	KBZ Architects	212-6219	581.50	
5009043295	12/17/2021	DSA-LA Regional Office	212-6220	14,711.88	
5009043269	12/16/2021	KENCO CONSTRUCTION SERVICES	212-6245	5,220.00	
5009043107	12/06/2021	BALFOUR BEATTY CONSTRUCTION	212-6272	38,746.00	
5009043441	01/06/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	41,645.00	
5009043123	12/06/2021	KENCO CONSTRUCTION SERVICES	212-6290	4,320.00	
5009043456	01/06/2022	KENCO CONSTRUCTION SERVICES	212-6290	8,640.00	
5009043448	01/06/2022	DELL MARKETING L.P. C/O DELL USA LP	212-6400	8,572.62	
Total Number of Checks			26	1,112,623.82	
5009043462	01/06/2022	Reed Mechanical Systems Inc.	251-5610	10,380.00	
5009043237	12/14/2021	Sage Realty Group	251-5800	42,000.00	
Total Number of Checks			2	52,380.00	
5009043249	12/14/2021	Vineyard Real Estate, LLC	252-5600	10,500.00	
5009043341	12/22/2021	Vineyard Real Estate, LLC	252-5600	2,100.00	
5009043317	12/17/2021	Rio School District	252-5800	750.00	
5009043307	12/17/2021	JENSEN DESIGN & SURVEY	252-6135	1,432.50	
Total Number of Checks			4	14,782.50	
5009043229	12/14/2021	Pacific West Communities, Inc	490-5600	7,500.00	
5009043324	12/17/2021	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	1,850.00	
Total Number of Checks			2	9,350.00	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	352	2,478,157.49
130	Cafeteria Fund	58	174,102.52
212	Building Fund Measure L	26	1,112,623.82
251	CAPITAL FACILITIES - RESIDENTI	2	52,380.00
252	CAPITAL FACILITIES COMMERCIAL	4	14,782.50
490	Capital Projects Fund for Blen	2	9,350.00

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

Checks Dated 12/03/2021 through 01/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
		Total Number of Checks	429	3,841,396.33	
		Less Unpaid Tax Liability		370.07-	
		Net (Check Amount)		3,841,026.26	

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.

ESD 609 ONLINE Page 13 of 13

10.5



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Approval of Williams Quarterly Complaint Report for January 2022
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams quarterly complaint report of January 2022.

Public Content

Speaker: Oscar Hernandez, Asst. Superintendent of Educational Services

Rationale:

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

[UCP Quarterly Report January 19, 2022.pdf \(31 KB\)](#)

Administrative Content

Executive Content

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Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2021-22

District: Rio School District

Person completing this form John Puglisi

Title: Superintendent

Quarterly Report Submission Date: (check one) October 31, 2021 (7/1/21 to 9/30/21)
 January 31, 2022 (10/1/21 to 12/31/21)
 April 30, 2022 (1/1/22 to 3/31/22)
 July 31, 2022 (4/1/22 to 6/30/22)

Date for information to be reported publicly at governing board meeting: January 19, 2022

Please check the box that applies:

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

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

John Puglisi
 Name of District Superintendent

 Signature of District Superintendent



10.6



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Ratification of the Contract with Passageway School till June 2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	42,502.00
Budgeted	Yes
Budget Source	Special Education funds
Recommended Action	Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

We need to extend this contract until the end of the school year. In order to meet the ver significant social, emotional, and behavioral needs of the student and implement the student's Individualized Education Program (IEP), the student requires temporary placement in a Non Public School in Newbury Park, CA.

The estimated costs until June 30, 2022 is \$42, 502.

Administrative Content

Executive Content

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10.7



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Memorandum of Understanding between VCOE and Rio School District to support McKinney-Vento Students
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

American Rescue Pan-Homeless Child and Youth I (ARP-HCY I) funds to support McKinney-Vento students have been made available to VCOE and Rio School District from July 1, 2021 through June 30, 2024. The total amount for the three years of funding is \$20,000.

[MOU Homeless grant.pdf \(93 KB\)](#)

Administrative Content

Executive Content

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ARP-HYC Part I Proposed expenditures

	<i>1st Year</i> 21/22	<i>2nd Year</i> 22/23	<i>3rd Year</i> 23/24	<i>Total</i> 3 Year Total
Revenues				
MOU - Grant Amount				
Total				
Expenditures				
4300 Materials & Supplies	\$ 2,335	\$ 2,569	\$ 2,569	\$ 7,473
5200 Travel & Conference				
5300 Dues & Memberships				
5600 Rentals, Leases, Repairs	\$ 3,730	\$ 3,729	\$ 3,729	\$ 11,188
5700				
5800 Professional Services				
5900 Postage				
7310 Other/Indirect	\$ 435	\$ 452	\$ 452	\$ 1,339
Total				\$ 20,000
Net Available				
<i>Ending Balance / Carryover</i>				

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
RIO ELEMENTARY SCHOOL DISTRICT**

The purpose of this Memorandum of Understanding is to support identified McKinney Vento students between the Ventura County Office of Education ("VCOE") and Rio Elementary School District, hereafter called "the district," relative to the American Rescue Plan - Homeless child a youth I funds ("ARP-HCY I"). This memorandum sets forth the mutual roles that will be the means by which VCOE and the district will create and maintain a collaborative relationship to ensure the timely and successful implementation of the American Rescue Plan Act of 2021 for Children and Youth Experiencing Homelessness.

Timeline:

This MOU shall be effective from July 1, 2021, through the June 30, 2024. The district agrees to notify the VCOE by March 1 of each fiscal year if they do not plan to continue the program in the subsequent year.

See Attached California Department of Education (CDE) for guidance on authorized activities for the ARP-Homeless I funding.

The district agrees to submit a budget plan by October 2021 to the VCOE for review and approval. The district shall submit an annual expenditure report from their financial system, along with a formal invoice to the VCOE no later than July 20th of each fiscal year.

Please submit your plan and invoice to Cathi Nye and Sonia Magana at the email addresses below:

Cathi Nye
Coordinator, Homeless Education Program
805-437-1559

Sonia Magana
Accountant/Internal Auditor
805-383-1940

Funding based on Homeless enrollment numbers from fiscal year 2019-20 in your district:

19-20 Homeless student count: 617

3 Year Funding Total, 2021-24: \$20000

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

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

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012

Rio Elementary School District
1800 Solar Dr.
Oxnard, CA 93030

For the Rio Elementary School District



12/29/2021
Date

For the Ventura County Office of Education, Student Services Branch



10/26/21
Date

Dr. Consuelo Hernandez Williams, Associate Superintendent



11-15-21
Date

Lisa Cline, Executive Director of Business Services

010-5800-5032-0-4900-2100-000-310-0000-0 \$ 29,000.00
ENCUMBERED
GmW 11/23/21
11222021 De

10.8



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Contract for Occupational Therapy Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	16,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

This is an addendum effective October 1, 2021, increasing OT services costs by five dollars per hour. The original Contract was already approved on 8/16/2021.

Due to a shortage of qualified Occupational Therapists applying directly to the district for positions and in order to meet the needs determined by students' individualized Education plans, the Pupil Personnel Services Department has found it necessary to contract with the Ventura County SELPA for the services for 1 FTE Occupational Therapist Position during the 2021-22 school year.

The contracted Occupation Therapist 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 students's IEPs. The contracted Occupational Therapist will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

[OT Addendum.pdf \(45 KB\)](#)

Administrative Content

Executive Content



Ventura County Special Education Local Plan Area
5100 Adolfo Road, Camarillo, CA 93012
(805) 437-1560 FAX (805) 437-1599
www.vcselpa.org

Emily Mostovoy-Luna, Associate Superintendent

ADDENDUM TO 21-22 OT/COTA AGREEMENT

BETWEEN

VENTURA COUNTY SELPA

AND

Rio Elementary School District

EFFECTIVE DATE OF ADDENDUM: October 1, 2021

ADDENDUM TO CHANGE THE FOLLOWING:

(1) Increase the cost of OT Services to \$90/hour and COTA Services to \$80/hour.

All other original terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the duly authorized representative of each party does hereby sign and date this document as set forth below.

Requested by: 
SELPA Director

Dated: 12/27/21

Approved by: 
District Administrator

Dated: 1/3/2022

10.9



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of running a bid for a 10Gb PTP fiber connection between 1800 Solar Dr. and 3050 Thames River Dr.
Access	Public
Type	Action (Consent)
Preferred Date	Jan 19, 2022
Absolute Date	Jan 19, 2022
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	Staff recommends sending out an RFP and filing an FCC 470 (E-Rate) for a 10Gb PTP fiber connection between 1800 Solar Dr. and 3050 Thames River Dr.

Public Content

Speaker: Jarkko Myllari, Director of Technology

Rationale: The current, low capacity radio link between the District Office and Rio Rosales elementary school needs to be replaced with fiber connection between 1800 Solar Dr and 3050 Thames River Dr. A fiber connection between these two locations would improve management and performance of the district network by allowing Technology Services to utilize a direct, high speed connection between the District Office and the Rio Network Hub at Rio Vista Middle School for network management and maintenance. The fiber connection will also improve District server management by allowing network equipment to be hosted at two locations. In addition to the forementioned factors, the fiber connection also improves Technology Services' capacity to respond to connectivity issues potentially experienced at either end of the circuit.

[ERate Y25 VC STAR Publications 2022 - E-Rate 01-15-22.pdf \(55 KB\)](#)

Administrative Content

Executive Content

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Rio Elementary - ANNOUNCEMENT 2, RFP NO. E-Rate 01-15-22

IMPORTANT INSTRUCTIONS: Quantities are estimates and may increase or decrease over the term of the awarded.

Rio School District is requesting proposals for a 10Gb PTP fiber connection between the District locations at a.) 1800 Solar Dr., Oxnard, CA 93030 and b.) 3050 Thames River Dr., Oxnard, CA 93036, category 1 network equipment and cabling on both ends of the existing network configuration as well as maintenance and operation of the fiber service. For operation, maintenance service and warranty the proposal must include 1, 3, and 5 year options.

Proposals for both Dark and/or Lit Fiber Transport Services are accepted.

The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above.

****NOTE that the equipment and services are only applicable as offered as a response to the 470. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.**

The deadline to submit questions for this project is January 26, 2022 at 3 pm PST to Jarkko Myllari at jmyllari@rioschools.org. All questions must include "RFP NO. E-Rate 01-15-22" in the email subject. All questions without the correct subject line reference or that are received after the date and time above will not be accepted.

Proposals must be submitted via email no later than February 8, 2021, 5:00 PM, to Jarkko Myllari at jmyllari@rioschools.org. All proposals must include "RFP NO. E-Rate 01-15-22" in the email subject. Proposals without the correct subject line reference or that are received after the due date will not be accepted.

10.10



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Approval of running a bid for IDF/MDF backup power solution
Access	Public
Type	Action (Consent)
Preferred Date	Jan 19, 2022
Absolute Date	Jan 19, 2022
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	Staff recommends sending out an RFP and filing an FCC 470 (E-Rate) for purchasing and installing a data room backup power system for 8 school sites.

Public Content

Speaker: Jarkko Myllari, Director of Technology

Rationale: The District is looking for an 80% E-Rate funded solution to keep the school phone and security systems up from 60 minutes to 2 hours after a power outage. Currently, in case of a power outage the systems shut off.

[ERate Y25 VC STAR Publications 2022 - E-Rate 01-14-22.pdf \(55 KB\)](#)

Administrative Content

Executive Content

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Rio Elementary - ANNOUNCEMENT 1, RFP NO. E-Rate 01-14-22

IMPORTANT INSTRUCTIONS: Quantities are estimates and may increase or decrease over the term of the awarded.

Rio School District is requesting proposals for an IDF/MDF backup power solution including UPS equipment, cabinets, wiring, and installation at 8 District locations. It's mandatory for the bidding vendor to attend the pre-bid webinar on Jan 20, 2021, at 9:00 am. Webinar details in the 470.

The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above.

****NOTE that the equipment and services are only applicable as offered as a response to the 470. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.**

The deadline to submit questions for this project is January 26, 2022 at 3 pm PST to Jarkko Myllari at jmyllari@rioschools.org. All questions must include "RFP NO. E-Rate 01-14-22" in the email subject. All questions without the correct subject line reference or that are received after the date and time above will not be accepted.

Proposals must be submitted via email no later than February 8, 2022, 5:00 PM to Jarkko Myllari at jmyllari@rioschools.org. All proposals must include "RFP NO. E-Rate 01-14-22" in the email subject. Proposals without the correct subject line reference or that are received after the due date will not be accepted.

10.11



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval of Change Order from Venco for the Campus Wide Fire Alarm at Rio Del Valle.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	53,537.93
Budgeted	Yes
Budget Source	Measure L funds
Recommended Action	It is recommended that Change Order #1 be approved for the additional work on the fire alarms at Ro Del Valle.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale: This change has five components:

Installation of an additional fire alarm devices (heat and smoke) as required by DSA for the Main Campus Building at Rio Del Valle.
\$11,123.00

Install 12 additional heat detectors with added with conduit and wiring. Fire rated ceiling access panels were added for ceiling access on the hard lid drywall ceiling in the gymnasium locker rooms.
\$52,804.87

During field investigation of the Gym for the new fire alarm system speaker installation, it was noted that 4 speakers shown on the project plans were missing and not in place. Additional conduit and electrical boxes were required to be installed to satisfy plans and DSA Requirements for Certification.
\$5,895.30

District must provide temporary fire alarm panel with accessories to temporarily cover the gym with FA Protection until the final fire alarm equipment arrives. Delay is due to COVID 19 materials manufacturing and delivery impacts.
\$13,714.76

Built in Contract Contingency CREDIT for unforeseen existing conditions.
- (\$30,000.00)

Total: \$83,537.93 - (Contingency/Allowance in Contract) of \$30,000. Total amount of change order is \$53,537.93

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

January 06, 2022

Attn: Dr. Puglisi

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

Re: Project 21-08L Campus Wide Fire Alarm at Rio Del Valle Middle School
Venco Electric
Recommendation to Approve CO #1 to Venco Electric

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #1 to Venco Electric for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

1) Venco C/O Proposal #1

- A) COP#1 Cost/Credit Change Order for the Addition of Fire Alarm System Devices at Various Main Campus Buildings at RDV.
\$11,123.00
- B) COP#2 Cost/Credit Change Order for the Addition of Fire Alarm System Devices in the Gymnasium/Locker Rooms at RDV.
\$52,804.87
- C) COP#3 Cost/Credit Change Order for the Installation of Conduit & Boxes in the Gymnasium at RDV.
\$5,895.30
- D) COP#2 Cost/Credit Change Order for the Installation of a Temporary Fire Alarm Panel in the Gymnasium/Locker Room Building to Allow Floor Refinishing and Delayed Delivery of FA Equipment Due to COVID 19 at RDV.
\$13,714.76
- E) BUILT IN CONTRACT CONTINGENCY CREDIT OF (\$30,000.00)

Total CO #1	\$ 83,537.93
Credit Contingency	\$ (30,000.00)
Revised Change Order	\$ 53,537.93
Previous Approved CO's	\$ 0
Original Contract	\$ 405,000.00
Revised Contract	\$ 458,537.93

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 1
1-06-2022**

PROJECT NO: RSD 21-08L

CO NO: 1

PROJECT NAME: Campus Wide Fire Alarm at Rio Del Valle Middle School

CONTRACTOR: Venco Electric

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 405,000.00
Previous Approved Change Orders	\$ 0
This Change Order (\$83,537.93 MINUS \$30,000.00 Allowance from Bid= \$53,537.93)	\$ 53,537.93
Adjusted Contract Amount	\$ 458,537.93

TIME:

Original Contract Completion Date	August 2021
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	180
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: Venco Electric

By _____

By _____

Date _____

Date _____

District Architect; KBZ Architects

District PM/CM; Balfour Beatty Construction

By _____

By 

Date _____

Date 1/6/22

Original Contract

\$ 405,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
COP#1	Venco	Install Additional Fire Alarm Devices (Heat & Smoke) as Required by DSA from RFI Responses #1 thru 32 for Main Campus Buildings at RDV.	During the course of construction while installing the new fire alarm system in various buildings it was discovered that additional fire alarm devices were going to be needed for coverage. Additional work to install was required along with access doors and signage when completed.	\$ 11,123.00
COP#2	Venco	Install Additional Fire Alarm Devices in Gymnasium Lockers Rooms at Beam Pockets Areas (12 Heat Detectors & 24 Acces Panels)	During the Installation of the New Fire Alarm System in the Gymnasium-Locker Room Areas, it was discovered that the roof structure had multiple beam pockets requiring additional Fire Alarm Heat Detectors per a new DSA Requirement. 12 additional heat detectors with added conduit & wiring and fire rated ceiling access panels on the hard lid drywall ceiling had to be installed.	\$ 52,804.87
COP#3	VENCO	Install Conduit & Boxes for Speakers	During Field investigation of the Gym for the New Fire Alarm System Speaker installation it was noted that 4 Speakers shown on the Project Plans were missing and not in place. Additional conduit and electrical boxes were required to be installed to satisfy plans and DSA IOR for Certification	\$ 5,895.30
COP#4	VENCO	Install Temporary Fire Alarm Panel/System in Gym for New Temporary Fire Alarm Coverage Until New Fire Alarm Equipment Arrives Delayed by COVID	Due to COVID 19 Material Manufacuring and Delivery Impacts with Fire Alarm Equipment, the District must install a District Provided Temporary Fire Alarm Panel with accessories to temporarily Cover the Gym with FA Protection until the Final Fire Alarm Equipment Arrives. No Date known for delivery Need to refinish Gym Floor over spring break.	\$ 13,714.76

\$ 83,537.93

Total CO #1

\$ 83,537.93

Previous Approved CO's

\$

Contingency/Allowance in Contract

\$ 5,000.00

Revised Change Order #1 Amount

\$53,537.93

Original Contract

\$ 405,000.00

Revised Contract

\$458,537.93

(R10 CO #1 21-08L)

Approved

ALLOWANCES

11 MARCH 2020

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. **Allowance No. 1: Underground Contingency Allowance** include a contingency allowance of \$30,000.00 for use according to Owner's written instructions with respect to any inadequacies in the existing underground pathways and inter-building connections or other unforeseen existing conditions.

END OF SECTION 01 2100

10.12



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of Proposal from Kruger Bensen Ziemer Architects (KBZ) for the Rio Vista Gym HVAC.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	94,600.00
Budgeted	Yes
Budget Source	CFD Funds
Recommended Action	It is recommended that the Board approve the proposal from KBZ for their architectural services for the Rio Vista Gym HVAC.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This project will replace existing rooftop heating systems at the gymnasium building with new variable refrigerant flow heat-pump systems that will provide heating and cooling. The rooftop units will be specified as custom-fabricated so that existing mechanical unit curbs can be re-used. Exterior condensing units will be ground-mounted racks, not rooftop.

Services will provide a field verification and system design; Construction Documents and DSA Permitting; Bid/Negotiate; Construction Administration; and Closeout.

[KBZ Proposal.pdf \(628 KB\)](#)

Administrative Content

Executive Content



Rio School District
Rio Vista Gym HVAC
Proposal/Agreement

06 January 2022

Rio School District
Attn. Wael Saleh, Ass't. Superintendent
1800 Solar Dr
Oxnard, CA 93036

Re: Rio Vista Gym HVAC

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the Rio Vista Gym HVAC Rio Vista Middle School. This project will replace existing rooftop heating systems at the gymnasium building with new variable refrigerant flow (VRF) heat-pump systems that will provide heating and cooling. The rooftop units will be specified as custom-fabricated so that existing mechanical unit curbs can be re-used. Exterior condensing units will be ground-mounted racks, not rooftop.

Although this site and building are not that old, the additional electrical loads created by the new HVAC will be examined to determine if the existing electrical service size or feeders will need to be upgraded. New electrical distribution will be underground wherever feasible. The electrical service size currently serving the site is assumed to be adequate at this time, so design of an electrical service upgrade and interface with Southern California Edison is not included in this proposal but may be added as extra services if deemed necessary. The Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. **Field Verification & System Design:**
 - Review of Site/Buildings/Available drawings & provide field confirmation of existing conditions.
 - Review of existing and potential new building-to-building pathways.
 - Mechanical Engineer will review existing heating systems with respect to removal and re-use of those spaces.
 - KBZ and mechanical engineer will review existing conditions for potential routes of coolant lines between the outdoor condensing units and the indoor units.
 - Design Team will discuss with District provisions for a new District standard with respect to HVAC equipment/manufacturer(s) and district-wide energy management and/or controls systems.
2. **Construction Documents & DSA Permitting:**
 - Final investigations on site for confirmation of proposed work vs. existing conditions.
 - Finalization of plans, details, specifications, and cut-sheets required for DSA submittal.
 - Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
 - (2) Review meetings when the CD's are approximately 30% and 75% complete.
 - Correction of drawings and specifications for DSA back-check appointment for approval.
3. **Bid/Negotiate:**
 - KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
 - KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
 - KBZ will answer pre-bid RFI's and issue Addenda as necessary.
 - KBZ will attend the bid opening and assist with bid tabulation as requested.
 - KBZ will assist the District with bid evaluations and recommendations for award.



Rio School District
Rio Vista Gym HVAC
Proposal/Agreement

4. Construction Administration:

- KBZ will attend the pre-construction conference meeting.
- KBZ attend up to (12) regular job meetings during the construction period; should more be required, these may be charged as extra services based on the attached rate sheet.
- KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
- KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.

5. Closeout:

- KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
- KBZ will submit the DSA-6AE final verified report to DSA and assist with other DSA forms as necessary for certification.
- KBZ will verify punch list items are complete per above (1 walk).

PROPOSED FIXED FEE: \$ 94,600

We are proposing to use the following consultants for this project:

Structural Engineer:	Stork Wolfe Associates
Mech/Plumbing Engineer:	AE Group
Electrical Engineer:	C.Hood & Associates

The fee as noted above shall be billed each month based on percentage of completion.

This proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEQA analysis/documentation, or full-building seismic analysis/evaluation. Payment of all fees to regulatory bodies (e.g. DSA, etc.) shall be the responsibility of the District.

If the District finds this proposal acceptable, please have the District Assistant Superintendent of Business Services sign the proposal below to serve as the letter of intent and return to our office. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,

Todd A Jespersen AIA, LEED AP^{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date

10.13



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Approval of Notice of Award to Smith Mechanical/Electrical/Plumbing for the Gym HVAC Replacement project at Rio Vista Middle School.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,200,800.00
Budgeted	Yes
Budget Source	CFD Funds
Recommended Action	It is recommended that the Board Approve the Notice of Award to Smith Mechanical/Electrical/Plumbing for the Gym HVAC Replacement project at Rio Vista Middle School.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Rio School District received bids for Project #21-15L for the Rio Vista Middle School Gymnasium HVAC Replacement. The following companies submitted bids in the order listed. This Project is tentatively scheduled to be completed by September 15, 2022.

CONTRACTOR	BASE BID	Total Bid
Smith MEP Bid)	\$1,200,800.00	\$1,200,800.00 (Lowest
Bon Air	\$1,242,000.00	\$1,242,000.00
Boneso Bros.	\$1,420,000.00	\$1,420,000.00
AP Construction	\$1,650,000.00	\$1,650,000.00
LA Air Conditioning	\$2,132,500.00	\$2,132,500.00

[21-15L SMITH MEP FINAL Recommendation to Award Letter for January 2022 Rio Board Mtg 1 10 22.pdf \(32 KB\)](#)

[Smith Bid Form.pdf \(280 KB\)](#)

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93036
Attn: Dr. John Puglisi, Superintendent

January 10, 2022

Subject: Request for Board Approval to Award Project at Rio Vista Middle School

Re: RSD Project #21-15L Rio Vista Middle School Gymnasium HVAC Replacement, Oxnard, Ca.
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids for RSD Project #21-15L, Rio Vista Middle School Gymnasium HVAC Replacement Oxnard, Ca. The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by September 15, 2022.

CONTRACTOR	BASE BID	Add Alternate (Not accepted)	Total Bid
<i>Smith MEP</i>	\$1,200,800.00	n/a	\$1,200,800.00
Bon Air	\$1,242,000.00	n/a	\$1,242,000.00
Boneso Bros.	\$1,420,000.00	n/a	\$1,420,000.00
AP Construction	\$1,650,000.00	n/a	\$1,650,000.00
LA Air Conditioning	\$2,132,500.00	n/a	\$2,132,500.00

It is our recommendation that the Rio School District, per authorization by the Board of Education at its January 19, 2022 board meeting, proceed with issuing a Notice of Award to Smith Mechanical-Electrical-Plumbing.

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

Respectfully



Keith Henderson
Senior Project Manager, Balfour Beatty Construction

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

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

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

Add/Alternate Bid No. 1

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

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

Addenda No. 1, dated 12/17/2021 through No. 3, dated 12/27/2021, received, acknowledged and incorporated into this bid.

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

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

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

- 00210 Bid Form
- 00215 Designation of Subcontractors
- 00218 Contractors Registration Certification (DIR)
- 00220 Non-Collusion Affidavit
- 00222 Certification of Prevailing Wage
- 00230 Contractor's Statement of Experience
- 00240 Acknowledgment of Bidding Practices Regarding Indemnity
- 00300 Bid Bond

The bidder acknowledges that if this bid is not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

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

License Number: _____
 Class ^{A, B, C2, C4} ~~C7, C9, C10~~ Expiration date 3/31/2022 Class _____ Expiration date _____
 Class ^{C16, C20,} ~~C36, C43~~ Expiration date _____ Class _____ Expiration date _____

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

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

perform that portion of the Work itself and that it shall perform that portion of the Work.
(In addition, refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractor's list of the contract documents.)

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

(Corporate Seal)



Signature of Bidder's Authorized Representative

Michael Brannon

Typed or Printed Name

President

Title

mbrannon@smithmep.com

E-mail Address of Bidder's Authorized Representative

Department Of Industrial Relations Registration Number

January 4, 2022

Date

END OF SECTION

SECTION 00400

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (this "Agreement") is made this **19 day of January 2022**, between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, hereinafter called the "District," and **Smith Mechanical-Electrical-Plumbing**, hereinafter called the "Contractor." District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

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

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

Rio Vista Middle School Gym HVAC Replacement, RSD Project # 21-15L

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

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

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of "**One Million, Two Hundred Thousand, Eight Hundred Dollars**" (\$1,200,800.00). The Contract Price is based upon the Contractor's Base Bid. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

5. Hold Harmless Agreement. The Contractor shall defend, indemnify and hold harmless the District, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses,

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

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

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

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

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

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

6. Examination and Audit. Pursuant to California Government Code Section 8546.7, the Parties shall be subject to an examination and audit by the California State Auditor General for a

period of three (3) years after final payment of the contract limited to those matters connected with the performance of the contract.

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

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

Section	Description
00010	Notice to Contractors Calling for Bids
00100	Instructions for Bidders
00210	Bid Form (Submit with Bid)
00215	Designation of Subcontractors (Submit with Bid)
00218	Contractors Registration Certification (DIR) (Submit with Bid)
00219	SB 854 Language for Small Contracts
00220	Non-Collusion Affidavit (Submit with Bid)
00222	Certification of Prevailing Wage (Submit with Bid)
00230	Contractor's Statement of Experience (Submit with Bid)
00240	Acknowledgement of Bidding Practices Regarding Indemnity (Submit with Bid)
00250	DVBE Requirements and Forms
00300	Bid Bond (Submit with Bid)
00400	Agreement for Construction Services
00405	Labor and Material Payment Bond
00410	Performance Bond
00415	Certificate of Workers' Compensation
00417	Drug-Free Workplace Certification
00418	Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus
00419	Contractor Certification Regarding Background Checks
00420	Guarantee Form
00430	Substitution Form
00440	Conditional Waiver and Release upon Progress Payment
00442	Unconditional Waiver and Release upon Progress Payment
00447	Conditional Waiver and Release upon Final Payment
00450	Unconditional Waiver and Release upon Final Payment
00460	Escrow Agreement for Security Deposits in Lieu of Retention
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M-101 MECHANICAL SCHEDULES
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M-202 GYMNASIUM DEMOLITION ROOF PLAN
M-301 GYMNASIUM MECHANICAL FLOOR PLAN
M-302 GYMNASIUM MECHANICAL ROOF PLAN
M-400 MECHANICAL DETAILS
EN-100 ENERGY FORMS
EN-101 ENERGY FORMS

ELECTRICAL

E-100 GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS, ETC.
E-101 GENERAL ELECTRICAL SPECIFICATIONS SHEET
E-200 SITE POWER PLAN
E-201 ELECTRICAL SINGLE LINE DIAGRAM
E-301 GYMNASIUM MECHANICAL POWER PLAN
E-302 GYMNASIUM MECHANICAL ROOF POWER PLAN
E-400 ELECTRICAL SCHEDULE FOR MECHANICAL EQUIPMENT

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

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

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

10. Contractor's License; Department of Industrial Relations Registration. The Contractor must possess throughout the Project a **(C20) Warm-Air Heating, Ventilating, and Air-Conditioning Contractor**, issued by the State of California, which must be current and in good standing. Contractor shall only employ subcontractors who possess the requisite licenses, which must be current and in good standing.

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

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

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

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

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

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

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

DISTRICT

RIO SCHOOL DISTRICT

1800 Solar, 3rd Floor
Oxnard, Ca 93036

By: _____

Wael Saleh
Assistant Superintendent
of Business Services

CONTRACTOR

Smith-Mechanical-Electrical-Plumbing

1340 W. Betteravia Road

Santa Maria, CA. 93455

By: _____

Name: Michael Brannon
Title: President

(CORPORATE SEAL)

SECTION 00405

**LABOR AND MATERIAL PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS, the Rio School District (the "Obligee") has awarded to Smith Mechanical-Electrical-Plumbing (the "Principal") a contract for the Work commonly described as the:

Rio Vista Middle School Gym HVAC Replacement, RSD Project #21-15L

(the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated January 20, 2022, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

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

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

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **RIO SCHOOL DISTRICT**, as Obligee, for payment of the penal sum of **One Million, Two Hundred Thousand, Eight Hundred Dollars (\$1,200,800.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

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

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

This obligation shall be, and remain, in full force and effect for a period of ten (10) years.

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2022 by their duly authorized agents or representatives.

(Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

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

(Address)

() _____
(Area Code and Telephone Number of Surety)

IMPORTANT: THIS FORM IS REQUIRED.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

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

END OF SECTION

SECTION 00410

**PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS, the Rio School District (the "Obligee") has awarded to Smith Mechanical-Electrical-Plumbing (the "Principal") a contract for the Work commonly described as:

Rio Vista Middle School Gym HVAC Replacement RSD Project #21-15L

(the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated **January 20, 2022**, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

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

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **RIO SCHOOL DISTRICT**, as Obligee, for payment of the penal sum of **One Million, Two Hundred Thousand, Eight Hundred Dollars (\$1,200,800.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This obligation shall be, and remain, in full force and effect for a period of ten (10) years from the date of execution.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2022 by their duly authorized agents or representatives.

(Corporate Seal)

(Principal Name)

By: _____

(Signature)

(Typed or Printed Name / Title)

(Corporate Seal)

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(Address)

() _____

(Area Code and Telephone Number)

IMPORTANT: THIS FORM IS REQUIRED.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

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

END OF SECTION

SECTION 00415

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____
(Name) (Title)

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

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

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

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

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

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

By: _____
(Signature)

(Date)

END OF SECTION

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SECTION 00417

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Signature of Bidder

Handwritten or Typed Name

END OF SECTION

SECTION 00418

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

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

Date: _____

Contractor

By: _____
Signature

END OF SECTION

SECTION 00419

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed the following:
[Contractor]

Pursuant to Education Code Section 45125.1, the Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to **Rio School District**, pursuant to the contract/purchase order, dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

AND

Pursuant to Education Code Section 45125.2, the Contractor will ensure the safety of pupils by one or more of the following methods:

(1) The installation of a physical barrier at the worksite to limit contact with pupils.

(2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____, 20__

[Contractor]

By its: _____

END OF SECTION



10.14



Agenda Item Details

Meeting	Jan 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Approval of Change Order #3 from Los Angeles Engineering for Project 21-12L, Rio Del Valle Phase 1 Sports Field
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	132,531.19
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve Change Order #3 from Los Angeles Engineering for Project 21-12L, Rio Del Valle Phase 1 Sports Field

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order consists of three components:

- Move demolition of Old Field House from Phase #2 work to Phase #1 for the RDV Sports Field Complex Project which is in the best interest of the District. By demolishing the Old Field House in Phase 1, it removes the potential for criminal behavior and vandalism due to its location.

\$17,650.46

- Add additional landscaping, trees and irrigation at new parking lot moved from Phase #2 to Phase #1 to accompany the new parking lot which was moved from Phase 1 to Phase 2.

\$9,502.38

- Provide additional top soil for grass playfield area.

\$105,278.35

Total: \$132,531.19

Balfour Beatty

Construction

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

December 31, 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 #3 to Los Angeles Engineering, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #3 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. 3 Los Angeles Engineering, Inc:

- a) RFCO#012: Move Demolition of Old Field House from Phase #2 Work to Phase #1
Cost: \$17,650.46
- b) RFCO#013: Additional Landscaping, Trees & Irrigation at New Parking Lot
Cost: \$9,502.38
- c) RFCO#014: Provide Additional Topsoil for Grass Playfields
Credit: \$105,378.35

PCO No.3 Total Cost: \$132,531.19

Total CO #3	\$ 132,531.19
Previous Approved CO's	\$ 113,340.08
Original Contract	\$ 4,816,000.00
Revised Contract	\$ 5,061,871.27

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 3
12-31-2021**

PROJECT NO: RSD 21-12L

CO NO: 3

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	\$ 113,340.08
This Change Order	\$ 132,531.19
Adjusted Contract Amount	\$ 5,061,871.27

TIME:

Original Contract Completion Date	February 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	15
Adjusted Contract Completion Date	March 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 12/31/21 _____

Rio School District
 Project No RSD 21-12L
 RDV PH1 Sports Field Complex

CO #
 12/31/202

Original Contract

\$ 4,816,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
RFCO#12	LAENG	Move Demolition of Old Field House from Phase #2 Work to Phase #1 for the RDV Sports Field Complex Project	After Reviewing the Phase #2 work for the Removal of the Old Field House, it was determined that it would be in the best interest of the District to Demolish this Structure in Phase 1 to remove the potential for Criminal Behaviour and Vandalism due to its location. A savings also occurred due to Contractor Eqmpt onsite.	\$ 17,650.46
RFCO#13	LAENG	Additional Landscaping, Trees and Irrigation at New Parking Lot moved from Phase #2 to Phase #1	As a part of RDV Sportsfield Complex Project we moved the new parking lot from Phase #1 to Phase #2 in which we found we needed to add additional Landscaping, Trees and Irrigation to cover additional planting areas. Rio MOT Reviewed and approved the added Landscaping as being needed to fill void areas	\$ 9,502.36
RFCO#14	LAENG	Provide Additional Top Soil for Grass Playfield Area	During the old Sod Removal of the Entire Playfield at RDV, it was discovered that the Contractor needed to remove 12"-14" of Crab Grass in Lieu of 6"-8" due to deep Crab Grass Root Embedment. Upon completing all subgrade Grading/Compacting Operations it was determined that there was an additional import Soils need of 3600 Cubic Yards of Surface Grade Top Soil to meet the 12" Soils Cap over Gopher Mesh for Grass Hydro-Seeding	\$ 105,378.35

Total CO #3	\$ 132,531.19
Previous Approved CO's	\$ 113,340.08
Original Contract	\$ 4,816,000.00
Revised Contract	\$ 5,061,871.27

