



**SCHOOL**  

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**DISTRICT**

**EDUCATING LEARNERS FOR THE 21ST CENTURY**

**REGULAR  
BOARD MEETING**

**February 16, 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, February 16, 2022  
RSD Regular Board Meeting**

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

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

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

**2. Approval of the Agenda**

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

**3. Public Comment-Closed Session**

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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**

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- 4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] 6010351
- 4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and 2022/2023; Superintendent Mid Year Evaluation
- 4.4 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.**

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- 5.1 Report of Closed Session

**6. Public Hearing**

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- 6.1 Public Hearing to Establish Trustee Areas and Elections-by-Trustee Areas (Elections Code § 10010)
- 6.2 Public Hearing of Sunshine of CSEA, Chapter 329, Contract Reopeners to District
- 6.3 Public Hearing of Sunshine of District Reopeners to CSEA, Chapter 329

**7. Presentations/Recognitions**

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- 7.1 Rio Del Valle Student Leadership Report
- 7.2 Rio del Valle Cadet Elective Report

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**8. Communications**

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**8.1 Acknowledgement of Correspondence to the Board****8.2 Board Member Reports****8.3 Organizational Reports-RTA/CSEA/Other****8.4 Superintendent Report**

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

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**9. Information**

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**9.1 Business Services Report****9.2 Educational Services Report****9.3 Human Resources Updates****9.4 Annual Update to the 2021-22 LCAP and Budget Overview for Parents**

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**10. Discussion/Action**

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**10.1 Adopt Resolution Regarding Criteria to Guide the Creation of Trustee Areas**

**10.2 Approval of Resolution 21/22-12 Authorizing the Issuance of Election of 2018, Series E and F Bonds and Refunding Bonds, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions**

**10.3 Approval of Sunshine of CSEA Chapter 329 Contract Reopeners to Rio School District****10.4 Approval of Sunshine of District to CSEA 329 Contract Reopeners****10.5 Approval of COVID MOU with Rio Teachers' Association****10.6 Ratification of the MOU with the Rio Teachers' Association regarding Retirement Incentive****10.7 Approval of the Expanded Learning Opportunities Grant Plan****10.8 Approval of the 21/22 School Safety Plans for all School Sites****10.9 Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of June 30, 2021.**

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**11. Consent**

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**11.1 Approval of the Consent Agenda****11.2 Approval of the Minutes of the Special Board Meeting of August 28, 2021.****11.3 Approval of the Minutes of the Regular Board Meeting of January 19, 2022****11.4 Ratification of the Commercial Warrant for January 7, 2022 through February 8, 2022****11.5 Approval of February Personnel Report**

11.6 Approval of the Mediated Settlement Agreement and Revised Rio del Valle Bell Schedule

11.7 Approval of Rio Real 8th Grade Trip to Camp Gilmore, Malibu Canyon, CA through Wilderness Outdoor Leadership Foundation

11.8 Approval of the 2020-2021 2nd Quarter Williams Ventura County Office of Education Activity Report

11.9 Approval of the Contract with the Boys and Girls Club of Greater Oxnard for the Extended Learning Opportunities Program

11.10 Approval of the Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services

11.11 Approval of the Contract for Occupational Therapy Services Specialist

11.12 Approval of the Contract for Social Emotional Services Specialist

11.13 Approval of the Contract for Occupational Therapy Services

11.14 Approval of the Proposal from Kruger, Benson and Ziemer Architects for Landscape and Architectural Services for the Rio del Sol Playground Project

11.15 Approval of the Agreement with Parker and Covert, LLP for Bond and Disclosure Service

11.16 Approval of the Rio Vista HVAC Project DSA Inspection Proposal from Kenco

11.17 Approval of Change Order #4 Los Angeles Engineering Project 21-12L RDV Sports Field

**12. Organizational Business**

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12.1 Future Items for Discussion

12.2 Future Meeting Dates: March 16, 2022

**13. Adjournment**

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13.1 Adjournment



4.1





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] 6010351
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

The Governing Board will discuss the Consideration of Student Discipline- Expulsion [Education Code 48918] Expulsion of Student 6010351.

**Administrative Content**

**Executive Content**





4.2





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Type	Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**









**Agenda Item Details**

Meeting Feb 16, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and 2022/2023; Superintendent Mid Year Evaluation

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





4.4





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.4 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	Feb 16, 2022 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Public Hearing to Establish Trustee Areas and Elections-by-Trustee Areas (Elections Code § 10010)
Access	Public
Type	Discussion, Information

### 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 second 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 first public hearing was held at the Board’s regular meeting on January \_\_, 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 02\_16\_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, February 16, 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](https://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](mailto: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](mailto:scervantez@rioschools.org)

(805) 485-3111 ext. 2102



6.2





**Agenda Item Details**

Meeting Feb 16, 2022 - RSD Regular Board Meeting

Category 6. Public Hearing

Subject 6.2 Public Hearing of Sunshine of CSEA, Chapter 329, Contract Reopeners to District

Access Public

Type

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

**Rationale:**

The public will have the opportunity of comment.

Public Hearing CSEA to RSD 2-16-2022.doc (25 KB)

**Administrative Content**

**Executive Content**



**PLEASE POST BY FEBRUARY 4, 2022**

RIO SCHOOL DISTRICT  
1800 SOLAR DRIVE  
OXNARD, CALIFORNIA

**NOTICE OF  
PUBLIC HEARING**

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 329 INITIAL PROPOSAL FOR  
NEGOTIATIONS OF THE 2021-2024 SUCCESSOR  
AGREEMENT WITH THE RIO SCHOOL DISTRICT

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on February 16, 2022, at the Rio School District Board Room, 1800 Solar Drive, Oxnard, CA 93030 beginning at 6:30 p.m. Copies of the initial proposals have been distributed to and are available at:

Rio School District, 1800 Solar Drive, Oxnard, CA 93030  
All Rio School District School Sites

**PLEASE POST BY FEBRUARY 4, 2022**





## **INITIAL PROPOSAL – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIO CHAPTER 329**

The California School Employees Association (CSEA) and its Rio Chapter 329 with this initial proposal notifies the Oxnard Elementary School District of CSEA's intent to modify or amend the contract and negotiate a number of articles within the collective bargaining agreement.

### **ARTICLE 4 – SALARY**

CSEA proposes to make changes to the Section 3: Differentials/Stipends which may include additional stipends for employees performing substitute duties.

### **ARTICLE 6 – EMPLOYEE BENEFITS**

CSEA proposes to make changes to Section 2: Health Insurance which may include an increase to the employer health benefits cap.

### **ARTICLE 8 – VACATION**

CSEA proposes to make changes to Section 1: Vacation Leave which may include changes to the current vacation accrual rates.

### **ARTICLE 9 – LEAVES**

CSEA proposes to make changes to the existing leave language which may include changes to the procedures for coordination of benefits.

### **ARTICLE 12 – TRANSFERS AND PROMOTION**

CSEA proposes to make changes to the transfer article, which may include amendments to the frequency of employees' ability to undergo voluntary transfers.

### **ARTICLE 13 – EVALUATION PROCEDURE**

CSEA proposes to make changes to Section 4: Evaluation Process which may include amendments to the immediate supervisor tasked with performing employee evaluations.

### **ARTICLE 16 – UNIFORMS**

CSEA proposes to make changes to Section 1 which may include the addition of classifications eligible to receive a uniform allowance.

### **ARTICLE 17 – TERM OF AGREEMENT**

CSEA proposes to make changes to the term of this agreement to reflect the updated duration of this contract following negotiations.

### **ARTICLE 19 – RECLASSIFICATION**

CSEA proposes to add an additional article detailing and the process of reclassification of classified employees.

CSEA reserves the right to open additional articles during the course of these successor negotiations, subject to the appropriate notice requirements under the law and CSEA policies.

Should you have any questions or concerns, please do not hesitate to contact us. Please proceed with any requirements for posting prior to negotiations.

6.3





**Agenda Item Details**

Meeting Feb 16, 2022 - RSD Regular Board Meeting

Category 6. Public Hearing

Subject 6.3 Public Hearing of Sunshine of District Reopeners to CSEA, Chapter 329

Access Public

Type

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

**Rationale:**

The public will have the opportunity to comment.

[Public Hearing RSD to CSEA 2-16-2022.doc \(25 KB\)](#)

**Administrative Content**

**Executive Content**



**PLEASE POST FEBRUARY 2, 2022**

RIO SCHOOL DISTRICT  
1800 SOLAR DRIVE  
OXNARD, CALIFORNIA

**NOTICE OF  
PUBLIC HEARING**

RIO SCHOOL DISTRICT INITIAL PROPOSAL FOR  
NEGOTIATIONS OF THE 2021-2024 SUCCESSOR  
AGREEMENT WITH THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, CHAPTER 329

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on February 16, 2022, at the Rio School District Board Room, 1800 Solar Drive, Oxnard, CA 93030 beginning at 6:30 p.m. Copies of the initial proposals have been distributed to and are available at:

Rio School District, 1800 Solar Drive, Oxnard, CA 93030  
All Rio School District School Sites

**PLEASE POST FEBRUARY 2, 2022**







**SCHOOL  
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**Board of Trustees**

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

**John D. Puglisi, Ph.D., Superintendent**

**Rio School District's  
Sunshine Proposal for the 2021-2022 School Year  
Initial Contract Reopens the California School Employee Association, Chapter 329  
January 19, 2022**

Definitions – may want to review the definition

Article 1.2 – in 2018 the Education Code was amended to include part-time noon duty supervisors within the definition of a “classified employee.” Not sure if this has been discussed with CSEA and/or whether CSEA has included these employees within the bargaining unit. We should discuss strategy and whether to wait for CSEA to demand to include noon duty supervisors within the bargaining unit.

Article 2 - Association Rights: need to modify the language to ensure compliance with the Janus decision, and language requiring CSEA to reimburse the District for union leaves in accordance with the Education Code.

Article 4 – Salary

Article 6 – Employee Benefits: need to ensure compliance with Affordable Care Act requirements, consider changes in FUND 20 and consider modification in contributions (pursuant to Board’s direction). Also 6.2.3, may need to modify definition of “eligible family member.”

Article 7 – Holidays: need to add Juneteenth in accordance with agreement with CSEA.

Article 9 – may want to consider modifying PN leave to require a specific deadline for notice (such as at least 24 hours unless circumstances prohibit) rather than “as much advance notice as possible.”

Article 13 – Evaluation Procedure: need to modify to reflect 6 month probationary period adopted by Education Code and update in accordance with Board’s direction.



9.1





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 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:

- Governor's Budget Proposal

**Administrative Content**

**Executive Content**



9.2







### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- ELD Student Learning Report
- Districtwide Learning Assessment Report
- Single Plan for Student Achievement Overview

### Administrative Content

### Executive Content









**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.3 Human Resources Updates
Access	Public
Type	Information

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID/Attendance Update

**Administrative Content**

**Executive Content**



9.4







### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.4 Annual Update to the 2021–22 LCAP and Budget Overview for Parents
Access	Public
Type	Information

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services and Veronica Rauschenberger, Director of School and Systems Improvement

### Rationale:

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to **present an update** on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or **before February 28, 2022, at a regularly scheduled meeting of the governing board** or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual **Update** for the 2021–22 LCAP (2021–22 Supplement);
- All **available mid-year outcome updated data** related to metrics identified in the 2021–22 LCAP; and
- Mid-year **updated expenditures and implementation data** on all actions identified in the 2021–22 LCAP

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption in June of 2022.

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP in June of 2022."

RSD Board Presentation - Supplement-MidYear 2\_3\_2022.pdf (611 KB)

2022\_Supplement\_to\_Annual\_Update\_for\_2021-22\_LCAP\_Rio\_Elementary\_School\_District\_20220203 (3).pdf (510 KB)

2021\_LCAP\_Mid-Year\_Report\_Rio\_Elementary\_School\_District\_20220203 (2).pdf (953 KB)

### Administrative Content

### Executive Content



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# Mid-Year LCAP Update

February 16, 2022

Governing Board Meeting  
Educational Services Presentation

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**Rio School District**

## Background

Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the annual update to the 2021–22 LCAP and budget overview for parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2021–22 LCAP;
  - All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
  - Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.
-

## Impact to the Budget Overview for Parents

When the Rio School District adopted our LCAP and Budget on June 30, 2021, the state budget act was not complete. The adopted state budget included additional funds that were not anticipated by our district. The impact to our adopted Budget Overview for Parents is as follows:

Item	As adopted in BOP	Amount per Budget Act
Total LCFF Funds	\$55,146,315	\$55,977,620
LCFF Supplemental/ Concentration Grants	\$10,835,891	\$11,644,071

## Supplement for the Annual Update for the 2021–22 LCAP (5 Prompts)

<p>A description of LEA educational partner engagement on the use of funds provided through the Budget Act of 2021</p>	<p>Pg 1</p>
<p>A description of how the LEA used the additional concentration grant add-on funding to increase staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.</p>	<p>Pg 2</p>
<p>A description of how the LEA engaged its educational partners on the use of one-time federal funds received to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.</p>	<p>Pg 3</p>
<p>A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation. [ESSER III Plan]</p>	<p>Pg 4</p>
<p>A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.</p>	<p>Pg 5</p>

## Summary of Supplemental Plans to the LCAP

- Expanded Learning Opportunities Grant / Expanded Learning Program
    - Summer Programs, Spring Intersession, Saturday Programs, Expanded after-school programs, jump start programs
  - Educator Effectiveness Block Grant
    - TOSA coaching, professional development and SEL support
  - Pre Kindergarten Planning and Implementation Grant
    - Expanding after school programs for TK and planning for expanded TK
  - ESSER III
    - Full time teachers for lower class ratios and Independent Study Program
    - Additional Counselors in the middle schools
    - Addition LVNs, custodial support, additional campus supervisors and hours for office support
    - Expanded family outreach
    - Additional hours for teachers
-

# Successes and Challenges

## Successes:

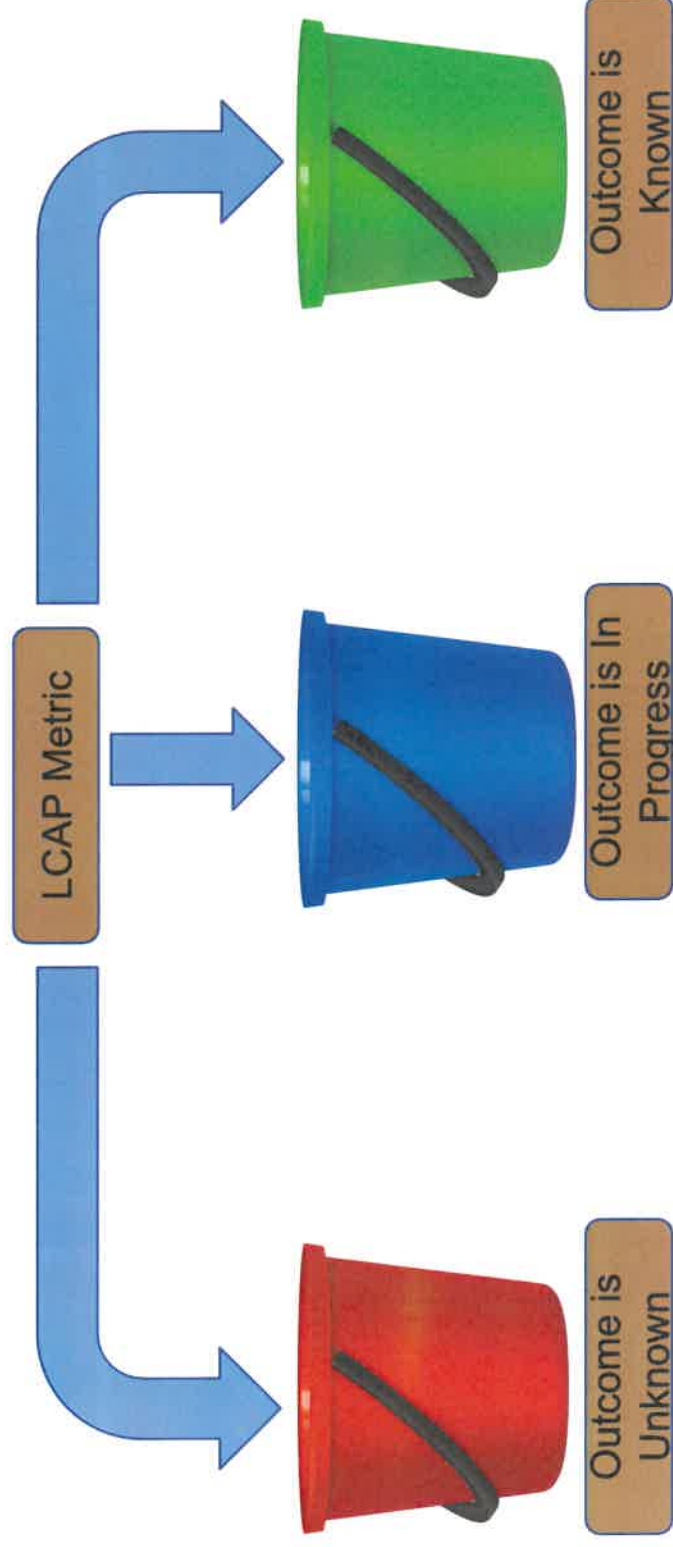
- \* HVAC project in progress
- \* TOSAs hired and are supporting school sites
- \* Summer programming provided
- \* independent study program option (150 students).
- \* Extra LVNs provided
- \* Extra custodial support provided and support for safely re-opening

## Challenges:

- \* Staffing - Difficulties with staffing, specifically substitute teacher shortages due to COVID 19 related staff and substitute teacher absences. This has added additional stress on all parts of the organization.
- \* The addition of extra LVNs sometimes does not meet the heavy demands to support existing Covid19 protocols and procedures.
- \* Delays in installation and replacements of HVAC units
- \* Student absences and the demands on office staff to support student absences due to COVID-19 and follow up with short term independent study options

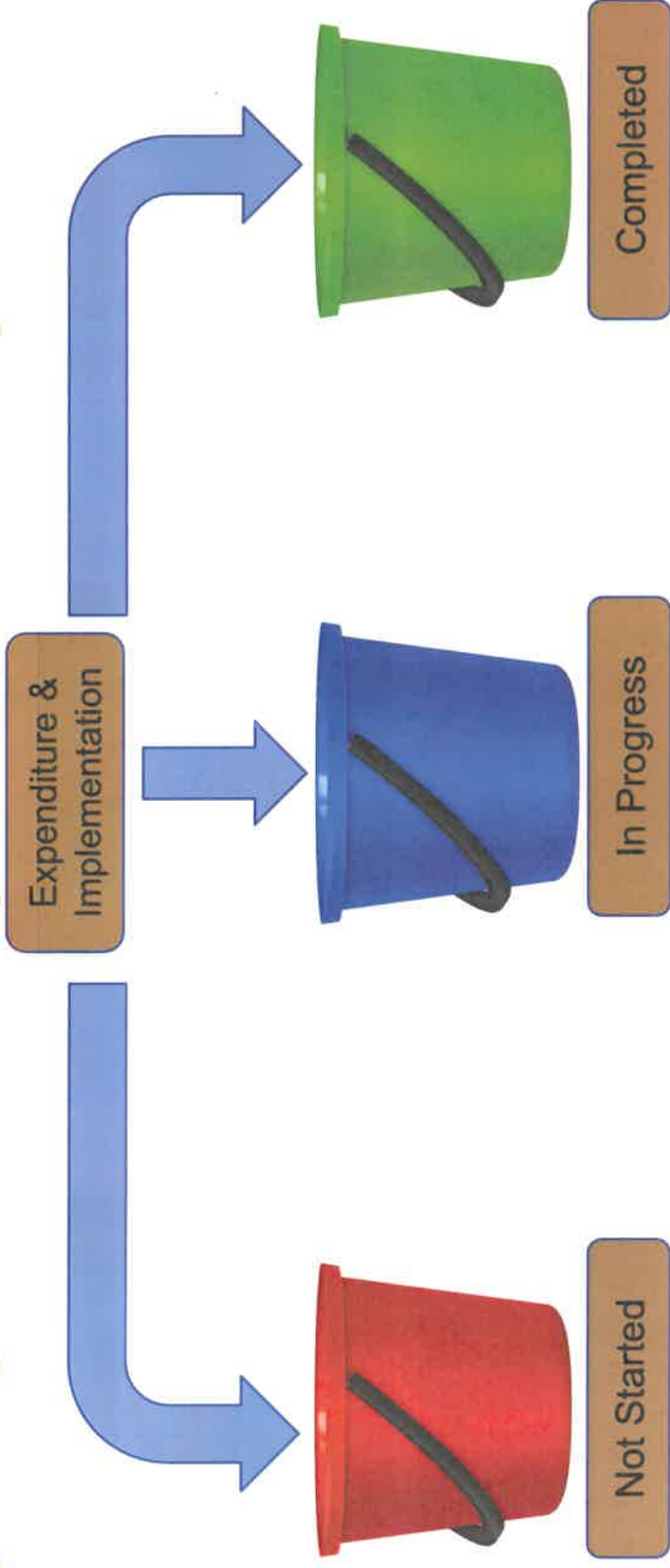


## Mid-year Update: LCAP Metrics



At this point in the school year, some metric outcomes are Unknown, some are In Progress, and some are Known. The metrics for each LCAP goal will be shared on the following slides.

# Mid-year Update: LCAP Expenditures and Implementation



Similarly, at this point in the school year, some LCAP actions have Not Started, some are In Progress, and some have been Completed. An update of LCAP actions will be shared with expenditures through the First Interim budget update.

## **LCAP Goals**

- 1. Broad Goal: Provide world class educational opportunities that support positive and healthy "Pupil Outcomes" for all students.*
  - 2. Maintenance Goal: Provide thriving "Conditions for Learning" that will provide all students with the 5C's; collaboration, communication, critical thinking, caring and creativity.*
  - 3. Focus Goal: Maintain and strengthen learning environments that fully "Engage" and provide enriching opportunities that support academic standards*
-

# LCAP Metrics

<p><b>LCAP Goal 1 - Metrics</b> <b>Mid-Year Report pg 2-5</b></p> <ul style="list-style-type: none"><li>● CAASPP Data: Math, ELA and Science</li><li>● English Learner Reclassification Rate</li><li>● ELPAC Assessments</li><li>● Attendance</li></ul>	<p><b>LCAP Goal 2 - Metrics</b> <b>Mid-Year Report pg 11-14</b></p> <ul style="list-style-type: none"><li>● Facilities (FIIT)</li><li>● Outdoor Learning Spaces</li></ul>	<p><b>LCAP Goal 3 - Metrics</b> <b>Mid-Year Report pg 16-5</b></p> <ul style="list-style-type: none"><li>● Connectedness and Safety</li><li>● Absenteeism Rates</li><li>● Suspension and Expulsion Rates</li><li>● Survey Results (Youth Truth/CHKS)</li></ul>
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# LCAP Actions

<p><b>LCAP Goal 1 - Actions</b> <b>Mid-Year Report pg 6-10</b></p> <ul style="list-style-type: none"> <li>● Implementation of state standards</li> <li>● Intervention</li> <li>● Kindergarten</li> <li>● Dual Immersion</li> <li>● Class Size Reduction</li> <li>● Expanded Learning</li> <li>● EL supports/ RFEP</li> <li>● Professional development</li> </ul>	<p><b>LCAP Goal 2 - Actions</b> <b>Mid-Year Report pg 14-16</b></p> <ul style="list-style-type: none"> <li>● Transportation</li> <li>● Technology</li> </ul>	<p><b>LCAP Goal 3 - Actions</b> <b>Mid-Year Report pg 20-26</b></p> <ul style="list-style-type: none"> <li>● Tiered Intervention</li> <li>● Course Access</li> <li>● Counseling Services / SEL</li> <li>● Expanded learning</li> <li>● English learner/RFEP services</li> <li>● Parent Engagement &amp; Community Partnership</li> </ul>
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## Closing

The continuing impacts of the COVID-19 Pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges the first half of the school year.

Despite these challenges, the Rio School District is committed to implementing the LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students to continue our reach for excellence.

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EDUCATING LEARNERS FOR THE 21ST CENTURY

## Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Rio Elementary School District	Dr. John Puglisi Superintendent	jpuglisi@rioschools.org 805-485-3111

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

Educational partner involvement continues to be a key component in identifying student needs as well as developing the necessary actions to meet the goals of providing a successful and quality learning experience for all students. The Rio School District continuously seeks and encourages educational partner feedback through district community meetings with the superintendent, leadership meetings, curriculum council meetings, ongoing parent surveys, phone calls, emails, staff meetings, parent meetings, School Site Council, ELAC, PAC and PELAC meetings, LCAP community meetings and public board meetings. In addition to providing time to receive feedback, school sites and district meetings regularly provide updated information on budgets, plans and progress toward goals. All parent meetings are in English and Spanish, parent surveys are provided in English and Spanish and additional support is provided to our Mixteco parent population through MICOP promotora collaboration.

Previous engagement opportunities include all meetings indicated on the LCAP, page 5 under "Stakeholder Engagement (and found at our

website <https://rioschools.org/departments/educational-services/lcfficap/> ) but more recently include:

Rio School District Board Meetings: 8/18/21, 9/15/21, 10/20/21, 11/17/21, 12/15/21, 1/19/22, 2/16/22  
LCAP Community Meeting: 2/22/22  
PAC/PELAC Meetings: 10/18/21, 12/6/21, 1/24/22  
Rio Parent Webinars: 8/9/21, 9/20/21, 10/25/21, 11/15/21, 11/29/21, 2/22/22  
Curriculum Council Meetings: 12/13/21, 12/14/21, 1/11/22, 1/24/22  
Youth Truth Parent, Student and Staff Surveys: 1/2022

After the 2021-2022 LCAP adoption, the following funds provided through the Budget Act of 2021 were approved to further support the LCAP goals and actions of the district:

LINK to Educational Services where all plans are located: <https://rioschools.org/departments/educational-services/>

Elementary and Secondary School Emergency Relief to provide expanded social and emotional support for students and safety in re-opening for in-person instruction

Educator Effectiveness Block Grant to provide expanded district instructional coaches (TOSA/COSA) support

Expanded Learning Opportunities Grant to provide additional learning opportunities for students after school, on Saturdays and during the summer.

Educational partner input from the various meetings, surveys and the supporting plans listed above resulted in the plans for the supplement to the LCAP.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Eight of the nine schools in the Rio School District have greater than 55% unduplicated enrollment of students who are low-income, English learners, and/or foster youth. The additional concentration grant add-on funding supports staffing to maintain lower class sizes by helping to retain 17 full-time equivalent teachers, at schools that have experienced declining enrollment, in the 2021-2022 school year, it also supports additional custodial support to help maintain safe in-person instruction. Additional funds and plans approved after the adoption of the LCAP also provide direct access to expanded counselor support, additional instructional assistants to support student literacy and behaviors on campuses, additional campus supervisors for safety measures, additional outreach to our Mixteco and low socio-economic population, staffing support for Saturday school, staffing for long term independent study and supplemental transportation costs.



A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

As part of our annual LCAP process, the Rio School District connected with the following educational partners to discuss how the district should prioritize recovery efforts specifically in the areas of safe in-person learning, lost instructional time, and other pandemic impacts:

- Students
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units.
- Indian Education Tribal consortium coordinator, Community Advocacy/Civil Rights Groups and Community based Representatives

Documentation related to these educational partner engagement efforts can be found at <https://rioschools.org/departments/educationalservices/lcfficap/>

Community Stakeholder involvement from all community groups is a key component in identifying student needs as well as developing the necessary goals and actions to provide a successful and quality learning experience for all students. In addition, parental involvement is particularly important during this unprecedented and challenging time of distance learning. Rio School District continuously seeks and encourages community feedback through on-going parent surveys, phone calls, emails, staff meetings, parent meetings, School Site Council, ELAC, PAC & PELAC meetings, LCAP community meetings and public board meetings. Per parent input, the Rio School District uses one communication system (Parent Square) to communicate with parents by providing emails and text messages as well as automated phone calls in the specified home language. Specifically, the Pac/PELAC meeting on 12/6/21 and 1/24/211 focused on LCAP review and input and LCAP budget and input. An additional LCAP community meeting is planned for 2/22/22 to offer additional opportunities for the broader community to provide input into the needs of the community. This input will be used to assist this district in the ongoing review and plans of addressing the needs of students and impacts of COVID-19 on learning.

Educational partner participation at school site and district meetings has increased throughout the pandemic through expanded access of technology and online meeting platforms such as Google Meet and Zoom. Online meetings offered ways for parents to engage in providing input for safely re-opening schools and addressing the impacts of distance learning. Community meetings included information and opportunity for feedback about the Learning Continuity and Attendance Plan (2021-2022 LCAP), the ESSER III expenditure plan, the Expanded Learning Opportunity Plan and the Educator Effectiveness Block Grant. The input received assists the Rio School District in adjusting, where appropriate, to the needs of accelerating student learning to mitigate the impacts of distance learning. The input received continues to prioritize emotional supports for students, engaging students in school to improve attendance and providing safe schools as we re-open for in-person learning.

The following link provides the website location of the plans used to support student learning while we safely re-open schools: <https://rioschools.org/departments/educational-services/>

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

The Rio School District has hired additional staff, Teacher on Special Assignment (TOSA) and Counselor on Special Assignment (COSA), to help support school sites with expanding learning support, accelerating learning, refining the MTSS process and providing behavioral supports in response to an increased need during the return to in-person instruction. One success has been the collaboration of the district behaviorist, county SELPA support and counselors to provide professional development to teachers and targeted support to students exhibiting high needs in the areas of behavior and emotional distress. As students returned to in-person instruction feelings and experiences of anxiety and stress were shared from all stakeholder groups. Teachers and support staff have expressed the need to teach children how to socialize with peers and how to adjust to school routines and expectations while supporting sustained engagement in classroom practices. The Rio School District has responded by attempting to provide as much additional support as appropriate but due to COVID-19 outbreaks staffing has been significantly impacted. The district human resource department continues to make significant efforts to recruit additional staffing in order to support school site needs. Additional counselors have been hired and are being supported by the district COSA while they adjust to their new positions.

The Rio School District continues to provide access to devices and increase connectivity to our low socio-economic communities. This support continues to be necessary while high numbers of students participate in Independent Studies programs while out for COVID related reasons.

Safety supplies continue to be provided in response to COVID-19 needs and public health guidelines. Contracts for LVN services at school sites have been extended to maintain support in school health offices. LVN staffing services continue to be impacted with staffing challenges as well. This results existing support covering multiple sites and additional hours for current employees in order to support contact tracing and COVID-19 prevention and safety responses.

Despite declining enrollment and significant loss of daily attendance, the Rio School District maintained Full-time equivalent teachers to support lower class size ratios.

The Rio School District has expanded access to after school programming and extended day on Saturdays for an increased number of students with the support of the ELO grant funds. Staffing shortages continues to be a challenge for expanded learning programs as well. Ongoing recruitment for program staff and teachers to support extended learning continues to be a priority.

An additional parent liaison was hired to support the families most at need in our community. The additional liaison and additional counselors have expanded access to community supports, basic needs and direct services for the whole family. Another success has been the increased partnerships with community agencies and public health departments in our area. The referral process and access to services has helped to support the significant need in our community.

Although professional development for UDL and ELD was planned, shortages of substitutes has resulted in the need to cancel or postpone some of the workshop days. In response to this, the district TOSAs/COSA are supporting school sites and teachers through a coaching

model and 'just in time' support. To further support the assessment and accountability of students, additional paid hours are provided for coordination and professional development related to assessments and accountability.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

The Rio School District ESSER III plan and the Safe Return to In-Person Instruction and Continuity of Services Plans are directly aligned to the district LCAP. All fiscal resources received for the 2021-2022 school year are consistent with providing positive and healthy pupil outcomes, thriving pupil conditions and provides an environment where students can fully engage in through enriching opportunities that support academic progress. The actions found within the ESSER III, ELO Grant and teacher effectiveness block grant all support the need to accelerate learning in all content areas while supporting healthy and happy children in our schools. First and foremost, the Rio School District has prioritized safe environments through ongoing review of prevention and school safety measures in response to COVID-19. The district safety protocols have been in line with state mandates as all employees work together to provide the safest school community for the children we serve.

The Safe Return to In-Person Instruction and continuity of services plan provides explanation of masks wearing protocols, disinfection, screening, and vaccine and testing requirements for safely re-opening for in-person instruction. The ESSER III and ELO plans directly align with LCAP by supporting learning through expanded opportunities and engaging students in enriching learning experiences. The ESSER III closely aligns with the district's focus goal of maintaining and strengthening learning environments the fully engage and provide enriching opportunities that support academic standards.

The following link provides the website location of the plans used to support student learning while we safely re-open schools:  
<https://rioschools.org/departments/educational-services/>



# Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

*For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

## Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

**Prompt 1:** “A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

**Prompt 2:** “A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California Education Code Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

**Prompt 3:** “A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

**Prompt 4:** “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

**Prompt 5:** "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education  
November 2021



**SCHOOL  
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

## 2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Rio Elementary School District	John Puglisi Superintendent	jpuglisi@rioschools.org (805) 485-3111

### Goal 1

**Goal #1 is a broad goal to address pupil outcomes and student engagement. The objective is to provide an education that will prepare students to thrive in the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring. This goal also builds on providing extra support towards priorities aligned with pupil outcomes (4,8) and conditions of learning (1,2,7). State Priority 7 addresses the requirement to go beyond ELA and Math to ensure that students have access to and are enrolled in a broad course of study (Arts, Music, Drama, Social Sciences, Health, PE, etc.)**

**The Rio School District will continue to provide all students with a broad course of study and social-emotional support to ensure that learning is taking place for all students, including English Language Learners, foster youth, low socio-economic youth (including homeless youth) and students with disabilities. This goal is based on analysis and data from the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys and input, local assessments, reclassification rates, and CAASPP and ELPAC results.**

### Rationale

State priority #2, Implementation of State Standards and State Priority #4, Pupil Achievement, address the analysis and data from the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, local assessments, reclassification rates, and alignment of CAASPP and ELPAC results. This analysis and alignment strengthens the district's support for all students in making progress towards life, college and/or career. The data and analysis shows where we can principally direct LCFF supplemental actions and services to support identified needs and strengths of our unduplicated English Learners, low income students, foster youth and services for our students with disabilities and any other group with unique needs. The most recent California Dashboard was released in 2019 and indicated an increase in overall performance in ELA (yellow status) and Math (yellow status) as indicated on the CAASPP. The California Dashboard also indicated 55.7% of English Learners made progress based on state assessments.



As a small school district, the status can change dramatically because of slight increases or decreases in enrollment and attendance. It is important for attendance to remain high and chronic absenteeism to remain low which will help provide educational opportunities that address State Priority #5, Pupil Engagement, State Priority #7, Course Access and State Priority #8, Other Pupil Outcomes. To ensure access and basic conditions of learning are addressed, the district supports student progress through State Priority #1, Fully Credentialed and Appropriately Assigned Teachers, access to state standard materials, including ELD/language acquisition standards and implementation of state standards balanced with engaging courses of study ensures student readiness for a rigorous and aligned curriculum that supports the 5Cs; Critical Thinking, Creativity, Communication, Collaboration, and Caring.

### Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	CAASPP ELA	Data Quest 2018-2019 ELA Overall Performance Standard Exceeded: Level 4 - 22.48 % Standard Met: Level 3 28.62 % Standard Nearly Met: Level 2 -22.28% Standard Not Met: Level 1 - 26.63%	2020-2021 Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard.  CAASPP ELA- Data Quest 2020/2021  ELA Overall Performance  Standard Exceeded: Level 4 - 8.64 %  Standard Met: Level 3 -22.10%  Standard Nearly Met: Level 2 -25.67%  Standard Not Met: Level 1 -43.65 %	Increase percentage of students meeting or exceeding standards by 2% each year.
	CAASPP Math	DataQuest 2018-2019	2020-2021 Due to the COVID-19 pandemic, state law has suspended the reporting of	Increase percentage of students meeting or exceeding standards by 2% each year.



Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		<p>Math Overall Performance</p> <p>Standard Exceeded: Level 4 - 19.69%</p> <p>Standard Met: Level 3 -20.04 %</p> <p>Standard Nearly Met: Level 2 -25.41 %</p> <p>Standard Not Met: Level 1 - 34.86 %</p>	<p>state and local indicators on the 2020 Dashboard.</p> <p>CAASPP Math- Data Quest 2020/2021</p> <p>Math Overall Performance</p> <p>Standard Exceeded: Level 4 - 4.10 %</p> <p>Standard Met: Level 3 -10.87 %</p> <p>Standard Nearly Met: Level 2 - 26.06%</p> <p>Standard Not Met: Level 1 - 58.97%</p>	
	<p>CA Science Assessment (CAST)</p>	<p>Data Quest 2018-2019</p> <p>Science Overall Performance</p> <p>Standard Exceeded: Level 4 - 9.39%</p> <p>Standard Met: Level 3 -20.54 %</p> <p>Standard Nearly Met: Level 2 -25.41 %</p> <p>Standard Not Met: Level 1 - 34.86 %</p>	<p>2020-2021 Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard.</p> <p>CA Science Assessment (CAST)- Data Quest 2020/2021</p> <p>Science Overall Performance</p> <p>Standard Exceeded: Level 4 - 2.06%</p> <p>Standard Met: Level 3 -10.22 %</p>	<p>Increase percentage of students meeting or exceeding standards by 2% each year.</p>

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
			Standard Nearly Met: Level 2 -59.82 %  Standard Not Met: Level 1 - 27.89 %	
	Local Indicator Reflection: Teachers fully credentialed and appropriately assigned.	'Met' on the 2019 California Dashboard 100%	California Dashboard has not been updated with teacher data.  100% of teachers are appropriately assigned and credentialed.	'Met' performance level on the California Dashboard based on the Local Indicator Reflection  Maintain 100%
	Local Indicator Reflection: Standards Aligned Instructional Materials for every student	'Met' on the 2019 California Dashboard  Standards are fully implemented	'Met' on the 2019 California Dashboard  Standards are fully implemented and 100% students have access to materials	'Met' performance level on the California Dashboard based on the Local Indicator Reflection  Maintain fully implemented standards
	English Learner - Reclassification Rate	Data Quest  2018/2019 Students Redesignated FEP (RFEP) 4.1%  2019/2020 Students Redesignated FEP (RFEP) 4.9%	English Learner - Reclassification Rate  2020/2021 DataQuest 7.2% Students Redesignated FEP (RFEP)	Increase percentage of students reclassified by 2% each year.
	ELPAC Assessment	ELPAC Assessment  Overall Performance - DataQuest 2018/2019	ELPAC Assessment  Overall Performance-DataQuest 2020/2021	Pending 2020-2021 results Increase percentage of students increasing a performance level by 2% each year.

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		Level 4 20.04% Level 3 41.50% Level 2 28.96% Level 1 9.50%  55.7% of EL learners are making progress towards English Language Proficiency (CA Dashboard)	Level 4 17.0% Level 3 33.86% Level 2 31.59 % Level 1 17.55%	By 2024 60.7% of EL learners will be making progress towards English Language Proficiency
	Local Indicator Reflection: Implementation of all California state standards, including how ELs will access the CCSS and ELD standards	'Met' on the 2019 CA Dashboard Implementation of standards district wide 100% (EL access to CCSS and ELD standards)	'Met' on the 2019 CA Dashboard Implementation of standards district wide 100% (EL access to CCSS and ELD standards)	'Met' performance level on the California Dashboard based on the Local Indicator Reflection  Maintain
	Attendance	Chronic absenteeism 8.3% Average Daily Attendance (ADA) Initial Attendance Data 20-21 97.93%	In progress  Initial attendance data indicates 90% attendance rate for September through January.	Decrease chronic absenteeism rate by 1% each year.  Maintain ADA %
	All high school indicators do not apply to K-8 (AP, UC A-G, CTE Pathways, EAP, high school graduation, high school dropout)	N/A	N/A	N/A

## Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	<p><b>Implementation of State Standards</b>            Provide a 3-year sequence of professional development and activities supporting the implementation of state standards, including textbook adoptions, that are principally directed to increase or improve services for students with unique pupil needs, along with unduplicated pupils (FY, LI, EL). This includes support from outside RSD organizations, trainings, materials and substitutes.            * VCOE support for science textbook adoption            * Substitutes to support training (for textbook adoption)            * Parent webinars and adoption meetings            * Materials for adoption training</p>	Year Round	Yes	LCFF \$19,786	LCFF \$227,280	\$247,066.00	\$52,992.19
1.2	<p><b>Intervention</b>            Increase access to extra support, - materials, and challenging activities inside and outside the school day            *TOSA support            *clerical support            *software and web support</p>		Yes	LCFF \$188,203	LCFF \$116,310	\$304,513.00	\$71,435.38

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.3	<b>Kindergarten Instructional Day Extension</b> Continue to provide extended day programs for Kindergarten students. * push in teachers * substitutes		Yes	LCFF \$257,535		\$257,535.00	\$110,779.76
1.4	<b>Dual-Language Immersion Program Expansion &amp; Support</b> The district will continue to support the expansion of dual immersion programs within the district. The district recognizes the importance of dual immersion instruction to the students and stakeholders and will continue to support the growth and development of the program through Professional Development, counselor support, and bilingual administration including Bilingual Principals, Assistant Principals and/or Coordinators where appropriate.		Yes	LCFF \$988,615		\$988,615.00	\$520,967.79
1.5	<b>K-2 class size reduction</b> Continue Class Size Reduction to increase student achievement in Grades K-2.		Yes	LCFF \$1,702,741		\$1,702,741.00	\$420,067.44

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	*Teachers to reduce class size (Supports current staff coverage due to declining enrollment and maintains lower class size)						
1.6	<b>Expanded Learning opportunities</b> Provide additional district-wide after-school programming based on identified need and services provided by RSD and/or outside agencies. This includes ASES coordinators to coordinate after school actions and services for high need students. *IA support for ASP *after school supplies for sites		Yes	LCFF \$28,000	LCFF \$14,000	\$42,000.00	\$20,531.87
1.7	<b>EL supports</b> Provide content teachers support at the middle school with implementation of English Language Development (ELD) standards. Support may be provided by TOSA and/or outside entities such as CAFE, VCOE, Californian's Together, etc. *Substitutes for training and planning		Yes	LCFF \$11,959		\$11,959.00	(\$786.57)

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.8	<p><b>RFEP Supports</b> Continue to provide support in monitoring the progress of re-designated fluent English proficient (RFEP) pupils through personnel, academic programs, and data analysts.</p> <p>*support for Mixteco students and families * funds for clerical support * administrative support for school sites and programs, including improved and increased access for students</p>		Yes	LCFF \$173,670	LCFF \$98,607	\$272,277.00	\$115,302.37
1.9	<p><b>Professional Development</b> RSD provides a comprehensive certificated professional development plan (core, electives, literacy, math, ELs, GLAD, new teacher induction support, etc. ).</p> <p>* The professional development plan includes districtwide, onsite and virtual learning opportunities accompanied by ongoing coaching by TOSA, VCOE new teacher induction program and mentoring and other partner agencies. Personnel expenditures Includes new teacher</p>		Yes	LCFF \$35,877	LCFF \$120,018	\$155,895.00	\$167,901.51



Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	<p>induction and mentor stipends</p> <p>* Provide a comprehensive classified professional development that includes districtwide, and onsite demonstrations by VCOE or other inside and outside agencies. CASBO, VCOE, AALRP, Fred Pryor, Target Solutions and other outside agencies</p> <p>* Provide a comprehensive management professional development that includes districtwide, and onsite demonstrations by VCOE or other outside agencies. School Services, AALRP, VCOE, ACSA, CALSA, AASA or other outside agencies</p>						

## Goal 2

**Goal #2 is a maintenance goal that addresses learning conditions to maintain and strengthen a safe and welcoming school environment. The objective is to provide an education that will address State Priority #5, Pupil Engagement, and State Priority #7, Course Access, by preparing students to thrive in the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring. The Rio School District will continue to provide all students with fully credentialed teachers to ensure that learning is taking place (English Language Learners, foster youth, low socio-economic youth (including homeless youth), and students with disabilities.). Rio district assesses technology regularly to ensure the technology plan is updated regularly to ensure actions/services are in place to support student achievement, such as WIFI accessibility, software upgrades, etc. State Priority #1 addresses Fully Credentialed and Appropriately Assigned Teachers who provide access to State Priority #4, Pupil Achievement, and state standards and materials, including ELD/language acquisition standards and implementation of state standards. This is balanced with engaging courses of study to ensure student readiness for a rigorous and aligned curriculum that supports the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring. This goal is based on data and analysis of the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, local assessments, reclassification rates, and CAASPP and ELPAC results.**



## Rationale

Based on analysis of the Facilities Inspection Tool (FIT), the annual SARC, and stakeholder input and reflection, Rio School District provides facilities in good repair. Per stakeholder engagement through the pandemic, the Conditions of Learning (State Priority #1) became an area to maintain. Areas of growth have been identified to create more outdoor learning spaces to increase safe learning environments where students and families are engaged.

State priority #4, Pupil Achievement and State Priority #5, Pupil Engagement, address the analysis and data from the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, local assessments, reclassification rates, and alignment of CAASPP and ELPAC results. The data and analysis shows where we can principally direct LCFF supplemental actions and services to support identified needs and strengths of our unduplicated English Learners, low income students, foster youth and services for our students with disabilities and any other group with unique needs.

As a small school district, the status can change dramatically because of slight increases or decreases in enrollment and attendance. It is important for attendance to remain high and chronic absenteeism to remain low which will help provide educational opportunities that address State Priority #5, Pupil Engagement and State Priority #7, Course Access. To ensure access and basic conditions of learning are addressed State Priority #1, Transportation, Fully Credentialed and Appropriately Assigned Teachers, access to state standard materials, including ELD/language acquisition standards and implementation of state standards balanced with engaging courses of study ensures student readiness for a rigorous and aligned curriculum that supports the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring.

## Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	School Facilities in 'Good Repair' per CDE's Facility Inspection Tool (FIIT)	Good Repair	<p>School Facilities in 'Good Repair' per CDE's Facility Inspection Tool (FIT)</p> <p>School ratings:                      RDM - Good                      RDV - Fair                      RDS - Good                      RL - Fair                      RP - Fair                      RR - Fair                      RV - Fair                      RRO - Fair                      RDN - omitted, under construction at time of inspection</p> <p>Ongoing maintenance and upgrades for filtration and HVAC are in progress.</p>	Maintain

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Outdoor Learning Spaces	Establish a baseline # of Outdoor learning spaces for the Rio School District	<p>Outdoor Learning Spaces</p> <p>3 schools waiting for DSA approval of shade structures and we anticipate this to be a summer project (utilizing ESSER III funds)</p> <p>Baseline: Outdoor Eating Spaces</p> <p>Type 1: Permanently Fixed Shade Structure Schools: Real, Vista, RDM, RDV (note: RDV has tables with umbrellas too)</p> <p>Type 2: Covered by Existing Roof Awning Schools: Rosales, Lindo (note: Lindo has tables with umbrellas too)</p> <p>Type 3: Tables out in the open (no covering) Schools: Norte (note: 48 umbrellas were ordered for these tables)</p> <p>Type 4: Covered by Pop-Up Tents Schools: Sol</p> <p>Type 5: No Eating Area Outside School: Plaza (note: has tables with umbrellas in between classrooms, but these aren't used for eating)</p>	Pending count 2021-2022

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
			<p>Garden space revitalization is underway at Rio Real and plans are being made by the Nutrition &amp; Farm to School Coordinator for future revitalization projects at the remaining schools.</p> <p>Baseline Snapshot- Outdoor School Garden Classrooms January 31, 2021</p> <p>The following is a brief snapshot of outdoor school garden classroom status.</p> <p>Basic Revitalization: Garden space is well defined and boxes are in fairly good shape. Basic repair and additional garden elements are needed to complete the spaces.</p> <p>Schools: Rio del Sol, Rio Plaza, Rio del Norte, Rio Vista, Rio Real (primary garden), Rio Lindo (primary garden)</p> <p>Example of Needs: Timed drip irrigation installation, tuff shed for storage, tables &amp; umbrellas, sink, garden box repair, sheet mulching, chalkboard or white board, etc.</p> <p>Complete Renovation: Remove existing garden boxes, in order</p>	

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
			<p>to remove the grass. Add garden elements to complete the spaces.</p> <p>Schools: Rio Lindo (upper elementary garden), Rio Real (3rd-8th garden), Rio Rosales</p> <p>Examples of Needs: Grass removal, garden bed repair, new garden boxes, and the addition of all elements noted in the "basic revitalization" section</p> <p>No Existing Garden</p> <p>School: Rio Del Mar</p> <p>Examples: no current garden; start from scratch to design and build Fruit Tree Orchards</p> <p>RDV- Currently has a small orchard. 8 other schools- Need an orchard.</p>	

**Actions and Services**

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	<p>Transportation</p> <p>Transport students meet the transportation criteria in board policy from home to school</p> <p>* Personnel expenditures: bus drivers</p>	three years	Yes	LCFF \$776,924.00	LCFF \$348,718.00	\$1,125,642.00	\$642,938.11

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	*Non-personnel expenditures: bus maintenance and lease payments						
<b>2.2</b>	<p><b>Technology and Technology Plan</b> Continue to improve and standardized equitable environments for online state testing through technology team. Technology Plan Committee to develop a comprehensive plan to integrate 21st century learning framework into existing district initiatives. This includes funds for tech department staff and for the purchase of technology devices for students, faculty and support staff. * Technology personnel salaries * Non-personnel expenditures: computer parts, equipment and tech support software, hardware and learning environments for students and personnel</p>	three years	Yes	LCFF \$722,318	LCFF \$433,652	\$1,155,970.00	\$703,222.50

### Goal 3

**Goal #3 is a focus goal that address State Priority #5, Pupil Engagement, in order to build on and enhance enriching opportunities to support and enhance State Priority #4, Pupil Achievement of academic standards and curriculum. Rio School District has developed the Focus Goal to address the area of**

increasing needs and services so students have the support needed to thrive in the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring.

By the 2023-2024 school year, the Rio School District will align action/services to add additional social and emotional support and maintain expanded learning opportunities which support implementation of state standards with curriculum and services to help increase State Priority #6, positive School Climate and engagement as measured by stakeholder engagement surveys, attendance and suspensions.

Increased or improved services will be principally directed for unduplicated pupils (foster youth, English learners, and low income, including homeless youth) and support for students with disabilities and/or with unique pupil needs. State Priority #3, Parent Involvement, will continue to be addressed by providing an engaging and welcoming environment where parents have access to engage in surveys, school site councils (SSC), English learner advisory committees (ELAC), district parent advisory committees (PAC and PELAC), LCAP stakeholder committees and site based opportunities where parents can contribute input and voice. This goal is based on analysis and data of the Youth Truth survey, California Healthy Kids survey, California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, stakeholder input in committees and meetings, local assessments, reclassification rates, and CAASPP and ELPAC results.

### Rationale

Goal #3 goal is based on analysis and data of the Youth Truth survey, California Healthy Kids survey, California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, stakeholder input in committees and meetings, local assessments, reclassification rates, and CAASPP and ELPAC results. There is a need to enhance social and emotional supports for students as they return to in-person learning after the pandemic. Social and emotional supports are built into expanded learning opportunities and curriculum with counselor support in an effort to support the areas of need. This focus goal is for the duration of the three-year template. As the metric and reporting results are analyzed, Rio School District may amend or increase actions and services as required. Engagement is a core focus with State Priority #3, Parent/Family Involvement, State Priority #5, Pupil Engagement, and State Priority #6 School Climate, closely aligned with metrics to measure the effectiveness of the goal/actions.

### Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Connectedness & Safety CHKS	Based on data from the 17-18 administration of the California Healthy Kids Survey (19-20 data unavailable due to the pandemic), % of students report feeling connected to their schools is: 5th grade- high 62% medium 35% low 3% 7th grade- high 42% medium 43% low 15%	CHKS Postponed and unavailable do to pandemic (expected to resume in the Spring of 2022)  Youth Truth Survey was administered to parents, teachers and students in January of 2022  RSD's Elementary Schools Student Survey indicates the highest rated themes were culture and academic challenge	The percentage of students feeling connected to their school will increase by 5% each year.



Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
			<p>while the two lowest rated themes were engagement and belonging.</p> <p>RSD's Middle Schools Student Survey indicates the highest rated themes were engagement and belonging and peer collaboration while the two lowest rated themes were relationships and culture.</p>	
Chronic Absenteeism		<p>2019 CA School Dashboard RSD overall yellow status</p> <p>Student Subgroups:            SWD and ELs - orange status            SD and white - yellow status            African American, Foster and Homeless - green status</p>	<p>In progress</p> <p>CA Dashboard is not updated</p>	<p>Overall chronic absenteeism to decrease and maintain below 8%.            SWD and ELs will have decreased chronic absenteeism and move into the yellow status or higher.</p>
Suspension		<p>2019 CA Dashboard RSD overall green status</p> <p>2.1% suspended at least once            Declined 0.3%</p> <p>Student Subgroups:            African American - red status            Foster, homeless and SWD - orange status            ELs - yellow status            Hispanic and SD - green status</p>	<p>CA Dashboard is not updated</p> <p>September through January suspensions in 2019/2020 total 81</p> <p>September through January suspensions 2021/2022 total 56</p> <p>Expanded support for social, emotional and behavioral supports are ongoing through increased counselors, increased SEL focus in classrooms, expanded</p>	<p>All student and high need student subgroups will improve by at least one performance level annually:            African American            Foster/homeless &amp; SWD            ELs            Hispanic and SD</p>

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Expulsion	0 % rate	opportunities for engagement and parent outreach.	maintain
	Middle School Dropout Rate	0 % rate	Pending Dashboard updates	maintain
	Physical Fitness Test (PFT)	2018-2019 Most Recent Aerobic Capacity Grade 5 55.8% Grade 7 59.5% Body Composition Grade 5 56.9% Grade 7 54.8% Abdominal Strength Grade 5 49.0% Grade 7 84.3% Trunk Extension Strength Grade 5 66.0% Grade 7 88.3% Upper Body Strength Grade 5 42.6% Grade 7 76.5% Flexibility Grade 5 56.9% Grade 7 73.7%	Postponed due to pandemic	Pending 2021-2022 results



Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Parent Survey (LCAP, CHKS, etc.)	Establish list of surveys for 2021-2022 Establish baseline data after first survey is administered Most Recent Results (2017-2018)	CHKS postponed due to pandemic - no data Parent Youth Truth Survey was administered in January of 2022 RSD's Elementary Schools Parent Survey indicates the highest rated themes were communication and resources while the two lowest rated themes were school safety and school culture. RSD's Middle Schools Parent Survey indicates the highest rated themes were engagement and resources while the two lowest rated themes were school safety and relationships.	Pending 2021-2022 results
	Faculty/Support Staff Survey LCAP, CHKS, etc.)	Establish list of surveys for 2021-2022 Establish baseline data after first survey is administered	Youth Truth Survey for parents, students and staff was administered in January of 2022 RSD's Elementary Schools Staff Survey indicates the	Pending 2021-2022 results

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
			<p>highest rated themes were engagement and culture while the two lowest rated themes were school safety and professional development and support.</p> <p>RSD's Middle Schools Staff Survey indicates the highest rated themes were relationships and engagement while the two lowest rated themes were school safety and professional development and support.</p>	

**Actions and Services**

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	<p><b>Tiered Intervention Resources</b>            Create a data driven systematic approach to tiered intervention to ensure that all students have access and support to achieve academic proficiency. Continued support will be provided in order for students to meet academic proficiency. Provide intervention support to reduce disciplinary incidents (expulsions/suspensions). RSD will support the implementations of CHAMPS in all 8 sites.            * Data analyst support            * IA's trainings</p>		Yes	LCFF \$332,461	LCFF \$20,593	\$353,054.00	\$299,197.69

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	* IEP and EL intervention support						
<b>3.2</b>	<p><b>Course Access</b> Increase access to electives such as music, art, foreign language, enrichment, etc. A variety of electives will be provided to students to ensure continued engagement in their educational programs. There will be access to electives such as music, art, drama, foreign language, dance, and others based on student interest and need.</p> <p>* Zero period salaries * Art, Music, foreign language and other elective partial salaries * Supplemental electives for K-8 (music, art, drama, dance, etc) during the day and after school</p>		Yes	LCFF \$310,747	LCFF \$466,272	\$777,019.00	\$417,413.54
<b>3.3</b>	<p><b>Counseling Services and site support for students</b> Continue targeted counseling services for low income students previously funded by the Economic Impact Aid (EIA). Counselors at each site will continue to provide at each site will continue to provide academic and personal support to students in</p>		Yes	LCFF \$1,174,495	LCFF \$414,704	\$1,589,199.00	\$884,053.89

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	grades K-8 and will also provide parent support and increased library services access for most students at risk. * Counselor salaries, library tech support salaries, additional after school tutoring * site based interventions, supplies and materials for students and families						
3.4	<b>Expanded Learning Opportunities</b> ELs, homeless and foster youth, SWD and SD students will be provided tiered interventions, on level, and enrichment activities outside the school day and/or non-school days. Funds cover faculty, support staff and supplemental materials. These extended services include: * GATE- stipends, support staff and materials *Summer Science Academy- teachers, support staff and materials *Reading Task Force - teacher extra pay/stipends, substitutes and materials	three years	Yes	LCFF \$216,584	LCFF \$66,000	\$282,584.00	\$58,202.34
3.5	<b>English Learner Services</b> Increase the percentage of EL students making	three years	Yes	LCFF \$170,213	LCFF \$372	\$170,585.00	\$41,559.91

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	<p>progress in attaining one level of English language level growth. Increase the number of EL students being reclassified by the end of 5th grade. Funds will cover ELPAC testing coordinators, faculty stipends and materials.</p> <p>* Salaries for testing team and additional hours for extra teacher pay</p>						
3.6	<p><b>Social Emotional Learning and Development</b> Analyze and support district-wide Social and Emotional Learning and Development (SELD) implementation to reduce suspensions, expulsions, and to maintain safe campuses and create welcoming environments through support personnel. Funds include personnel for safety (campus supervisors) and CHAMPS peaceful playgrounds where supervision staff, along with counselor support, are intentionally planning engaging activities and games in order to decrease incidents of negative behaviors and increase overall engagement and positive attendance.</p>		Yes	LCFF \$1,215,022		\$1,215,022.00	\$647,492.06

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.7	<p><b>Tiered Intervention RFEF and students with unique pupil needs</b>            Provide tiered interventions specific to RFEF students through the support of personnel for extended learning. Funds include support for increased and improved services for ELs, RFEF, foster youth, SD, SWD and homeless students.</p> <p>* Salary support for facilitation and oversight of after school programs and other extended learning opportunities            * EL coordinators and site based compliance and support            * RFEF monitoring software</p>	three years	Yes	LCFF \$120,020	LCFF \$1,200	\$121,220.00	\$72,566.26
3.8	<p><b>Parent Engagement</b>            Expand district stakeholder participation in Parent and English Learner Advisory Councils.            Organize and host district wide parent and family events, including conference, volunteer and community partnerships events.            * Childcare, refreshments, materials and supplies for meetings, fliers and outreach</p>		Yes		LCFF \$3,000	\$3,000.00	\$4,138.59

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.9	<p><b>Training state and federal compliance</b>            In order to build capacity and ensure that site administration are aware of various state and federal compliance items, RSD will partner with county and state supports to provide training to site administrators and their site advisory council (e.g. SSC/ELAC) on alignment of SPSSA with LCAP and LEA Plan. Topics for training will include needs assessments, program evaluation, equity and other related topics.</p>		Yes		LCFF \$5,000	\$5,000.00	\$0.00
3.10	<p><b>Community Partnerships</b>            RSD recognizes that a healthy school climate includes a network of support through community partnerships to increase or improve services for high need student groups. Examples include partnerships with local universities such as MESA, expanded services for visual and performing arts such as dance and music, maintained partnerships with county offices of education, and partnerships to improve support for outdoor education.</p>	three years	Yes		LCFF \$55,000	\$55,000.00	\$1,944.95

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	<p>Stakeholder feedback, through the development of the 21/22 LCAP, indicate that community partnerships and increased services are valuable to enhance and support student learning outcomes. This improved engagement is aligned to further support school connectedness, positive attendance and improved school and community climate. This includes funding for facility use, transportation of students, materials, supplies, etc.</p>						



10.1





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Adopt Resolution Regarding Criteria to Guide the Creation of Trustee Areas
Access	Public
Type	Action
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

### Public Content

Speaker: 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). After a second public hearing occurring at this meeting, this item is for the Board to consider and adopt criteria for the demographer to apply when developing draft trustee area maps for consideration by the Board, District staff, and the public.

The criteria in the resolution are the traditional criteria that are allowed and are applied to ensure the creation and adoption of a legally-compliant trustee area map.

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

[Res212213CriteriaTrusteeAreas.pdf \(120 KB\)](#)

### Administrative Content

### Executive Content



## **RIO SCHOOL DISTRICT**

### **RESOLUTION 2122/13 ESTABLISHING CRITERIA FOR CONSIDERATION OF DEVELOPING TRUSTEE AREAS**

**WHEREAS**, the Rio School District (“District”) does not have trustee areas for the members of its Board of Education (“Board”), and the District currently utilizes an “at-large” method of election to select Board members; and

**WHEREAS**, the Board believes the current at large method of election serves the needs of the District and, as the District’s policy-making body, the Board ensures the District provides a high quality educational experience to its students in accordance with the desires of the community, and federal and state laws; and

**WHEREAS**, the Board is aware that under state law an at-large method of election may be subject to challenge under the California Voting Rights Act of 2001 (“CVRA”), California Elections Code §§ 14025, et seq.; and

**WHEREAS**, the Federal Voting Rights Act of 1965 § 2; 52 U.S.C. § 10301 (formerly 42 U.S.C. section 1973) prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure, in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

**WHEREAS**, federal law and the Equal Protection Clause require that each trustee area be equal in population to ensure compliance with the “one person, one vote” rule; however, deviations (less than five percent [5%] greater than or less than the average sized area, for a total of ten percent [10%] deviation) are presumptively constitutional under the Equal Protection Clause; and

**WHEREAS**, the Board now wishes to adopt criteria to guide in the consideration of establishment of trustee areas consistent with legal requirements, including reasonably equal population and Section 2 of the Federal Voting Rights Act, and which address other concerns and considerations important to the District.

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

**BE IT FURTHER RESOLVED** that the Board hereby adopts the following criteria to guide in the consideration of establishment of trustee areas for the elections of members of Board, in no particular order:

1. Each trustee area shall contain a nearly equal number of inhabitants;
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act;
3. Trustee areas shall consist of contiguous territory in as compact a form as possible given the other criteria set forth herein;

4. Trustee area borders shall respect communities of interest as much as possible;
5. Trustee area borders shall consider school attendance zone boundaries, with emphasis on having multiple trustee areas within each District school attendance area to the extent possible;
6. Trustee area borders shall consider school attendance zone boundaries, with emphasis on having multiple District school attendance areas within each trustee area to the extent possible;
7. Trustee area borders shall consider jurisdictional boundaries as much as possible;
8. Trustee area borders shall attempt to avoid head-to-head contests between incumbent members of the Board insofar as this does not conflict with federal or state law; and
9. Trustee areas known to be areas of higher-than-average population growth in the two to five years following the establishment of trustee areas, may be underpopulated within the population deviation amounts allowed by law.

**BE IT FURTHER RESOLVED** that the Superintendent or his designee is hereby authorized and directed to instruct a professional demographer to formulate two or more trustee area plan scenarios based upon the criteria specified above for review by the public at public hearings and for consideration by the Board at future meetings.

**BE IT FURTHER RESOLVED** that the Superintendent or his designee shall be authorized to take additional acts needed to effectuate the purpose and intent of this resolution.

**APPROVED, PASSED AND ADOPTED** by the Board of Education of the Rio School District this 16th day of February, 2022 at Oxnard, in the County of Ventura, State of California, by the vote of:

AYES:

NOES:

ABSTAIN:

ABSENT:

The below-signed attests that she was present at the open session meeting of the Board of Education on February 16, 2022, and that a majority of the members approved this Resolution.

BY: \_\_\_\_\_  
Kristine Anderson  
President, Board of Education  
Rio School District

DATED: \_\_\_\_\_

10.2







## Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Approval of Resolution 21/22-12 Authorizing the Issuance of Election of 2018, Series E and F Bonds and Refunding Bonds, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions
Access	Public
Type	Action
Recommended Action	Staff recommends approval of Resolution 21/22-12 Authorizing the Issuance of Election of 2018, Series E and F Bonds and Refunding Bonds, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

## Public Content

### Speaker:

Wael Saleh, Assistant Superintendent, Business Services

### Rationale:

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 are reflected in 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 challenges 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 the District's 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.

The above-listed items were presented to the Board along with a draft version of the resolution at the Board' prior meeting on January 19, 2022.

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.

The Board is being asked to consider adoption of Resolution No. 21/22-12. The resolution approves various draft financing documents in substantially final form (including a preliminary official statement) in connection with the sale and issuance of the Bonds. Additionally, the resolution authorizes District staff to take actions consistent with the intent of the resolution in order to complete the financing.

Rio SD Resolution Authorizing 2022 General Obligation Bonds.pdf (1,127 KB)

Rio Elementary SD Second Supplemental Paying Agent 2022 General Obligation Bonds (3).pdf (220 KB)

Rio SD 2022 GO Refunding Bonds Paying Agent Agreement (1).pdf (178 KB)

Rio SD 2022 Series F Escrow Agreement (1).pdf (122 KB)

Bond Purchase Contract [Raymond James (Rio SD 2022 GO Bonds)], 4895-4272-2056\_2.pdf (181 KB)

Bond Purchase Contract - Refunding [Raymond James (Rio SD 2022 Bonds)], 4870-5709-3897\_2.pdf (137 KB)

Rio Elementary SD Continuing Disclosure Certificate 2022 General Obligation Bonds (1).pdf (57 KB)

Rio SD Preliminary Official Statement 2022 Series E F (1).pdf (691 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 set forth in Section 2 herein 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 set forth in Section 3 herein 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 and the Series F 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 the 2016 COPs 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 \$17,680,340.55. In no event shall the aggregate principal amount of Series E Bonds and Series F Bonds total more than \$17,680,340.55. 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 following disclosures are based on the estimated par amount of the Series E Bonds set forth in Exhibit A attached hereto. 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 following disclosures are based on the estimated par amount of the Series F Bonds set forth in Exhibit A attached hereto. 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 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

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 will establish, create, and 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 funds. The District hereby further requests that the Ventura County Treasurer-Tax Collector (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.

**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<sup>(1a)</sup>

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<sup>(1b)</sup>

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<sup>(1c)</sup>

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.

<sup>(1)</sup> 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]*

**Rio Elementary School District  
General Obligation Bonds, Election of 2018, Series E (Tax-Exempt)  
AB 182 Information**

Date	Option 1 - CABS & CIBs			Option 2 - CIBs <sup>1</sup>			All CIBs vs CABS & CIBs
	Principal	Current Interest	Compounded Interest	Total Debt Service	Principal	Current Interest	
8/1/2023	\$0	\$4,950	\$0	\$4,950	\$0	\$110,008	\$105,058
8/1/2024	\$0	\$4,950	\$0	\$4,950	\$0	\$344,100	\$339,150
8/1/2025	\$0	\$4,950	\$0	\$4,950	\$0	\$344,100	\$339,150
8/1/2026	\$0	\$4,950	\$0	\$4,950	\$0	\$344,100	\$339,150
8/1/2027	\$0	\$4,950	\$0	\$4,950	\$0	\$344,100	\$339,150
8/1/2028	\$13,385	\$4,950	\$1,615	\$19,950	\$0	\$344,100	\$324,150
8/1/2029	\$212,883	\$4,950	\$32,117	\$249,950	\$0	\$344,100	\$94,150
8/1/2030	\$595,083	\$4,950	\$109,917	\$709,950	\$0	\$344,100	-\$365,850
8/1/2031	\$602,935	\$4,950	\$132,065	\$739,950	\$0	\$344,100	-\$395,850
8/1/2032	\$609,414	\$4,950	\$155,586	\$769,950	\$0	\$344,100	-\$425,850
8/1/2033	\$611,291	\$4,950	\$183,709	\$799,950	\$0	\$344,100	-\$455,850
8/1/2034	\$607,144	\$4,950	\$212,856	\$824,950	\$0	\$344,100	-\$480,850
8/1/2035	\$610,581	\$4,950	\$244,419	\$859,950	\$0	\$344,100	-\$515,850
8/1/2036	\$620,559	\$4,950	\$279,441	\$904,950	\$15,000	\$344,100	-\$545,850
8/1/2037	\$620,662	\$4,950	\$314,338	\$939,950	\$30,000	\$343,500	-\$566,450
8/1/2038	\$627,159	\$4,950	\$347,841	\$979,950	\$45,000	\$342,600	-\$592,350
8/1/2039	\$663,431	\$4,950	\$401,569	\$1,069,950	\$80,000	\$341,250	-\$648,700
8/1/2040	\$696,384	\$4,950	\$458,616	\$1,159,950	\$120,000	\$338,850	-\$701,100
8/1/2041	\$699,852	\$4,950	\$500,148	\$1,204,950	\$140,000	\$335,250	-\$729,700
8/1/2042	\$713,207	\$4,950	\$551,793	\$1,269,950	\$170,000	\$331,050	-\$768,900
8/1/2043	\$719,030	\$4,950	\$600,970	\$1,324,950	\$195,000	\$325,950	-\$804,000
8/1/2044	\$728,482	\$4,950	\$656,518	\$1,389,950	\$230,000	\$320,100	-\$839,850
8/1/2045	\$730,915	\$4,950	\$709,085	\$1,444,950	\$255,000	\$313,200	-\$876,750
8/1/2046	\$738,519	\$4,950	\$766,481	\$1,509,950	\$290,000	\$305,550	-\$914,400
8/1/2047	\$165,000	\$4,950	\$0	\$169,950	\$1,035,000	\$296,850	\$1,161,900
8/1/2048			\$0	\$0	\$1,185,000	\$265,800	\$1,450,800
8/1/2049			\$0	\$0	\$2,365,000	\$230,250	\$2,595,250
8/1/2050			\$0	\$0	\$2,555,000	\$159,300	\$2,714,300
8/1/2051			\$0	\$0	\$2,755,000	\$82,650	\$2,837,650
<b>Total</b>	<b>\$11,555,919</b>	<b>\$123,750</b>	<b>\$6,659,081</b>	<b>\$18,368,750</b>	<b>\$11,465,000</b>	<b>\$8,915,458</b>	<b>\$20,380,458</b>
					<b>Option 2 less Option 1</b>		<b>\$2,011,707.61</b>

**Notes**

1. Exceeds tax rate limit (\$30/\$100,000 of AV)  
 2. tax rates per \$100k of AV; Assumes 4.5% AV growth

**By Raymond James & Associates, Inc.**

## **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

From: Wael Saleh <wsaleh@rioschools.org>  
Sent: Monday, August 30, 2021 8:29 AM  
To: John Baracy <John.Baracy@RaymondJames.com>  
Cc: John Puglisi <jpuglisi@rioschools.org>  
Subject: Re: Rio ESD - General Obligation Bonds, Election of 2018, Series E and F, 2021 General Obligation Refunding Bonds, and 2021 Certificates of Participation - Raymond James Placement Agent LOI/MSRB G17

Except for COP, confirmed and acknowledged.

On Thu, Aug 26, 2021, 2:02 PM John Baracy <[John.Baracy@raymondjames.com](mailto:John.Baracy@raymondjames.com)> wrote:

Dear Wael:

Attached is Raymond James' Underwriter Exception & G-17 Disclosures letter related to our role as Underwriter for the District's upcoming General Obligation Bonds, Election of 2018, Series E and F, 2021 General Obligation Refunding Bonds, and 2021 Certificates of Participation bond financings.

As you know, as part of our required compliance as an placement agent we are required to:

- (i) Confirm that Raymond James & Associates, Inc. ("Raymond James") has been engaged to serve as underwriter, and not as a financial advisor or municipal advisor, pursuant to the Securities and Exchange Commission's ("SEC") Municipal Advisor Rule in connection with the issuance of the above referenced Bonds, and;
- (ii) Provide certain disclosures as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012) (the "G-17 Notice").



The attached letter covers our Firm's compliance requirements relating to both the SEC Municipal Advisor Rule and the MSRB G-17 Notice requirements regarding our underwriter responsibilities; therefore, to ensure Raymond James is in compliance under SEC and MSRB Rules, we are required to both (i) confirm our role and engagement as underwriter of the Bonds, and (ii) seek your acknowledgement that you have received this letter. Accordingly, please send me an email both (1) confirming that RJA is engaged as underwriter of the Bonds, and (2) acknowledging your receipt hereof. Alternatively, you may sign, scan, and return this letter to me via email.

Thank you so much for your help with these regulatory required matters. Let me know if you have any questions or if you need additional information. We appreciate the opportunity to serve as underwriter for the District and look forward to a successful completion of the transactions.

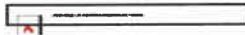
Best regards,

John

JOHN R. BARACY  
Managing Director

T 424.303.6406 // C 310.303.9671 // F 855.307.8825  
10250 Constellation Boulevard, Suite 950

Los Angeles, CA 90067  
[john.baracy@raymondjames.com](mailto:john.baracy@raymondjames.com)  
[www.RJCSchoolBonds.com](http://www.RJCSchoolBonds.com)



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Raymond James & Associates, Inc. The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. Investors, borrowers, or other market participants should not rely upon this information in making their investment/financing decisions. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate.

Intended for Institutional Customers Only. Raymond James & Associates, Inc. The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. Investors, borrowers, or other market participants should not rely upon this information in making their investment/financing decisions. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate.

# RAYMOND JAMES<sup>®</sup>

August 26, 2021

Rio Elementary School District  
2500 E. Vineyard Ave., Suite #100  
Oxnard, CA 93036

Attn: Mr. Wael Saleh, Assistant Superintendent, Business Services

Re: Engagement of and Disclosures by Underwriter  
Pursuant to SEC Municipal Advisor Rule and MSRB Rule G-17  
General Obligation Bonds, Election of 2018, Series E and F and  
2021 General Obligation Refunding Bonds

Dear Mr. Saleh:

We are writing to confirm our underwriting engagement and provide you, as Assistant Superintendent, Business Services of Rio Elementary School District ("Issuer"), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Securities and Exchange Commission's Municipal Advisor Rule, and the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).<sup>1</sup>

The Issuer hereby confirms and engages Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

## I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer

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<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

(whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

## II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
  - Because we have recommended to the Issuer a financing structure that may be a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

## III. Standard Disclosures

- Disclosures Concerning the Underwriter's Role:
  - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
  - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
  - The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - The underwriter will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.



- Disclosures Concerning the Underwriter's Compensation:
  - The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriter to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under SEC and MSRB Rules, we are required to both (i) confirm our role and engagement as underwriter of the Bonds, and (ii) seek your acknowledgement that you have received this letter. Accordingly, please send me an email *both* (1) confirming that RJA is engaged as underwriter of the Bonds, *and* (2) acknowledging your receipt hereof. Alternatively, you may sign, scan, and return this letter to me via email.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

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10250 Constellation Blvd., Suite 800 // Los Angeles, CA 90067 // [raymond@james.com](mailto:raymond@james.com)

Registered Broker & Associate, Inc., member New York Stock Exchange/NYSE

Sincerely,

**RAYMOND JAMES & ASSOCIATES, INC.**

By: 

Confirmed and Acknowledged:

**RIO ELEMENTARY SCHOOL DISTRICT**

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

Mr. Wael Saleh, Assistant Superintendent, Business Services

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

Attached:    Financing Disclosures

### Fixed Rate Structure Disclosure (3.31.21)

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

#### Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.<sup>1</sup>

General Obligation Bonds. "General obligation (GO) bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on "unlimited tax" GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas "limited tax" GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments

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<sup>1</sup> The discussion of security characteristics is limited to general obligation and revenue bond structures. This summary should be expanded and modified, as necessary, for other security structures, such as bonds that are secured by a double-barrled pledge (general obligation and revenues), annual appropriations or a moral obligation of the issuer or another governmental entity. If the security for the bonds is known at the time this disclosure is provided to the issuer, include only those portions relevant to the actual security for the bonds.



of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

#### **Financial Risk Considerations:**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

**Issuer Default Risk.** You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.



*Redemption Risk.* Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

*Refinancing Risk.* If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

*Reinvestment Risk.* You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

*Tax Compliance Risk.* The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



Reports and Attachments  
Can be viewed online at  
[www.rioschools.org](http://www.rioschools.org)



10.3





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 Approval of Sunshine of CSEA Chapter 329 Contract Reopeners to Rio School District
Access	Public
Type	Action
Preferred Date	Feb 16, 2022
Recommended Action	Staff recommends approval.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Approval of this item allows negotiations between CSEA Chapter 329 and the District to commence for the 2021-2022 school year.

CSEA Rio Chapter 329 2021-2022 Successor Initial Proposal.pdf (96 KB)

**Administrative Content**

**Executive Content**





## **INITIAL PROPOSAL – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIO CHAPTER 329**

The California School Employees Association (CSEA) and its Rio Chapter 329 with this initial proposal notifies the Oxnard Elementary School District of CSEA's intent to modify or amend the contract and negotiate a number of articles within the collective bargaining agreement.

### **ARTICLE 4 – SALARY**

CSEA proposes to make changes to the Section 3: Differentials/Stipends which may include additional stipends for employees performing substitute duties.

### **ARTICLE 6 – EMPLOYEE BENEFITS**

CSEA proposes to make changes to Section 2: Health Insurance which may include an increase to the employer health benefits cap.

### **ARTICLE 8 – VACATION**

CSEA proposes to make changes to Section 1: Vacation Leave which may include changes to the current vacation accrual rates.

### **ARTICLE 9 – LEAVES**

CSEA proposes to make changes to the existing leave language which may include changes to the procedures for coordination of benefits.

### **ARTICLE 12 – TRANSFERS AND PROMOTION**

CSEA proposes to make changes to the transfer article, which may include amendments to the frequency of employees' ability to undergo voluntary transfers.

### **ARTICLE 13 – EVALUATION PROCEDURE**

CSEA proposes to make changes to Section 4: Evaluation Process which may include amendments to the immediate supervisor tasked with performing employee evaluations.

### **ARTICLE 16 – UNIFORMS**

CSEA proposes to make changes to Section 1 which may include the addition of classifications eligible to receive a uniform allowance.

### **ARTICLE 17 – TERM OF AGREEMENT**

CSEA proposes to make changes to the term of this agreement to reflect the updated duration of this contract following negotiations.

### **ARTICLE 19 – RECLASSIFICATION**

CSEA proposes to add an additional article detailing and the process of reclassification of classified employees.

**CSEA reserves the right to open additional articles during the course of these successor negotiations, subject to the appropriate notice requirements under the law and CSEA policies.**

**Should you have any questions or concerns, please do not hesitate to contact us. Please proceed with any requirements for posting prior to negotiations.**

10.4





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 Approval of Sunshine of District to CSEA 329 Contract Reopeners
Access	Public
Type	Action
Preferred Date	Feb 16, 2022
Recommended Action	Staff recommends approval.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

#### Rationale:

The approval of this item allows for the negotiations between CSEA Chapter 329 and the Rio School District to officially commence for the 2021-2022 School Year.

[District Sunshine Proposal to CSEA for 2021\\_2022 School Year.docx \(76 KB\)](#)

### Administrative Content

### Executive Content





**SCHOOL  
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**Board of Trustees**

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

**John D. Puglisi, Ph.D., Superintendent**

**Rio School District's  
Sunshine Proposal for the 2021-2022 School Year  
Initial Contract Reopens the California School Employee Association, Chapter 329  
January 19, 2022**

Definitions – may want to review the definition

Article 1.2 – in 2018 the Education Code was amended to include part-time noon duty supervisors within the definition of a “classified employee.” Not sure if this has been discussed with CSEA and/or whether CSEA has included these employees within the bargaining unit. We should discuss strategy and whether to wait for CSEA to demand to include noon duty supervisors within the bargaining unit.

Article 2 - Association Rights: need to modify the language to ensure compliance with the Janus decision, and language requiring CSEA to reimburse the District for union leaves in accordance with the Education Code.

Article 4 – Salary

Article 6 – Employee Benefits: need to ensure compliance with Affordable Care Act requirements, consider changes in FUND 20 and consider modification in contributions (pursuant to Board’s direction). Also 6.2.3, may need to modify definition of “eligible family member.”

Article 7 – Holidays: need to add Juneteenth in accordance with agreement with CSEA.

Article 9 – may want to consider modifying PN leave to require a specific deadline for notice (such as at least 24 hours unless circumstances prohibit) rather than “as much advance notice as possible.”

Article 13 – Evaluation Procedure: need to modify to reflect 6 month probationary period adopted by Education Code and update in accordance with Board’s direction.





10.5





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.5 Approval of COVID MOU with Rio Teachers' Association
Access	Public
Type	Action
Preferred Date	Feb 16, 2022
Recommended Action	Staff recommends approval

Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>
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### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

#### Rationale:

The Rio Teachers' Association and the District have reached agreement on a COVID MOU for the remainder of the 2021-2022 school year. The agreement finalizes details on health and safety guidelines, testing requirements, working from home agreements, and more. The agreement provides for ongoing employee safety and collaboration to continue providing instructional services to students during the ongoing pandemic.

[COVID MOU 2\\_3\\_22.pdf \(202 KB\)](#)

### Administrative Content

### Executive Content



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RIO SCHOOL DISTRICT (RSD) AND  
RIO TEACHERS ASSOCIATION (RTA)**

**REGARDING THE ONGOING COVID-19 PANDEMIC DURING THE 2021-2022 SCHOOL YEAR.**

**As of January 26, 2022**

The Rio School District ("District") and the Rio Teachers Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 during the 2021-2022 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic continues to have impacts to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Consistent with applicable Public Health guidelines, prudent measures shall be taken to identify potential exposure and prevent the spread of the disease.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that applicable provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* remain in effect.

The Parties agree to the following:

**1 Compensation and Employee Benefits**

- While working under the current conditions created by the COVID19 pandemic, Unit Members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, Unit Members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.
- In the middle school setting, when a unit member covers another unit member's period or teaches on their prep when there is a sub shortage the unit member will be compensated at the hourly rate of \$52.50.
- The District shall divide the 2021-2022 school year pay rate for a substitute teacher among the elementary teachers who are assigned substitute responsibilities when a substitute teacher is not employed.
- Unit Members shall be compensated \$42 an hour for every six short term independent study packets that they put together and \$42 an hour for every six short term independent study packets that they review/correct.

## **2** Definitions

- "Face Coverings" – masks, face shield with cloth drape, or cloth face coverings, as recommended by federal, state, and local public health guidance.
- "Hand Sanitizer" – CDC recommended and FDA approved hand sanitizer.
- "Personal Protective Equipment" – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, mask, face shields, neck guards, barriers, gloves, goggles, etc.

## **3** Personal protective equipment ("PPE")

3.1 The District shall provide face coverings recommended by the local, state, and federal health guidance to all unit members and students for every day that unit members or students are required to report to school sites.

3.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

3.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

## **4** Face Covering Requirements

4.1 Face coverings shall be worn over the nose and mouth by all individuals while indoors on a school campus. This applies to all staff, all students in grades TK-12, all administrators, and any visitors on campus over two years of age. A teacher who is teaching classes from their classroom on site does not have to wear a face mask while alone in their classroom. The District shall develop and share with staff a plan to deal with individuals who are not in compliance with the face covering requirements.

4.2 An employee who has a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist shall contact Human Resources to begin the interactive process. In the event an employee cannot wear a mask due to a verified medical condition, the employee will be required to wear a face shield with a cloth drape if their condition permits.

### RSD Student Protocols for Face Coverings

## **5** Hand Washing Requirements

5.1 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

5.2 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.

5.3 The District shall comply with the following hand washing requirements:

- The District will provide each school site, classroom, and non-classroom workspace with hand washing/hand sanitizing supplies for regular daily use.
- Hand sanitizer or portable hand washing stations shall be provided at each ingress and

egress point on a school campus.

- All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus.

## **6 Health Guidelines and Orders**

- 6.1 The District will follow public health directives and agree to meet as soon as possible with the association, if necessary, to negotiate the impacts and effects of any revisions or updates to the guidelines.

## **7 Cleaning and Disinfecting**

- 7.1 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

- 7.2 Daily cleaning and disinfecting shall be done by trained custodial personnel.

- 7.3 Certificated unit members shall not be required to perform daily cleaning and disinfecting except for personal property or items.

## **8 Health Screening, Testing, Notification, and Contact Tracing**

- 8.1 Any changes in written procedures for daily self-screening will be communicated to students, employees, and visitors daily prior to entering school.

- 8.2 Unit members with any symptoms consistent with COVID-19, shall be directed to contact the Human Resources Department immediately to determine next steps based on current local, state, and federal health guidelines.

- 8.3 Upon notification that an employee has been diagnosed with COVID-19, the District shall initiate contact tracing procedures as directed by the Ventura County Public Health Department. The District shall notify Unit Members, other staff, and families as required by law.

## **9 Leaves**

- 9.1 The District shall apply leaves consistent with the Collective Bargaining Agreement and Rio School District Policies. In addition to the foregoing, unit members shall have access to any additional leave for which they are eligible pursuant to any modifications to state and/or federal leaves recently enacted to address the Coronavirus pandemic. Human Resources and Risk Management will provide all unit members information relative to any new COVID 19 related leaves in a timely manner (within 2 weeks of learning about the new leave).

- 9.2 Teachers placed in quarantine by the district shall have the option to work from home once any COVID leave has been exhausted. Sick leave shall not be deducted from the Unit Member and the Unit Member shall receive their full compensation and benefits so long as they are performing, the following bridge assignments for the duration of their regular work day, go through the interactive process with HR within 24 hours of their required quarantine, and they sign a work from home agreement:

- Small group virtual instruction with students in their class
- Preparing short-term independent study materials
- Writing emergency sub plans for future absences

- Other assignments as agreed to by the unit member and their site administrator

- 9.3** If a full class is placed in quarantine, but the Unit Member is is not, and is able to continue teaching, the unit member will provide short-term independent study for the duration of the quarantine based on the long-term independent study schedule under the Independent Study MOU. [https://docs.google.com/document/d/1\\_5nUYWfh\\_geIHqgx-Rsf6jPzynIQJIEKIQastPH8xV8/edit](https://docs.google.com/document/d/1_5nUYWfh_geIHqgx-Rsf6jPzynIQJIEKIQastPH8xV8/edit)
- 9.4** Unit members must submit proof of full vaccination for COVID-19 to the Human Resources Department no later than October 15, 2021. Unit members who do not provide proof of full vaccination by this date shall undergo weekly testing for COVID-19. Unit members who have medical contraindications to vaccination are not exempted from the testing requirements. Unit members seeking religious or medical exemptions to vaccination or testing shall contact Human Resources to begin the interactive process.
- 9.5** Once a required isolation/quarantine period is over Unit Members will be required to test and the work from home agreement will only be extended for any days still mandated by local health guidance such as an unvaccinated Unit Member who continues to test positive.
- 9.6** Unit members submitting weekly tests to Human Resources shall report their test results once every 7 days and within 24 hours of receiving the test results. Test results are valid for 7 days. Unit members who fail or refuse to comply with the weekly testing requirements and decline to work from home pursuant to Article 9.2 are subject to discipline and/or being placed on unpaid leave. If Unit Members cannot get an appointment in the community or find a test on their own, they must contact the HR department immediately to discuss their need for a test and see if the district has a test available.

The District shall accept results of rapid result or home COVID test kit and provide these kits if available, for members who are unable to obtain a test in a timely manner to meet the requirements due to appointment inavailability and processing time in order to meet the requirements. Home tests must be proctored or the Unit Member must submit the self-attestation form along with a photo of their test results. (See Appendix for self-attestation form)

If Unit Members are not able to obtain their test results in order to meet the requirements, Unit members shall have the opportunity to provide services for the District as mentioned in section 9.2 above until they have received a test and their results are available.

## **10** **COVID-19 Exposure and classroom or school site closure**

- 10.1** The District shall provide a COVID Test, subject to availability, for all Unit Members who exhibit symptoms of COVID-19 and have a known exposure. District will implement guidelines for isolation and quarantine based on current CDPH, Cal-Osha, and VCPH Guidelines.
- 10.2** The District will work with the Ventura County Department of Public Health to ensure that all staff being quarantined are given resources on how to properly quarantine.
- 10.3** The District reserves the right to determine when a classroom or school shall be closed or reopened based on local and state guidelines. The District shall communicate any and all decisions about closures and re-openings to the Association Leadership and commence negotiating the impacts of such changes.



**10.4** The District shall communicate to Unit Members any and all decisions regarding closures and reopenings at school site, or district wide level, prior to notifying parents and community. Such communication shall be by email or by telephone.

**11** Accommodation

**11.1** The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

**11.2** The District will utilize the interactive accommodations process to address accommodation requests from employees due to COVID-19 related concerns.

**12** Access limitations and association rights

**12.1** The District shall develop and implement a plan to minimize access to school sites by non-essential visitors, facility use permits, and volunteers.

**12.2** Facilities used under facility use permits and/or and or use by non district parties, shall be cleaned and sanitized prior to use by Unit Members and/or students.

**12.3** Representatives from the Association, including Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites for association business so long as they comply with all District and Site protocols and COVID Safety Guidelines.

**13** Duration

**13.1** The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

**13.2** The District and the Association agree that either party may notify the other party in writing regarding the immediate re-opening of negotiations relative to any article within this MOU at any time during the duration of this agreement.

**13.3** The Association and the District agree to continue bargaining the impacts and effects of any changes in mandates related to COVID19. The District and the Association agree to meet on a regular basis to complete this work.

**13.4** This MOU shall expire in full without precedent on June 18, 2022 unless extended by mutual written agreement of the Parties.

Tentatively Agreed to on January 26, 2022, pending ratification by the District and the Association.

For the District:

Rebecca Rocha 1/31/22

For the Association:

M. H. H. 02-03-22



**SCHOOL  
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**Board of Trustees**

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

**John D. Puglisi, Ph.D., Superintendent**

**Rio School District  
Employee COVID-19 Self-Test Attestation Form**

Please complete and return the following form to Human Resources:

**Employee Name:** \_\_\_\_\_

**Position Title:** \_\_\_\_\_

**School or Department:** \_\_\_\_\_

**Date of Test:** \_\_\_\_\_

I certify that on the above date I completed a self-administered COVID-19 rapid antigen test in accordance with the manufacturer's instructions. My results were as follows:

\_\_\_\_\_ Negative

\_\_\_\_\_ Positive (Requires immediate notification to Principal/Supervisor and Human Resources)

I understand that I am required to immediately notify my supervisor and the Human Resources Department in the event of a positive test result. Regardless of whether my test is negative or positive, I understand that I must submit this form to the Human Resources Department.

By signing this form, I certify that the information provided is accurate and I authorize the release of this information to the Rio School District and any third party as required by law.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

10.6





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.6 Ratification of the MOU with the Rio Teachers' Association regarding Retirement Incentive
Access	Public
Type	Action
Preferred Date	Feb 16, 2022
Recommended Action	Staff recommends approval.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

### Rationale:

The Rio Teachers' Association and the District have reached agreement regarding a retirement incentive to provide a retirement bonus to those RTA members who provide notice of retirement by February 9, 2022. To qualify, the Unit Member must be over 55 years of age with 10 or more years of service in the district. If 6-7 Unit Members provide early notification, the district will implement option 1 which is payment of \$25,000. If 8 or more Unit Members provide early notice, the District will implement option 2 which is a \$40,000 payment. The intent of the bonus is to provide Unit Members supplemental income to help cover health care costs to the age 65. Two equal payments will be made over two consecutive years to each Unit Member who qualifies for the incentive.

[RTA Retirement Incentive 21-22.pdf \(298 KB\)](#)

### Administrative Content

### Executive Content



**Retirement Incentive Agreement between**

**The Rio School District (District)**

**And Rio Teachers Association (RTA)**

1. The Rio School District (District) and the Rio Teachers Association (RTA) agree to an early retirement incentive program for **certificated employees** as set forth below. This 2022 early retirement incentive plan (2022 PLAN) is designed to make a contribution to help offset the cost for **certificated employees** electing to remain **employed beyond** their **eligible** retirement date because of the cost of health benefits **imposed on them** until reaching age 65, the current age for Medicare eligibility. **The 2022 PLAN** will be made **available** pursuant to an Internal Revenue Code § 403(b) based Special Pay Plan.
2. This program is a voluntary early retirement incentive plan (2022 PLAN) available to all **certificated employees** who have served **ten (10)** or more years as employees of the District, are at least **age fifty five (55)** at age of retirement, and eligible to retire under the State Teachers Retirement System or the Public Employees Retirement System, with an effective retirement/resignation date on or before June 30, 2022. The **certificated employee** electing the 2022 PLAN must terminate **employment** with the District effective no later than June 30 of the retirement year. This 2022 PLAN is designed to allow an employee to plan **their** retirement with some assurance that funding for health benefits will be available.
3. The District agrees to provide to those who qualify pursuant to this plan one of the following options:

**Option A (A minimum of eight (8) eligible employees is required to execute Option A):**

- a. **The District agrees to provide to those who qualify pursuant to the 2022 PLAN and who give early notification of their intent to retire (no later than 4:30 pm February 9, 2022) a payment of forty thousand dollars (\$40,000) as set out in Government Code §§ 22892 et seq., or as otherwise collectively bargained by RTA and the District.**
- b. **The certificated employee may elect to receive the forty thousand dollar (\$40,000) payment as follows:**
  1. **One installment of forty thousand dollars (\$40,000) shall be made to the Retiree's 403(b) Special Pay Plan on or before July 31, 2022, or**
  2. **Two equal installments of twenty thousand dollars (\$20,000): Installment Payment One, in the amount of \$20,000, shall be made to the Retiree's 403(b) Special Pay Plan on or before July 31, 2022. Installment Payment Two, in the amount of \$20,000, shall be made to the Retiree's 403(b) Special Pay Plan on or before July 31, 2023.**

- c. **In order to receive the forty thousand dollar (\$40,000) retirement incentive, the certificated employee must qualify pursuant to the 2022 PLAN and must submit completed paperwork including a letter of intent to retire effective June 30, 2022 no later than February 9, 2022 by 4:30 pm to the Human Resources Department.**
- d. **Notwithstanding the other provisions of this Agreement, eight (8) eligible employees must retire, effective on or before June 30, 2022 and have given the district early notification (No later than February 9, 2022 by 4:30 pm) and submitted the completed paperwork, as a prerequisite to Option A being granted to any employee.**
- e. **Should a minimum of eight (8) eligible employees, not participate in the 2022 PLAN, this plan will default to Option B for those eligible employees who have submitted the required paperwork according to the early notification deadline (February 9, 2022 by 4:30 pm to the Human Resources Department).**

**Option B (Between Six and Seven (6 -7) eligible employee threshold is met):**

- a. **The District agrees to provide to those who qualify pursuant to the 2022 PLAN and who give early notification of their intent to retire (no later than 4:30 pm February 9, 2022) a payment of twenty five thousand dollars (\$25,000) as set out in Government Code §§ 22892 et seq., or as otherwise collectively bargained by RTA and the District.**
- b. **A certificated employee may elect to receive the twenty five thousand dollars (\$25,000) payment as follows:**
  - 1. **One installment of twenty five thousand dollars (\$25,000) shall be made to the Retiree's 403(b) Special Pay Plan on or before July 31, 2022. Or**
  - 2. **Two equal installments of twelve thousand five hundred dollars (\$12,500): Installment Payment One, in the amount of \$12,500, shall be made to the Retiree's 403(b) Special Pay Plan on or before July 31, 2022. Installment Payment Two, in the amount of \$12,500, shall be made to the Retiree's 403(b) Special Pay Plan on or before July 31, 2023.**
- c. **In order to receive the twenty five thousand dollar (\$25,000) retirement incentive, the certificated employee must qualify pursuant to the 2022 PLAN and must submit completed paperwork including a letter of intent to retire effective June 30, 2022 no later than February 9, 2022 by 4:30 pm to the Human Resources Department.**



4. **The District will notify RTA no later than March 7, 2022 to confirm whether the number of eligible employees who exercised their intent to retire and participate in the 2022 PLAN satisfies the minimum eight (8) employees threshold, and upon notification that this requirement has been satisfied, the District will implement Option A of the early retirement incentive plan (2022 PLAN). If less than eight (8), and between six to seven (6-7) eligible employees have elected to participate in the 2022 PLAN, the District will implement Option B.**
5. Additionally, in compliance with the Older Workers Benefit Protection Act, each **certificated employee** who elects to submit his/her retirement/resignation pursuant to this Agreement **has the opportunity to withdraw his/her intent to retire/resign on or before March 31, 2022. The revocation must be in writing and received no later than 4:30 pm on March 31, 2022.** After that date, the agreement to retire/resign and receive the plan is final and irrevocable.
6. The dates in this Agreement are firm; and time is of the essence. The District and RTA agree to distribute information **immediately upon ratification of this Agreement by both the Board and RTA to allow eligible employees to consider the 2022 PLAN.**
7. The District and RTA specifically agree that the District has not made any representations or given any advice as to the tax or retirement consequences of the 2022 PLAN to any individual **certificated employee**, that the District is not responsible for or liable for any such tax or retirement consequences to **certificated employees**, and recommends that members consult their own tax preparation professional, retirement counselor, or other legal advisor with respect to the effect(s), if any, of the 2022 PLAN on their individual tax responsibility or the retirement implications for long term income.
8. This 2022 PLAN is offered only for eligible **certificated employees** on a one-time basis through June 30, 2022. It is a pilot program that will automatically cease on that date. It will be evaluated for its continuation on the basis of its potential cost savings. To continue it will require an affirmative agreement between the District and RTA. The parties to this Agreement stipulate that neither the fact of this Agreement nor its contents in whole or in part or the District's action in furtherance of its obligations under this Agreement shall be construed to be or used by RTA or its unit members as evidence of any precedent or practice on the part of the District, and that this Agreement shall not be admitted in any tribunal as evidence of any of the above except if RTA contends that the District violated this Agreement.
9. A **certificated employee** who chooses to retire/resign pursuant to this 2022 PLAN represents and agrees that he/she has carefully read and fully understands all of the provisions of this Agreement, that he/she has been given the opportunity to fully discuss the contents of this Agreement with an independent representative or attorney of his/her choice and has done so, and that he/she is voluntarily entering into this Agreement without coercion, duress, or undue influence. The **certificated employee** is required to set up a Special Pay 403(b) account through the District to receive the

payments. To assure timely payment, the account must be set up no later than May 1 of the year of retirement.

10. The District and RTA have cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed against the District or RTA.
11. This Agreement constitutes the entire understanding between the parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral and written, express or implied, are hereby superseded and merged herein.
12. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California and the United States of America. Any dispute about its application is subject to the arbitration process in the collective bargaining agreement between RTA and the District.

Rebecca Rocha

Director of Human Resources

1/24/22

For the District

Mark Veld

RTA President

01/24/22

For RTA

**Intent to Retire/Resign Pursuant to the Terms Agreed to by the Rio Teachers Association (RTA) and the Rio School District (DISTRICT)**

I have read and understand the terms and conditions of the 2022 early retirement incentive plan (2022 PLAN) between the RTA and the DISTRICT which Agreement is incorporated here as if fully set out.

**I am qualified to participate in the 2022 PLAN** according to that Agreement, and I hereby submit my intent to retire/resign during **the 2021-2022 school year in accordance with the terms of the 2022 PLAN Agreement**. Based upon my choice of date for the retirement/resignation, I will comply with the midyear or end of year notice and revocation dates set forth in the 2022 PLAN.

**I have been provided at least 21 days to consider this retirement/resignation under the 2022 PLAN Agreement and have agreed to sign it sooner and hereby waive the 21-day period. I have been provided at least 7 days to revoke it.** I understand that revocation must be in writing provided to the Assistant Superintendent, School and Systems Improvement. I therefore waive any and all actions which I may have for age discrimination as set out in the Age Discrimination in Employment Act and/or alternatively the Older Workers Benefit Protection Act.

I agree to execute all related documents to effectuate this agreement.

Date Agreement Terms Received \_\_\_\_\_ Initials \_\_\_\_\_

Date of Retirement/Resignation \_\_\_\_\_ Initials \_\_\_\_\_

Acknowledgement of right to revoke as set out in Agreement Initials \_\_\_\_\_

Acknowledgement that I am Responsible for my Future Tax Implications, if any, upon Withdrawing Funds from the 403(b) Initials \_\_\_\_\_

Special Plan set up with the District Initials \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee (print name here)                      Date

\_\_\_\_\_  
District Signature/Acceptance                      Date

\_\_\_\_\_  
Employee Signature      Date



10.7





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.7 Approval of the Expanded Learning Opportunities Grant Plan
Access	Public
Type	Action
Fiscal Impact	No

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

#### Rationale:

Local educational agencies must operate the Expanded Learning Opportunities Program pursuant to the requirements in California Education Code Section 46120, including the development of a program plan. The program plan needs to be approved by the Local Educational Agencies (LEA) Governing Board in a public meeting on the LEA's website.

Funds apportioned to school districts and charter schools based on prior year classroom-based average daily attendance for grades kindergarten through sixth grade (TK/K-6) and the prior year unduplicated pupil percentage as of the Second Principal Apportionment. The purpose of these funds is for afterschool and summer school enrichment programs as described in Education Code Section 46120.

The Rio School District will receive \$2,024,532.00 to operate the Expanded Learning Opportunities program.

[2021\\_Expanded\\_Learning\\_Opportunities\\_Program\\_Plan\\_Rio\\_Elementary\\_School\\_District\\_20220203.pdf \(563 KB\)](#)

[EXPLORE \(Former ASES\) After School Program Board Presentation February, 2022.pdf \(2,881 KB\)](#)

### Administrative Content

### Executive Content



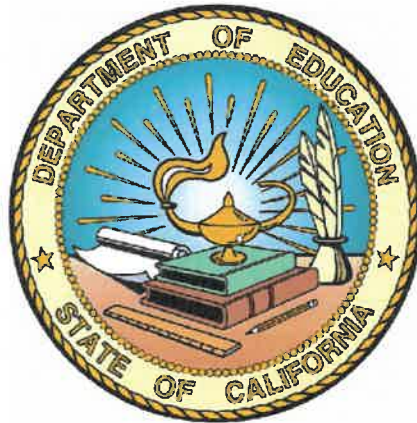


# Expanded Learning Opportunities Program Plan Guide

## EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Prepared by: Expanded Learning Division

California Department of Education 1430 N Street, Suite 3400  
Sacramento, CA 95814-5901  
916-319-0923



**This Program Plan Template Guide is required by California Education Code (EC) Section 46120(b)(2)**

**Note: This cover page is an example, programs are free to use their own logos and the name of their program.**

## Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Name of Local Educational Agency or Equivalent:	Rio Elementary School District
Contact Name:	Sonya Lopez Mercado
Contact Email:	smercado@rioschools.org
Contact Phone:	(805) 485-3111

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Rio del Mar
2. Rio del Norte
3. Rio del Sol
4. Rio del Valle Middle School
5. Rio Lindo
6. Rio Plaza
7. Rio Real
8. Rio Rosales
9. Rio Vista Middle School

### Purpose

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

### Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

"Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

### Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

## **1—Safe and Supportive Environment**

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

The Expanded Learning Opportunities Program will provide a safe environment that supports the physical and social-emotional needs of students. The program will be offered on each school site. Transportation will be provided to students in the program who live in areas that are deemed unsafe for pedestrian travel. In collaboration with site administration, each program will participate in safety drills by the end of the first trimester. The program will emphasize students' social emotional learning; staff will be trained in restorative practices, trauma informed practices, and classroom management.

## **2—Active and Engaged Learning**

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

The ELO-P will engage student participants in activities that promote collaboration and introduce students to a variety of experiences. Enrichment opportunities will include a variety of hands-on activities that promote social emotional learning, literacy, and Communication, Collaboration, Critical Thinking, Creativity and Caring (the 5 Cs). Activities may include athletics, art, music, outdoor education, STEM, public speaking, and homework help.

## **3—Skill Building**

Describe how the program will provide opportunities for students to experience skill building.

The goals of the ELO-P align with the 5 Cs-Communication, Collaboration, Critical Thinking, Creativity and Caring- as well as social emotional learning (SEL) competencies of Self-Awareness, Self-Management, Responsible Decision-Making, Relationship Skills, and Social Awareness. Enrichment activities that promote active and engaged learning will promote the 5Cs. Students will develop SEL skills through participation in community building circles that build trust and communication, mindfulness practices to identify and regulate emotions, and restorative justice practices that invite students to repair harm. Students will engage in cooking and nutrition classes focused on the Harvest of the Month program and produce from local growers.

## **4—Youth Voice and Leadership**

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

The ELO-P will provide students with opportunities to contribute to program design and provide access to leadership roles. All students will share and engage with others in community circles or daily check-ins. Students will have opportunities to for leadership as peer restorative justice facilitators. Student surveys will allow for student input regarding program design and activities. Students will also have choices of clubs and enrichment opportunities based on their interests.



## 5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

The program will support student well-being and healthy lifestyles through physical activity, nutrition education, healthy meals, and outdoor education. Students in grades 1-6 will have options to participate in various organized and developmental sports activities. Children in the TK and kindergarten program will participate in age-appropriate movement and play opportunities. Outdoor education programs will be available. Students will receive either a supper meal or snack prepared by the Child Nutrition department and will have opportunities to participate in nutrition education classes and workshops. Various gardening or outdoor education programs will be available to all students. In collaboration with the Child Nutrition department, the program will offer cooking and nutrition education classes.

## 6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

The program will create a safe environment that values diversity and equity for all students. The program will actively recruit staff that reflects the community of the students served. Program information and help completing forms and applications will be available in English, Spanish, and Mixteco. Staff will participate in diversity and equity training. Other school staff (principals, counselors, teachers, office staff) will communicate physical and developmental needs of individual students to site coordinators, including students with disabilities. Materials selected for activities will represent diversity of student participants.

## 7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

The program will recruit and retain high quality staff and provide ongoing professional development based on staff and student needs. Although they will be hired and employed by contracted agencies, staff directly supporting children in the program will meet the same requirements as Instructional Assistants. Staff will participate in professional development as required by the district, as well as the partner agencies. Some of these trainings include opportunities in restorative justice practices, trauma informed practices in schools, classroom management, sports, literacy, and STEM. District will hire a credentialed teacher liaison for each school site who will support the staff in developing appropriate teaching and learning strategies and classroom management. The liaison will observe staff and offer feedback as well as model these strategies. Staff will observe teachers at the assigned school site at least three times per year.

## 8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

The Rio School District's expanded learning programs' vision and mission are the same as those of the district.

**Vision:** The Rio School District and community empower students to achieve their full potential in our community, our American democracy and our diverse changing world.

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

With input from students, parents, teachers, staff, and administrators, the district will adjust goals to meet students' needs. The program's goals include:

- Build collaboration with BGCOP, RSD, Teacher Liaisons, site principals, district leadership and parents to provide robust enrichment programs based on site and district goals and initiatives.
- Provide students with structured physical fitness and healthy nutrition and safety practices that are aligned to the district Wellness Policy and to the California Physical Education Content Standards to promote healthy lifestyles and physical development.
- All after school program staff will promote the social emotional development of all students and will develop relationships with students so that every student feels valued, safe, and respected.
- Provide students and parents with opportunities to give feedback about the program, participate in leadership roles, and develop ideas for programs.

## 9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

The Rio School District has developed partnerships with outside agencies to provide staffing for the ELO-P. Staff from both agencies will work under the guidance and direction of a district-employed after school program site coordinator. Staff employed by partner Community Based Organizations will participate in professional development opportunities determined by the district.

The district has also developed partnerships with outside agencies who will provide additional resources support and training (Ventura County Office of Education, Ventura County Public Health, Field Hockey Federation, and more). The district will continue to seek partnerships with outside agencies who can provide resources to students based on student needs.

## 10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

The program uses data from multiple sources to assess its strengths and weaknesses in order to continuously improve program design, outcomes and impact. The continuous quality improvement process will incorporate feedback from staff, parents, students, and partners. Such feedback will inform program goals within the framework of the Rio School District Mission and Vision and the Quality Standards for Expanded Learning in California.

## 11—Program Management

Describe the plan for program management.

Program management will mirror management of the Rio School District's After School Education and Safety program.

The Director of District Programs, in collaboration with other district and site administrators, will be responsible for overall program oversight. The Director of District Programs will submit necessary data reports to CDE . Site

coordinators hired by the district will guide the daily operations of the program at each school site. This includes recording attendance, sharing program information with parents, ordering materials. Program staff hired by partner agencies will facilitate activities in the classroom of 20 children.



## General Questions

### Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

The district receives funding to operate the After School Education and Safety (ASES) program at seven of its nine schools. By adopting local ASES program policies and procedures for the ELO-P and using funds from ELO-P to expand and enhance ASES enrichment programs, such as music and sports, expanded learning programs

### Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

Professional development of TK and Kindergarten program staff includes a new hire orientation that covers basic health and safety and program implementation; staff also participate in learning pathways designed to support the age group the staff works with from 0-12 years old. Topics include problem solving, developmentally appropriate programming, child assessment, positive relationships, and basic health and safety standards.

The TK/Kindergarten program provides a balanced approach of play and academics. Staff use child guided inspiration to support learning, taking their cues from children's interest and expanding into activities and projects. Catalyst staff meet with school teachers to discuss goals, strengths, and challenges as it relates to the children attending and builds adult guided experiences to complement school day learning.

TK and Kindergarten students will be served by a combination of ELO and CSPP funds to provide expanded learning programs.

### Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

#### Sample 1st-5th Grade Schedule

2:22-2:40 Attendance/ Drop off Belongings

2:45-3:15 Snack Time/ SPARKS



**3:15-4:10 Power Hour (Homework Support)**

**4:10-4:30 Reading**

**4:30-5:00 Enrichment**

**5:00-5:25 SPARKS/ Community Circle**

**5:30-6:00 Pick Up / Closing**

**Sample TK/K Schedule**

**12:40 - 12:45 TK/Kinder Pick Up**

**12:45 - 12:55 Wash Hands**

**12:55 - 1:15 Supper**

**1:15 - 2:00 Homework**

**2:00 – 2:15 Class Announcements**

**2:15 - 3:15 30 Fit**

**3:15 3:20 Wash Hands**

**3:20 – 4:20 Clubs**

**4:20 – 6:00 Open Recreation**

**Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:**

**EC Section 46120(b)(2):**

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

**EC Section 46120(b)(1)(A):**

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

**EC Section 46120(b)(1)(B):**

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

**EC Section 46120(b)(3):**

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

**EC Section 46120(b)(4):**

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

**EC Section 46120(b)(6):**

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

**EC Section 46120(c):**

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

**EC Section 8482.3(d):**

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

**EC Section 8482.6:**

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

**EC sections 8483.4 and 46120(b)(2)(D):**

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

**EC Section 8482.3(c)(1)(A–B):**

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.



10.8





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.8 Approval of the 21/22 School Safety Plans for all School Sites
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the School Safety Plans for 2021/2022.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p>

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Education Code 32280-32288 requires all school districts with enrollment over 2501 to develop Safe School Plans.

Once approved, a copy of each school plan will be available at each school site, the district office and the website.

<a href="#">CSSP Rio del Valle 2021_2022.pdf (610 KB)</a>	<a href="#">RDM CSSP 2122 FINAL.pdf (1,936 KB)</a>
<a href="#">RRO CSSP 21- 22.pdf (1,753 KB)</a>	<a href="#">RDS Safety Plan 2021-22.pdf (987 KB)</a>
<a href="#">RDN 21_22 Comprehensive School Safety Plan.pdf (601 KB)</a>	<a href="#">Rio Plaza CSSP 21-22.pdf (1,079 KB)</a>
<a href="#">Rio Lindo CSSP 2021-2022 (2).pdf (400 KB)</a>	<a href="#">Final - Rio Vista CSSP 21-22 .pdf (414 KB)</a>
<a href="#">Rio Real Elementary School CSSP 21-22.pdf (523 KB)</a>	

**Administrative Content**

**Executive Content**





Reports and Attachments  
Can be viewed online at  
[www.rioschools.org](http://www.rioschools.org)



10.9





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.9 Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of June 30, 2021.
Access	Public
Type	Action
Recommended Action	It is recommended that the Independent Auditors Annual Financial Reports be approved.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent of Business Services

#### Rationale:

As required by Education Code 41020, the District undergoes independent financial and compliance audits annually. An audit of the district as a whole is performed as well as a separate audit of the Measure G and Measure L bond funds. The audits serve a variety of purposes, including ensuring the fiscal integrity of the District and identifying areas for improvement.

The audit firm of EideBailly has submitted their findings to the Board of Education. A representative of the firm will be present to provide an overview of their findings and respond to any questions the Board may have. Copies of the reports have been sent to the Board under separate cover.

The audits comply with all state standards for school district audits and fulfill the District's obligation for outside oversight per state law.

[Rio SD AU-C 260 letter.pdf \(900 KB\)](#)

[Rio ESD Final Financial Statements.pdf \(2,356 KB\)](#)

[Rio SD AU-C 260 letter Measure G.pdf \(686 KB\)](#)

[Rio ESD Msr G Financial and Performance Audits.pdf \(1,230 KB\)](#)

[Rio SD AU-C 260 letter Measure L.pdf \(693 KB\)](#)

[Rio ESD Msr L Financial and Performance Audits.pdf \(1,230 KB\)](#)

### Administrative Content

## Executive Content

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11.2





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of the Special Board Meeting of August 28, 2021.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Special Board Meeting of August 28, 2021.
Minutes	View Minutes for Aug 28, 2021 - Rio School District Special Board Meeting

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

Staff recommends approval.

MinSpec08282021.pdf (49 KB)

**Administrative Content**

**Executive Content**

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





**Rio School District  
Minutes  
Special Board Meeting  
August 28, 2021  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  
Open Session: 9:00 a.m.**

**Members present**

Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson. President Bautista joined at 9:10 p.m. /

**1. Preliminary Business**

**1.1 Pledge of Allegiance**

Trustee Torres called the meeting to order at 9:03 a.m.

Trustee Torres led the flag salute.

**1.2 Roll Call**

Trustee Torres called the roll. Trustee Torres, Martinez-Cortes, Kristine Anderson and Armas were present. President Bautista arrived at 9:10 a.m.

**2. Approval of the Agenda**

**2.1 Agenda corrections, additions, and modifications.**

There were not corrections or modifications to the agenda.

**2.2 Approval of the Agenda**

**Motion by Linda Armas, second by Eleanor Torres.**

**Final Resolution: Motion Carries**

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

**Not Present at the Vote: Cassandra Bautista**

**3. Open Session 9:00 am**

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

There were no public comments.

**4. Information/Action**

**4.1 District Goals Development Retreat**

Superintendent Puglisi explained the purpose of the retreat is to engage the Governing Board, administrators and parents in developing district goals.

Principals, teachers and parent leaders were invited to share their thoughts, comments and input in developing the goals to include safety, learning excellence, and the districts achievement of last year's goals and what their thoughts are when creating this year's goals.

Two of the main goals shared by all were safety and addressing socio-emotional learning for all students.

Superintendent Puglisi stated that all the notes and comments will be reviewed to develop the goals and will be brought back for action.

**5. Adjournment**

**5.1 Adjournment**

Trustee Torres adjourned the meeting at 1:42 p.m.

**Approved on this 16th day of February, 2022.**

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John Puglisi, Ph.D., Secretary

Date

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Edith Martinez-Cortes, Clerk of the Board

Date

11.3







**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.3 Approval of the Minutes of the Regular Board Meeting of January 19, 2022
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of January 19, 2022.
Minutes	View Minutes for Jan 19, 2022 - RSD Regular Board Meeting

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

Staff recommends approval.

Min1192022.pdf (59 KB)

**Administrative Content**

**Executive Content**

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





**Rio School District  
Minutes  
Regular Board Meeting  
January 19, 2022  
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, Linda Armas, Kristine Anderson

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

**1.1 Call to Order**

President Anderson called the meeting to order at 5:00 p.m.

**1.2 Pledge of Allegiance**

President Anderson led the flag salute.

**1.3 Roll Call**

Trustee Torres called the roll. President Anderson and Trustees Torres and Armas were present. Trustees Bautista and Cortes-Martinez were absent.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

President Anderson pulled item 10.12 Approval of Proposal from Kruger Benson Ziemer Architects (KBZ) for Rio Vista Gym HVAC to Discussion/Action.

**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, Kristine Anderson**

**3. Public Comment-Closed Session**

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

Public comments on closed session items were heard from Marisela Valdez, Cara Espinoza, Julia Wittlin, Debbie Zaritsky and Nicole Martin.

President Anderson adjourned the meeting into closed session at 5:18 p.m.

#### **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

President Anderson reconvened the meeting at 6:47 p.m.

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

In closed session, the Board took action to approve the Settlement Agreement in the amount of \$10,000, to resolve all claims by an employee in the classification of secretary and concerning the employee's classification.

The roll call vote was by unanimous vote.

President Anderson stated they will return to closed session after the regular meeting.

#### **6. Public Hearing**

6.1 Establish Trustee Areas and Elections By-Trustee Areas

President Anderson opened the public hearing at 6:48 p.m. There were no public comments. Superintendent Puglisi introduced David Lopez, Demographer with Corporate Strategies. Mr. Lopez explained the timeline for the process and stated this will be the first of several public hearings.

President Anderson closed the public hearing at 7:03 p.m.

#### **7. Communications**

7.1 Acknowledgement of Correspondence to the Board

Trustee Armas informed the board that she has received several emails that the other board members have also received.

President Anderson stated that she received a letter from the Ventura County Office of Education certifying our First Interim Budget.

7.2 Board Member Reports

There were no board member reports.

### 7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, President of Rio Teachers' Association and Elena Ramirez, President of California School Employees Association.

### 7.4 Superintendent Report

Superintendent Puglisi updated the governing board on increases in COVID cases and quarantines compared to December 2021. There are new state and federal guidelines that have changed and the district is working on implementing. We continue in person instruction. Staffing has been a challenge not just in our district but across the nation. Thanks to all staff that have stepped up to help in the supporting the sites. We have had 25% of our staff out, and we covering as best we can. Thanks to the board for supporting district decisions.

Our biggest charge is to focus on student learning, we just completed Trimester 1 and started Trimester 2. We will be sharing information on assessments. Focusing on what's important in learning including the socio-emotional support for students.

Leadership at every level is very important.

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.

There were no public comments.

## **8. Information**

### 8.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services along with Dr. Joel Kirschenstein, District Consultant, discussed the District Vehicle Relocation plan. More information will continue to follow.

### 8.2 Educational Services Reports/Assessments

Oscar Hernandez, Assistant Superintendent of Educational Services, shared information on the Interim Assessment Data.

### 8.3 Human Resources Updates

Rebecca Rocha, Director of Human Resources, presented an update on COVID and attendance.

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

Wael Saleh, Assistant Superintendent of Business Services, informed the board this is an information item in relation to Measure L. We will be preparing to begin the next step in the process. Mr. Saleh introduced Stacy Toledo, Bond Counsel from Parker and Covert. Ms. Toledo explained this step in the process is a two part process and the resolution will be brought to the board in February for action.

Jon Isom, Financial Advisor, also explained the waiver from the state that the board approved a few months ago. The state did approve the waiver. Jon Baracy, Raymond James underwriter, was also available for questions.

## **9. Discussion/Action**

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

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.

**Motion by Linda Armas, second by Kristine Anderson.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Linda Armas, Kristine Anderson**

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

Trustee Armas motioned to approve the proposed leaseback/sublease agreement with the City of Oxnard for Turnout Park Circle, a sublease amendment contingent on City of Oxnard staff review and authorizing the Superintendent to approve any substantiated changes.

**Motion by Linda Armas, second by Kristine Anderson.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Linda Armas, Kristine Anderson**

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

It is recommended that the Board Approve the District to go out to Bid for the Rio del Sol Playground Equipment both options and bring bids to the Governing Board for final approval.

**Motion by Eleanor Torres, second by Linda Armas.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Linda Armas, Kristine Anderson**

## **10. Consent**

**10.1 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, Linda Armas, Kristine Anderson

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 Ziemen Architects (KBZ) for the Rio Vista Gym HVAC.

It is recommended that the Board approve the proposal from KBZ for their architectural services for the Rio Vista Gym HVAC.

Motion by Eleanor Torres, second by Kristine Anderson.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Linda Armas, Kristine Anderson

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

Trustee Torres requested information on the Cadet Program and After School Program.

11.2 Future Meeting Dates: February 16, 2022

**12. Adjournment**

**12.1 Adjournment**

President Anderson adjourned the meeting back into closed session at 9:07 p.m.

President Anderson reconvened the meeting at 9:50 p.m. and reported no action was taken.

President Anderson adjourned the meeting at 9:50 p.m.

**Approved on this 16th day of February, 2022.**

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John Puglisi, Ph.D., Secretary

Date

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Edith Martinez-Cortes, Clerk of the Board

Date



11.4





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.4 Ratification of the Commercial Warrant for January 7, 2022 through February 8 , 2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,849,635.61
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 January 7, 2022 through February , 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	\$2,439,085.59
Fund 130	Cafeteria Fund	\$229,466.37
Fund 212	Building Fund Measure L	\$1,109,815.87
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$13,806.64
Fund 252	CAPITAL FACILITIES COMMERCIAL	\$33,735.95
Fund 490	Capital Projects Fund for Blen	<u>\$26,528.36</u>
Total		\$3,852,438.75
Less Unpaid Tax Liability		<u>-\$2803.14-</u>
Total:		\$3,849,635.61

Monthly Board Report of Checks 01-07-22 to 02-08-22 (1).pdf (135 KB)

**Administrative Content**

**Executive Content**

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

## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043771	01/27/2022	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-2200	42.41	
5009043500	01/10/2022	The Math Learning Center	010-4140	523.13	
5009043723	01/25/2022	The Math Learning Center	010-4140	9,414.22	
5009043742	01/27/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4140	1,199.57	
5009043484	01/10/2022	Diverse Education	010-4200	413.95	
5009043506	01/10/2022	PERMA BOUND	010-4200	407.04	
5009043572	01/18/2022	AMAZON CAPITAL SERVICES	010-4200	314.98	
5009043696	01/24/2022	PERMA BOUND	010-4200	60.50	
5009043725	01/25/2022	PERMA BOUND	010-4200	1,986.86	
5009043734	01/27/2022	AMAZON CAPITAL SERVICES	010-4200	45.11-	
5009043742	01/27/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4200	31.85	
5009043751	01/27/2022	The Math Learning Center	010-4200	370.17	
5009043753	01/27/2022	PERMA BOUND	010-4200	1,836.35	
5009043759	01/27/2022	Scholastic Inc.	010-4200	499.61	
5009043849	02/03/2022	PERMA BOUND	010-4200	101.26	
5009043873	02/08/2022	AMAZON CAPITAL SERVICES	010-4200	264.20	
5009043468	01/10/2022	Navarro-Herrejon, Rosa E	010-4300	117.02	
5009043479	01/10/2022	Blick Art Materials	010-4300	144.87	
5009043480	01/10/2022	BROOKES PUBLISHING CO.	010-4300	169.44	
5009043488	01/10/2022	Ethan Gray	010-4300	487.06	
5009043490	01/10/2022	FLINN SCIENTIFIC, INC.	010-4300	90.13	
5009043506	01/10/2022	PERMA BOUND	010-4300	18.51	
5009043507	01/10/2022	PRO-ED, INC	010-4300	70.35	
5009043510	01/10/2022	SC FUELS	010-4300	4,695.07	
5009043511	01/10/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	122.95	
5009043515	01/10/2022	SUPER DUPER PUBLICATIONS	010-4300	130.95	
5009043517	01/10/2022	TELCOM, INC	010-4300	8,920.73	
5009043519	01/10/2022	Wael Saleh	010-4300	4,654.29	
5009043524	01/11/2022	John Gosnell DBA Gforce Printing	010-4300	819.38	
5009043525	01/11/2022	House Sanitary Supply	010-4300	51.74	
5009043526	01/11/2022	Integrated Fire and Safety	010-4300	375.00	
5009043527	01/11/2022	JOHNSTONE SUPPLY	010-4300	1,925.09	
5009043534	01/11/2022	THE BERRY MAN, INC.	010-4300	145.20	
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	010-4300	6,041.74	
5009043538	01/11/2022	West Music	010-4300	4,524.95	
5009043542	01/11/2022	ZOO-PHONICS	010-4300	9,191.04	
5009043543	01/13/2022	Lindley, Beth	010-4300	123.50	
5009043544	01/13/2022	Fleming, Mary K	010-4300	15.06	
5009043545	01/13/2022	Villapudua, Nadia	010-4300	37.79	
5009043547	01/13/2022	Airgas	010-4300	25.72	
5009043552	01/13/2022	Aswell Trophy	010-4300	21.85	
5009043554	01/13/2022	Barnes & Noble Inc.	010-4300	1,194.02	
5009043555	01/13/2022	Brenda Bravo	010-4300	536.16	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043558	01/13/2022	Coastal Enterprises	010-4300	786.60	
5009043566	01/13/2022	Fiberbuilt	010-4300	6,032.89	
5009043567	01/13/2022	Remind101, Inc	010-4300	1,793.05	
5009043570	01/18/2022	Arreguin, Michael A	010-4300	300.00	
5009043572	01/18/2022	AMAZON CAPITAL SERVICES	010-4300	14,685.58	
5009043573	01/18/2022	Aswell Trophy	010-4300	6,075.83	
5009043586	01/18/2022	GOPHER SPORTS	010-4300	766.91	
5009043588	01/18/2022	ETA Hand2mind	010-4300	209.43	
5009043589	01/18/2022	HOME DEPOT CREDIT SERVICES	010-4300	8,517.25	
5009043594	01/18/2022	JW Pepper & Son, Inc.	010-4300	697.38	
5009043596	01/18/2022	Lawson Products	010-4300	39.60	
5009043601	01/18/2022	NIMCO	010-4300	427.50	
5009043602	01/18/2022	OFFICE DEPOT	010-4300	1,738.78	
5009043608	01/18/2022	Refrigeration Supp Distrib.	010-4300	1,088.13	
5009043610	01/18/2022	SC FUELS	010-4300	1,594.91	
5009043614	01/18/2022	Southwest School & Office Supply	010-4300	44.98	
5009043615	01/18/2022	SCHOOL SPECIALTY, LLC	010-4300	369.22	
5009043618	01/18/2022	Traffic Technologies, LLC	010-4300	76.48	
5009043623	01/20/2022	Gutierrez, Rosaizela M	010-4300	48.80	
5009043624	01/20/2022	AMAZON CAPITAL SERVICES	010-4300	46.57	
5009043627	01/20/2022	Aswell Trophy	010-4300	1,986.71	
5009043629	01/20/2022	Captain Carl	010-4300	625.00	
5009043637	01/20/2022	Augustine Garcia	010-4300	988.88	
5009043639	01/20/2022	JW Pepper & Son, Inc.	010-4300	49.99	
5009043641	01/20/2022	MHS	010-4300	812.50	
5009043642	01/20/2022	OFFICE DEPOT	010-4300	12,139.05	
5009043645	01/20/2022	SCRIPPS NATIONAL SPELLING BEE	010-4300	164.50	
5009043646	01/20/2022	Skechers USA Inc.	010-4300	356.87	
5009043659	01/20/2022	Western Psychological Services	010-4300	150.00	
5009043661	01/24/2022	Araiza, Ruth	010-4300	336.24	
5009043662	01/24/2022	Zaritsky, Deborah H	010-4300	16.15	
5009043664	01/24/2022	Gray, Ethan T	010-4300	48.13	
5009043667	01/24/2022	ARJAY'S WINDOW FASHIONS	010-4300	918.00	
5009043669	01/24/2022	Bamboo Pipeline	010-4300	837.20	
5009043673	01/24/2022	Demco	010-4300	1,576.59	
5009043681	01/24/2022	GOPHER SPORTS	010-4300	1,075.51	
5009043686	01/24/2022	JOHNSTONE SUPPLY	010-4300	256.59	
5009043689	01/24/2022	Magnatag Visable Systems	010-4300	1,412.62	
5009043690	01/24/2022	Mark It Place	010-4300	650.93	
5009043693	01/24/2022	OFFICE DEPOT	010-4300	230.18	
5009043695	01/24/2022	PEARSON	010-4300	477.99	
5009043697	01/24/2022	PITSCO	010-4300	416.83	
5009043707	01/24/2022	Traffic Technologies, LLC	010-4300	19.12	
5009043715	01/25/2022	Ellevation Inc.	010-4300	6,100.00	
5009043716	01/25/2022	Ewing Irrigation Products Inc	010-4300	144.07	
5009043719	01/25/2022	LAKESHORE	010-4300	1,227.97	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043721	01/25/2022	LEARNING A-Z	010-4300	2,624.40	
5009043722	01/25/2022	Linde Gas & Equipment Inc.	010-4300	118.20	
5009043731	01/27/2022	Guyenn, Robert J	010-4300	26.80	
5009043732	01/27/2022	Francis, Kylie M	010-4300	100.00	
5009043734	01/27/2022	AMAZON CAPITAL SERVICES	010-4300	11,164.86	
5009043735	01/27/2022	RUTH ARAIZA	010-4300	627.37	
5009043738	01/27/2022	C D W GOVERNMENT, INC.	010-4300	633.65	
5009043752	01/27/2022	OFFICE DEPOT	010-4300	1,299.79	
5009043757	01/27/2022	S & S WORLDWIDE	010-4300	4,172.91	
5009043758	01/27/2022	SC FUELS	010-4300	2,295.40	
5009043760	01/27/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	435.10	
5009043762	01/27/2022	Southwest School & Office Supply	010-4300	491.63	
5009043763	01/27/2022	Studies Weekly	010-4300	1,620.51	
5009043765	01/27/2022	SUPER DUPER PUBLICATIONS	010-4300	123.18	
5009043773	01/27/2022	WORTHINGTON DIRECT, INC.	010-4300	10,113.60	
5009043776	02/01/2022	Aguilar, Linda	010-4300	79.99	
5009043777	02/01/2022	AMAZON CAPITAL SERVICES	010-4300	1,887.90	
5009043778	02/01/2022	Aswell Trophy	010-4300	2,631.18	
5009043781	02/01/2022	CDTF	010-4300	1,948.48	
5009043782	02/01/2022	C D W GOVERNMENT, INC.	010-4300	215.22	
5009043792	02/01/2022	Grainger	010-4300	143.22	
5009043794	02/01/2022	HEIDISONGS	010-4300	199.96	
5009043797	02/01/2022	JOHNSTONE SUPPLY	010-4300	712.57	
5009043803	02/01/2022	The Math Learning Center	010-4300	267.38	
5009043805	02/01/2022	OFFICE DEPOT	010-4300	1,344.53	
5009043806	02/01/2022	PEARSON	010-4300	1,601.79	
5009043807	02/01/2022	PhySciRA	010-4300	32,775.00	
5009043811	02/01/2022	SC FUELS	010-4300	2,445.96	
5009043817	02/03/2022	Plomteaux, Ronda J	010-4300	72.69	
5009043818	02/03/2022	Trammell, Lori L	010-4300	353.52	
5009043823	02/03/2022	Aquaax, LLC	010-4300	2,880.50	
5009043826	02/03/2022	CCP Industries Inc.	010-4300	287.51	
5009043835	02/03/2022	Forum Music Festivals	010-4300	8,573.00	
5009043839	02/03/2022	GOPHER SPORTS	010-4300	109.76	
5009043841	02/03/2022	Image Source	010-4300	103.12	
5009043847	02/03/2022	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010-4300	47.52	
5009043848	02/03/2022	OFFICE DEPOT	010-4300	35.02	
5009043851	02/03/2022	SC FUELS	010-4300	299.21	
5009043852	02/03/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	1,919.72	
5009043853	02/03/2022	Schoolhouse Educational Srvc	010-4300	159.00	
5009043854	02/03/2022	Skechers USA Inc.	010-4300	500.24	
5009043859	02/03/2022	TELCOM, INC	010-4300	1,568.17	
5009043868	02/03/2022	Western Psychological Services	010-4300	111.76	
5009043873	02/08/2022	AMAZON CAPITAL SERVICES	010-4300	13,442.61	
5009043876	02/08/2022	BARON INDUSTRIES	010-4300	695.74	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043889	02/08/2022	House Sanitary Supply	010-4300	2,082.11	
5009043890	02/08/2022	JOHNSTONE SUPPLY	010-4300	44.10	
5009043893	02/08/2022	O'Reilly Auto Parts	010-4300	255.25	
5009043894	02/08/2022	OFFICE DEPOT	010-4300	4,700.90	
5009043896	02/08/2022	PRINTECH	010-4300	1,728.34	
5009043897	02/08/2022	SC FUELS	010-4300	2,183.82	
5009043904	02/08/2022	US AIRCONDITIONING DIST.	010-4300	1,070.65	
5009043905	02/08/2022	U.S. Bank Corporate Payment Systems	010-4300	2,624.61	
5009043589	01/18/2022	HOME DEPOT CREDIT SERVICES	010-4325	28.94	
5009043590	01/18/2022	House Sanitary Supply	010-4325	61.67	
5009043606	01/18/2022	Pioneer Chemical Co	010-4325	6,620.82	
5009043614	01/18/2022	Southwest School & Office Supply	010-4325	532.30	
5009043638	01/20/2022	House Sanitary Supply	010-4325	328.62	
5009043717	01/25/2022	House Sanitary Supply	010-4325	115.56	
5009043726	01/25/2022	Pioneer Chemical Co	010-4325	582.37	
5009043754	01/27/2022	Pioneer Chemical Co	010-4325	290.06	
5009043796	02/01/2022	House Sanitary Supply	010-4325	965.51	
5009043856	02/03/2022	Southwest School & Office Supply	010-4325	678.97	
5009043895	02/08/2022	Pioneer Chemical Co	010-4325	747.71	
5009043589	01/18/2022	HOME DEPOT CREDIT SERVICES	010-4335	201.38	
5009043510	01/10/2022	SC FUELS	010-4360	460.74	
5009043523	01/11/2022	Ewing Irrigation Products Inc	010-4360	1,243.20	
5009043562	01/13/2022	Ewing Irrigation Products Inc	010-4360	147.46	
5009043572	01/18/2022	AMAZON CAPITAL SERVICES	010-4360	166.04	
5009043589	01/18/2022	HOME DEPOT CREDIT SERVICES	010-4360	952.40	
5009043610	01/18/2022	SC FUELS	010-4360	261.50	
5009043677	01/24/2022	Ewing Irrigation Products Inc	010-4360	497.56	
5009043712	01/24/2022	YAMA LAWNMOWER REPAIR	010-4360	644.54	
5009043724	01/25/2022	Pacific Equipment	010-4360	264.77	
5009043758	01/27/2022	SC FUELS	010-4360	235.39	
5009043793	02/01/2022	Green Thumb Nursery	010-4360	32.33-	
5009043851	02/03/2022	SC FUELS	010-4360	98.49	
5009043876	02/08/2022	BARON INDUSTRIES	010-4360	18.48	
5009043881	02/08/2022	Ewing Irrigation Products Inc	010-4360	151.62	
5009043888	02/08/2022	Green Thumb Nursery	010-4360	610.24	
5009043897	02/08/2022	SC FUELS	010-4360	216.51	
5009043493	01/10/2022	GOPHER SPORTS	010-4400	914.77	
5009043547	01/13/2022	Airgas	010-4400	72.84	
5009043572	01/18/2022	AMAZON CAPITAL SERVICES	010-4400	832.48	
5009043594	01/18/2022	JW Pepper & Son, Inc.	010-4400	810.54	
5009043600	01/18/2022	NICK RAIL MUSIC	010-4400	302.84	
5009043619	01/18/2022	Tri-County Office Furniture	010-4400	3,250.19	
5009043681	01/24/2022	GOPHER SPORTS	010-4400	382.04	
5009043734	01/27/2022	AMAZON CAPITAL SERVICES	010-4400	927.53	
5009043839	02/03/2022	GOPHER SPORTS	010-4400	229.90	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043907	02/08/2022	WORTHINGTON DIRECT, INC.	010-4400	5,003.98	
5009043473	01/10/2022	360 Degree Customer Inc.	010-5100	47,719.33	
5009043626	01/20/2022	Assistance League School	010-5100	9,078.57	
5009043628	01/20/2022	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	239,876.75	
5009043653	01/20/2022	Ventura County Office of Education Business	010-5100	12,394.80	
5009043654	01/20/2022	Ventura County Office of Education Business	010-5100	10,070.79	
5009043815	02/01/2022	The Stepping stones Group, LLC	010-5100	7,413.79	
5009043820	02/03/2022	360 Degree Customer Inc.	010-5100	33,307.85	
5009043861	02/03/2022	Ventura County Office of Education Business	010-5100	37,505.00	
5009043862	02/03/2022	Ventura County Office of Education Business	010-5100	18,720.00	
5009043902	02/08/2022	The Stepping stones Group, LLC	010-5100	3,623.85	
5009043467	01/10/2022	Carrillo, Josefina	010-5200	61.49	
5009043469	01/10/2022	Smith, Amy	010-5200	149.00	
5009043470	01/10/2022	Tan, Charlene A	010-5200	39.20	
5009043471	01/10/2022	Trammell, Lori L	010-5200	133.29	
5009043472	01/10/2022	Minnis, Krista J	010-5200	73.64	
5009043509	01/10/2022	SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	010-5200	150.00	
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	010-5200	1,059.65	
5009043546	01/13/2022	Beckman, Janelle	010-5200	82.20	
5009043574	01/18/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5200	998.00	
5009043609	01/18/2022	SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	010-5200	300.00	
5009043655	01/20/2022	Ventura County Office of Education Business	010-5200	495.00	
5009043663	01/24/2022	Serratos, Eric	010-5200	7.62	
5009043709	01/24/2022	Ventura County Office of Education Business	010-5200	120.00	
5009043730	01/25/2022	Ventura County Office of Education Business	010-5200	100.00	
5009043733	01/27/2022	Beckman, Janelle	010-5200	129.11	
5009043775	02/01/2022	Amparan, Naomi A	010-5200	37.37	
5009043780	02/01/2022	California Lutheran University CRLP	010-5200	1,195.00	
5009043810	02/01/2022	VERONICA RAUSCHENBERGER	010-5200	1,060.23	
5009043819	02/03/2022	Dombrowski, Katherine	010-5200	33.49	
5009043863	02/03/2022	Ventura County Office of Education Business	010-5200	100.00	
5009043864	02/03/2022	Ventura County Office of Education Business	010-5200	100.00	
5009043905	02/08/2022	U.S. Bank Corporate Payment Systems	010-5200	836.74	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	010-5300	409.98	
5009043905	02/08/2022	U.S. Bank Corporate Payment Systems	010-5300	709.00	
5009043537	01/11/2022	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5450	147,709.50	
5009043599	01/18/2022	MWG MESTMAKER & ASSOCIATES	010-5450	160.00	
5009043651	01/20/2022	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5450	154,936.00	
5009043487	01/10/2022	SOUTHERN CALIF. EDISON	010-5520	30,395.16	
5009043580	01/18/2022	SOUTHERN CALIF. EDISON	010-5520	21,431.91	
5009043634	01/20/2022	SOUTHERN CALIF. EDISON	010-5520	5,084.44	
5009043834	02/03/2022	SOUTHERN CALIF. EDISON	010-5520	10,184.10	
5009043880	02/08/2022	SOUTHERN CALIF. EDISON	010-5520	15,840.49	
5009043492	01/10/2022	THE GAS COMPANY	010-5530	6,936.77	
5009043583	01/18/2022	THE GAS COMPANY	010-5530	567.72	
5009043679	01/24/2022	THE GAS COMPANY	010-5530	4,943.52	
5009043744	01/27/2022	THE GAS COMPANY	010-5530	7,443.01	
5009043885	02/08/2022	THE GAS COMPANY	010-5530	1,915.39	
5009043481	01/10/2022	CITY OF OXNARD	010-5540	15,000.96	
5009043522	01/11/2022	CITY OF OXNARD	010-5540	5,147.32	
5009043535	01/11/2022	UNITED WATER CONSERVATION DIST	010-5540	2,734.82	
5009043550	01/13/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	366.00	
5009043556	01/13/2022	California American Water	010-5540	3,980.94	
5009043557	01/13/2022	CITY OF OXNARD	010-5540	2,202.83	
5009043631	01/20/2022	CITY OF OXNARD	010-5540	5,014.45	
5009043647	01/20/2022	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5540	2,279.60	
5009043739	01/27/2022	CULLIGAN WATER	010-5540	81.75	
5009043755	01/27/2022	Ventura County Watershed Protection District	010-5540	4,800.00	
5009043770	01/27/2022	UNITED WATER CONSERVATION DIST	010-5540	5,686.76	
5009043783	02/01/2022	CITY OF OXNARD	010-5540	17,114.57	
5009043808	02/01/2022	Ventura County Watershed Protection District	010-5540	5,280.00	
5009043828	02/03/2022	CITY OF OXNARD	010-5540	2,653.76	
5009043829	02/03/2022	CULLIGAN WATER	010-5540	434.25	
5009043899	02/08/2022	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5540	1,529.00	
5009043903	02/08/2022	UNITED WATER CONSERVATION DIST	010-5540	3,432.03	
5009043486	01/10/2022	E J Harrison & Sons	010-5560	8,983.03	
5009043561	01/13/2022	E J Harrison & Sons	010-5560	105.32	
5009043676	01/24/2022	E J Harrison & Sons	010-5560	9,342.27	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	010-5600	1,224.00	
5009043540	01/11/2022	XEROX CORPORATION	010-5600	279.54	
5009043576	01/18/2022	De Lage Landen Financial Services, Inc.	010-5600	206.48	
5009043604	01/18/2022	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5600	1,005.66	
5009043612	01/18/2022	Security Self Storage	010-5600	232.00	
5009043867	02/03/2022	Wireless CCTV LLC	010-5600	3,000.00	
5009043905	02/08/2022	U.S. Bank Corporate Payment Systems	010-5600	992.00	
5009043517	01/10/2022	TELCOM, INC	010-5610	1,880.00	
5009043541	01/11/2022	YAMA LAWNMOWER REPAIR	010-5610	550.76	
5009043549	01/13/2022	AMERICAN BUILDING COMFORT	010-5610	120.00	
5009043604	01/18/2022	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5610	125.66-	
5009043668	01/24/2022	AUTO CITY GLASS	010-5610	261.88	
5009043694	01/24/2022	Pacific Equipment	010-5610	1,370.56	
5009043745	01/27/2022	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009043761	01/27/2022	Sonitrol	010-5610	1,256.73	
5009043768	01/27/2022	TELCOM, INC	010-5610	945.00	
5009043802	02/01/2022	M/M Mechanical Inc.	010-5610	789.11	
5009043855	02/03/2022	Sonitrol	010-5610	445.00	
5009043497	01/10/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	328.11	
5009043528	01/11/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	1,495.43	
5009043529	01/11/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009043660	01/20/2022	XEROX CORPORATION	010-5612	1,340.71	
5009043749	01/27/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	217.47	
5009043774	01/27/2022	XEROX CORPORATION	010-5612	7,255.83	
5009043800	02/01/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	328.11	
5009043843	02/03/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	328.11	
5009043844	02/03/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009043521	01/11/2022	AIRPORT AUTO TECH	010-5620	341.24	
5009043560	01/13/2022	DURBIANO FIRE EQUIPMENT, INC.	010-5620	2,256.56	
5009043613	01/18/2022	SERVICE PRO-FIRE PROTECTION	010-5620	7,156.00	
5009043700	01/24/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	397.63	
5009043821	02/03/2022	AIRPORT AUTO TECH	010-5620	2,700.67	
5009043564	01/13/2022	Fence Factory	010-5630	98.33	
5009043589	01/18/2022	HOME DEPOT CREDIT SERVICES	010-5630	25.16	
5009043764	01/27/2022	Sunbelt Rentals	010-5630	143.39	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043482	01/10/2022	Diane DeLaurantis	010-5800	500.00	
5009043489	01/10/2022	FGL Environmental	010-5800	168.00	
5009043494	01/10/2022	Raul Ramirez Flores DBA Hersi Party Services	010-5800	1,140.00	
5009043495	01/10/2022	Jenny L. Ponzuric	010-5800	3,250.00	
5009043498	01/10/2022	Live Scan Ventura	010-5800	260.00	
5009043501	01/10/2022	MAXIM STAFFING SOLUTIONS	010-5800	19,342.46	
5009043502	01/10/2022	Moxi, The Wolf museum of Exploration & Innovation	010-5800	50.00	
5009043504	01/10/2022	OC Tech Innovations Corp	010-5800	720.00	
5009043505	01/10/2022	PASSAGEWAY, INC.	010-5800	4,793.97	
5009043512	01/10/2022	Shredrite Co/Shredrite Inc	010-5800	149.00	
5009043513	01/10/2022	TIME WARNER CABLE	010-5800	29.99	
5009043514	01/10/2022	Stephen L. Peters	010-5800	960.00	
5009043518	01/10/2022	Vantage Learning USA LLC	010-5800	34,887.00	
5009043530	01/11/2022	Michael Lorimer	010-5800	3,643.26	
5009043532	01/11/2022	SERVICE PRO-FIRE PROTECTION	010-5800	1,484.00	
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	010-5800	2,929.44	
5009043548	01/13/2022	All Languages Interpreting	010-5800	890.30	
5009043565	01/13/2022	FGL Environmental	010-5800	247.00	
5009043568	01/13/2022	Ventura County Star	010-5800	1,632.20-	
5009043569	01/18/2022	Henschel, James R	010-5800	110.00	
5009043571	01/18/2022	Adam Burton	010-5800	1,350.00	
5009043575	01/18/2022	Christine Plasencia	010-5800	600.00	
5009043577	01/18/2022	Diane DeLaurantis	010-5800	1,950.00	
5009043584	01/18/2022	Luis Gerardo Guillen	010-5800	1,250.00	
5009043585	01/18/2022	Golden State Alarms, Inc.	010-5800	7,460.77	
5009043592	01/18/2022	John Tracy Center	010-5800	175.00	
5009043597	01/18/2022	Lynne M Slidders	010-5800	750.00	
5009043598	01/18/2022	MAXIM STAFFING SOLUTIONS	010-5800	21,368.18	
5009043605	01/18/2022	PARADIGM HEALTHCARE SERVICES	010-5800	865.25	
5009043611	01/18/2022	SECURE CONTENT SOLUTIONS	010-5800	4,953.23	
5009043613	01/18/2022	SERVICE PRO-FIRE PROTECTION	010-5800	3,388.00	
5009043622	01/20/2022	Pimentel, Leslie T	010-5800	157.00	
5009043626	01/20/2022	Assistance League School	010-5800	3,571.43	
5009043632	01/20/2022	CALIFORNIA SCHOOL MANAGEMENT	010-5800	3,150.00	
5009043635	01/20/2022	edpuzzle	010-5800	1,300.00	
5009043643	01/20/2022	Reed Mechanical Systems Inc.	010-5800	21,450.00	
5009043644	01/20/2022	SCRIPPS NATIONAL SPELLING BEE	010-5800	164.50	
5009043649	01/20/2022	TAFT ELECTRIC	010-5800	239.00	
5009043652	01/20/2022	Ventura County Office of Education Business	010-5800	3,450.00	
5009043658	01/20/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,702.00	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043671	01/24/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	440.00	
5009043672	01/24/2022	Diane DeLaurantis	010-5800	1,750.00	
5009043680	01/24/2022	Luis Gerardo Guillen	010-5800	1,000.00	
5009043682	01/24/2022	MARIA HERNANDEZ	010-5800	300.00	
5009043683	01/24/2022	William Venegas Hip Hop Mindset	010-5800	5,320.00	
5009043684	01/24/2022	Integrated Fire and Safety	010-5800	3,780.56	
5009043685	01/24/2022	IXL Learning	010-5800	4,613.00	
5009043691	01/24/2022	MAXIM STAFFING SOLUTIONS	010-5800	10,458.00	
5009043692	01/24/2022	MobyMax	010-5800	319.00	
5009043698	01/24/2022	Kevin Puhl DBA Puhl Prints Screen Printing	010-5800	568.46	
5009043701	01/24/2022	SchoolMint Inc	010-5800	5,468.90	
5009043702	01/24/2022	SCRIPPS NATIONAL SPELLING BEE	010-5800	164.50	
5009043703	01/24/2022	Steve Sunnarborg	010-5800	737.50	
5009043708	01/24/2022	Typing Agent	010-5800	4,800.00	
5009043710	01/24/2022	WEVideo Inc.	010-5800	3,150.00	
5009043718	01/25/2022	IXL Learning	010-5800	24,559.00	
5009043737	01/27/2022	CDTF	010-5800	43.00	
5009043741	01/27/2022	Explore Learning	010-5800	8,402.25	
5009043747	01/27/2022	Jostens	010-5800	172.70	
5009043756	01/27/2022	RCD of Santa Monica Mountains	010-5800	15,700.00	
5009043761	01/27/2022	Sonitrol	010-5800	2,222.76	
5009043784	02/01/2022	Stephen Clark	010-5800	450.00	
5009043785	02/01/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	255.00	
5009043787	02/01/2022	Diane DeLaurantis	010-5800	1,800.00	
5009043790	02/01/2022	Luis Gerardo Guillen	010-5800	450.00	
5009043791	02/01/2022	Ghanem Ayed Elhersh	010-5800	5,670.00	
5009043795	02/01/2022	Maria Laura Hendrix	010-5800	2,850.00	
5009043804	02/01/2022	MAXIM STAFFING SOLUTIONS	010-5800	5,118.72	
5009043812	02/01/2022	Steve Sunnarborg	010-5800	350.00	
5009043813	02/01/2022	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5800	1,738.00	
5009043815	02/01/2022	The Stepping stones Group, LLC	010-5800	1,917.09	
5009043827	02/03/2022	TIME WARNER CABLE	010-5800	959.68	
5009043831	02/03/2022	DISCOVERY EDUCATION, INC,	010-5800	2,600.00	
5009043836	02/03/2022	Franklin Covey	010-5800	12,327.34	
5009043838	02/03/2022	Golden State Alarms, Inc.	010-5800	1,118.66	
5009043840	02/03/2022	Haynes Education Center (NPS) Star Academy	010-5800	297.50	
5009043846	02/03/2022	Learning Priority, Inc	010-5800	4,950.00	
5009043857	02/03/2022	School Services Of California	010-5800	244.94	
5009043865	02/03/2022	Manuel M. Munoz DBA VIDA NEWSPAPER	010-5800	1,250.00	
5009043866	02/03/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	3,324.00	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043869	02/03/2022	Dr. Elizabeth Yeager	010-5800	2,743.50	
5009043870	02/08/2022	Martinez, Rigoberto	010-5800	50.00	
5009043872	02/08/2022	Adam Burton	010-5800	1,100.00	
5009043874	02/08/2022	AVID CENTER	010-5800	5,674.00	
5009043878	02/08/2022	Diane DeLaurantis	010-5800	2,000.00	
5009043883	02/08/2022	Food Corps	010-5800	15,000.00	
5009043886	02/08/2022	Luis Gerardo Guillen	010-5800	800.00	
5009043887	02/08/2022	Gold Coast Radio LLC	010-5800	2,940.00	
5009043891	02/08/2022	MAXIM STAFFING SOLUTIONS	010-5800	7,459.68	
5009043898	02/08/2022	SISC FINANCE	010-5800	295.50	
5009043902	02/08/2022	The Stepping stones Group, LLC	010-5800	937.07	
5009043905	02/08/2022	U.S. Bank Corporate Payment Systems	010-5800	1,530.16	
5009043906	02/08/2022	Ventura County Star	010-5800	500.01	
5009043531	01/11/2022	Myers, Widders, Gibson, Jones	010-5802	75.83	
5009043825	02/03/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	33,641.00	
5009043475	01/10/2022	AT&T	010-5900	3,715.96	
5009043476	01/10/2022	AT&T	010-5900	223.15	
5009043491	01/10/2022	Frontier Communications	010-5900	801.10	
5009043539	01/11/2022	Windstream	010-5900	7,582.00	
5009043553	01/13/2022	AT&T	010-5900	2,129.88	
5009043563	01/13/2022	FEDEX	010-5900	58.03	
5009043582	01/18/2022	FEDEX	010-5900	236.12	
5009043636	01/20/2022	Frontier Communications	010-5900	635.92	
5009043678	01/24/2022	Frontier Communications	010-5900	298.75	
5009043711	01/24/2022	Windstream	010-5900	7,726.55	
5009043713	01/25/2022	AT&T	010-5900	67.42	
5009043743	01/27/2022	Frontier Communications	010-5900	315.50	
5009043779	02/01/2022	AT&T	010-5900	225.88	
5009043789	02/01/2022	FEDEX	010-5900	27.82	
5009043824	02/03/2022	AT&T	010-5900	1,420.00	
5009043837	02/03/2022	Frontier Communications	010-5900	58.50	
5009043882	02/08/2022	FEDEX	010-5900	70.56	
5009043884	02/08/2022	Frontier Communications	010-5900	56.38	
5009043657	01/20/2022	VERIZON WIRELESS	010-5920	411.11	
5009043898	02/08/2022	SISC FINANCE	010-9516	6,806.59	
5009043892	02/08/2022	United of Omaha Life Ins. Co.	010-9534	778.32	
5009043898	02/08/2022	SISC FINANCE	010-9534	633,958.35	
			010-9537	24,783.81	
5009043767	01/27/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	100,418.88	
5009043736	01/27/2022	Ca. Dept. of Tax & Fee Admin	010-9552	2,703.01	
<b>Total Number of Checks</b>			<b>361</b>	<b>2,439,085.59</b>	
5009043478	01/10/2022	Best Equipment Repair Service	130-4300	766.60	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043510	01/10/2022	SC FUELS	130-4300	371.74	
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	130-4300	12,000.89	
5009043587	01/18/2022	Green Thumb Nursery	130-4300	306.63	
5009043642	01/20/2022	OFFICE DEPOT	130-4300	972.63	
5009043746	01/27/2022	Green Thumb Nursery	130-4300	376.59	
5009043752	01/27/2022	OFFICE DEPOT	130-4300	363.77	
5009043758	01/27/2022	SC FUELS	130-4300	54.19	
5009043793	02/01/2022	Green Thumb Nursery	130-4300	430.31	
5009043811	02/01/2022	SC FUELS	130-4300	38.61	
5009043848	02/03/2022	OFFICE DEPOT	130-4300	32.35	
5009043851	02/03/2022	SC FUELS	130-4300	47.51	
5009043873	02/08/2022	AMAZON CAPITAL SERVICES	130-4300	163.95	
5009043894	02/08/2022	OFFICE DEPOT	130-4300	1,462.74	
5009043905	02/08/2022	U.S. Bank Corporate Payment Systems	130-4300	119.99	
5009043485	01/10/2022	Driftwood Dairy, Inc.	130-4710	5,973.91	
5009043516	01/10/2022	SYSCO VENTURA, INC.	130-4710	17,662.14	
5009043534	01/11/2022	THE BERRY MAN, INC.	130-4710	8,155.80	
5009043559	01/13/2022	Driftwood Dairy, Inc.	130-4710	6,197.19	
5009043578	01/18/2022	Driftwood Dairy, Inc.	130-4710	888.09	
5009043595	01/18/2022	Laubacher Farms, inc	130-4710	2,200.00	
5009043616	01/18/2022	SYSCO VENTURA, INC.	130-4710	23,313.16	
5009043617	01/18/2022	THE BERRY MAN, INC.	130-4710	8,198.29	
5009043623	01/20/2022	Gutierrez, Rosaizela M	130-4710	81.36	
5009043633	01/20/2022	Driftwood Dairy, Inc.	130-4710	3,229.51	
5009043640	01/20/2022	Laubacher Farms, inc	130-4710	486.00	
5009043648	01/20/2022	SYSCO VENTURA, INC.	130-4710	15,105.01	
5009043650	01/20/2022	THE BERRY MAN, INC.	130-4710	4,206.65	
5009043670	01/24/2022	CDE/CASHIER'S OFFICE	130-4710	1,336.65	
5009043674	01/24/2022	Driftwood Dairy, Inc.	130-4710	800.30	
5009043704	01/24/2022	SYSCO VENTURA, INC.	130-4710	5,209.39	
5009043706	01/24/2022	THE BERRY MAN, INC.	130-4710	1,308.50	
5009043714	01/25/2022	Driftwood Dairy, Inc.	130-4710	884.16	
5009043720	01/25/2022	Laubacher Farms, inc	130-4710	234.00	
5009043729	01/25/2022	THE BERRY MAN, INC.	130-4710	1,561.55	
5009043740	01/27/2022	Driftwood Dairy, Inc.	130-4710	3,513.27	
5009043750	01/27/2022	Laubacher Farms, inc	130-4710	2,313.00	
5009043766	01/27/2022	SYSCO VENTURA, INC.	130-4710	14,790.08	
5009043769	01/27/2022	THE BERRY MAN, INC.	130-4710	6,962.06	
5009043788	02/01/2022	Driftwood Dairy, Inc.	130-4710	4,118.13	
5009043801	02/01/2022	Laubacher Farms, inc	130-4710	450.00	
5009043814	02/01/2022	THE BERRY MAN, INC.	130-4710	7,615.13	
5009043832	02/03/2022	Dominos Pizza	130-4710	36.00	
5009043833	02/03/2022	Driftwood Dairy, Inc.	130-4710	998.59	
5009043845	02/03/2022	Laubacher Farms, inc	130-4710	1,400.00	

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## Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043858	02/03/2022	SYSCO VENTURA, INC.	130-4710	20,766.80	
5009043860	02/03/2022	THE BERRY MAN, INC.	130-4710	1,309.65	
5009043879	02/08/2022	Driftwood Dairy, Inc.	130-4710	2,613.81	
5009043900	02/08/2022	SYSCO VENTURA, INC.	130-4710	14,068.05	
5009043901	02/08/2022	THE BERRY MAN, INC.	130-4710	890.20	
5009043508	01/10/2022	Puretec Industrial Water	130-5600	316.08	
5009043607	01/18/2022	Puretec Industrial Water	130-5600	460.32	
5009043656	01/20/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	902.63	
5009043727	01/25/2022	Puretec Industrial Water	130-5600	230.16	
5009043772	01/27/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	1,005.01	
5009043809	02/01/2022	Puretec Industrial Water	130-5600	230.16	
5009043660	01/20/2022	XEROX CORPORATION	130-5612	128.74	
5009043774	01/27/2022	XEROX CORPORATION	130-5612	157.15	
5009043474	01/10/2022	Anna Jackson	130-5800	7,000.00	
5009043568	01/13/2022	Ventura County Star	130-5800	649.10	
5009043666	01/24/2022	Acorn Appliance Service	130-5800	1,245.67	
5009043728	01/25/2022	Restaurant Success Center	130-5800	158.00	
5009043822	02/03/2022	Anna Jackson	130-5800	7,000.00	
5009043871	02/08/2022	Acorn Appliance Service	130-5800	1,559.25	
5009043905	02/08/2022	U.S. Bank Corporate Payment Systems	130-5800	65.00	
5009043476	01/10/2022	AT&T	130-5900	3.43	
5009043553	01/13/2022	AT&T	130-5900	16.98	
5009043593	01/18/2022	Jordano's	130-6400	577.72	
5009043736	01/27/2022	Ca. Dept. of Tax & Fee Admin	130-8634	714.01	
5009043630	01/20/2022	CDE/CASHIER'S OFFICE	130-9320	662.56	
5009043736	01/27/2022	Ca. Dept. of Tax & Fee Admin	130-9552	.53-	
<b>Total Number of Checks</b>			<b>69</b>	<b>229,466.37</b>	
5009043483	01/10/2022	DELL MARKETING L.P. C/O DELL USA LP	212-4300	134.79	
5009043877	02/08/2022	C D W GOVERNMENT, INC.	212-4400	1,592.91	
5009043699	01/24/2022	Reed Mechanical Systems Inc.	212-5600	1,312.50	
5009043503	01/10/2022	N/V/5 West, Inc.	212-5800	3,788.50	
5009043568	01/13/2022	Ventura County Star	212-5800	466.04	
5009043625	01/20/2022	ARC	212-5800	71.90	
5009043665	01/24/2022	Abundance Internet Inc.	212-5800	4,295.00	
5009043786	02/01/2022	Cyber Copy	212-5800	167.93	
5009043798	02/01/2022	KBZ Architects	212-6101	31,725.00	
5009043477	01/10/2022	Banner Bank	212-6102	24,363.93	
5009043499	01/10/2022	Los Angeles Engineering	212-6102	462,914.74	
5009043503	01/10/2022	N/V/5 West, Inc.	212-6135	12,606.00	
5009043799	02/01/2022	KENCO CONSTRUCTION SERVICES	212-6145	17,640.00	
5009043581	01/18/2022	EJS Construction, Inc	212-6202	317,785.89	
5009043816	02/01/2022	Venco Electric	212-6202	3,358.00	

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

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Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009043496	01/10/2022	KBZ Architects	212-6219	24,298.50	
5009043687	01/24/2022	KBZ Architects	212-6219	48,666.00	
5009043748	01/27/2022	KBZ Architects	212-6219	22,759.00	
5009043798	02/01/2022	KBZ Architects	212-6219	4,112.00	
5009043496	01/10/2022	KBZ Architects	212-6220	1,400.00	
5009043579	01/18/2022	DIV. OF THE STATE ARCHITECT	212-6220	32,700.00	
5009043675	01/24/2022	DIV. OF THE STATE ARCHITECT	212-6220	12,130.00	
5009043748	01/27/2022	KBZ Architects	212-6220	560.00	
5009043688	01/24/2022	KENCO CONSTRUCTION SERVICES	212-6245	5,040.00	
5009043799	02/01/2022	KENCO CONSTRUCTION SERVICES	212-6245	3,960.00	
5009043875	02/08/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	42,048.00	
5009043799	02/01/2022	KENCO CONSTRUCTION SERVICES	212-6290	1,440.00	
5009043483	01/10/2022	DELL MARKETING L.P. C/O DELL USA LP	212-6400	27,087.73	
5009043736	01/27/2022	Ca. Dept. of Tax & Fee Admin	212-9552	1,391.51	
<b>Total Number of Checks</b>			<b>22</b>	<b>1,109,815.87</b>	
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	251-4400	1,688.98	
5009043850	02/03/2022	Reed Mechanical Systems Inc.	251-5610	3,400.00	
5009043533	01/11/2022	Tetra Tech Divisions	251-5800	2,486.00	
5009043705	01/24/2022	TAFT ELECTRIC	251-5800	2,783.50	
5009043786	02/01/2022	Cyber Copy	251-5800	3,448.16	
<b>Total Number of Checks</b>			<b>5</b>	<b>13,806.64</b>	
5009043830	02/03/2022	CULVER-NEWLIN, INC.	252-4300	15,994.20	
5009043620	01/18/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009043591	01/18/2022	JENSEN DESIGN & SURVEY	252-6135	577.50	
5009043533	01/11/2022	Tetra Tech Divisions	252-6235	4,564.22	
<b>Total Number of Checks</b>			<b>4</b>	<b>33,735.92</b>	
5009043536	01/11/2022	U.S. Bank Corporate Payment Systems	490-4400	8,302.96	
5009043603	01/18/2022	Pacific West Communities, Inc	490-5600	7,500.00	
5009043520	01/10/2022	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	50.00	
5009043568	01/13/2022	Ventura County Star	490-5800	1,428.80	
5009043621	01/18/2022	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	2,350.00	
5009043551	01/13/2022	A4E	490-6219	896.60	
5009043842	02/03/2022	KBZ Architects	490-6219	6,000.00	
<b>Total Number of Checks</b>			<b>7</b>	<b>26,528.36</b>	

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
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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.

Checks Dated 01/07/2022 through 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
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**Fund Recap**

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
010	General Fund	361	2,439,085.59
130	Cafeteria Fund	69	229,466.37
212	Building Fund Measure L	22	1,109,815.87
251	CAPITAL FACILITIES - RESIDENTI	5	13,806.64
252	CAPITAL FACILITIES COMMERCIAL	4	33,735.92
490	Capital Projects Fund for Blen	7	26,528.36
Total Number of Checks		<b>441</b>	<b>3,852,438.75</b>
Less Unpaid Tax Liability			<u>2,803.14-</u>
<b>Net (Check Amount)</b>			<b><u>3,849,635.61</u></b>

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

ESCAPE ONLINE

11.5





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.5 Approval of February Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Feb 16, 2022
Recommended Action	Staff recommends approval

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

### Rationale:

Staff recommends approval of the February Personnel Report.

PERS Report - February 16, 2022.pdf (61 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**

**February 16, 2022**

**Certificated Personnel Report**

**Certificated Resignation:**

Schuster, Lauren, returning for 80% LOA, effective 22/23 School Year

Griffin, Jaclyn, Physical Education Teacher, Rio del Valle, (1.0) FTE, 40% LOA effective 03/07/2022 - 06/16/2022

Soto, Omar, Physical Education Teacher, Rio del Valle, (.40) FTE, effective 03/07/2022 - 06/16/2022

**Classified Personnel Report**

**Classified Involuntary Transfer:**

Burciaga, Arturo, from Instructional Assistant/SPED, (5.75)hrs, Rio Del Valle to Instructional Assistant/SPED, (5.75)hrs, Rio Del Norte, effective 1/24/22

Luna, Olga, from Campus Supervision Assistant, (3.83)hrs, Rio Real to Campus Supervision Assistant, (3.25)hrs, Rio Del Mar, effective 1/24/22

**Classified Leave of Absence:**

Aguayo, Jazmin, Instructional Assistant/SPED, (5.75) hours, Rio Real, effective 1/24/22 - 2/18/22

Vega, Suzanna, Speech & Language Pathology Assistant, (5.75) hours, District office, effective 1/25/22 - 2/25/22

**Classified Ratification of Employment:**

Magana, Ana, District Parent/Student/Teacher Liaison, (8) hours, District office, effective 2/7/22

Reynoso, Lyana, Secretary, (8) hours, District office, effective 7/1/2018

Romero, Cruz, Campus Supervision Assistant, (4.5) hours, Rio Del Norte, effective 2/7/22

**Classified Resignation:**

Dovgin, Joanne, Campus Supervision Assistant, (4.33) hours, Rio Del Mar, effective 2/4/22

Gordon, Karin, from Instructional Assistant/SPED, (5.75) hours, Rio Rosales, effective 1/13/22

**Short Term Employment:**

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





11.6





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.6 Approval of the Mediated Settlement Agreement and Revised Rio del Valle Bell Schedule
Access	Public
Type	Action (Consent)
Preferred Date	Feb 16, 2022
Recommended Action	Staff Recommends Approval.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

**Rationale:** The District and Rio Teacher's Association have reached an agreement to resolve a disagreement regarding the 2021-2022 bell schedule for Rio del Valle.

Approval of this item allows the district to continue implementation of the new bell schedule and move forward with negotiating the bell schedule for the 2022-2023 school year at Rio del Valle.

Grievance Settlement Rio del Valle Bell Schedule.pdf (141 KB)

Rio Del Valle Middle School rev bell schedule 1\_20\_22.pdf (103 KB)

### Administrative Content

### Executive Content

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## GRIEVANCE SETTLEMENT AGREEMENT

This Grievance Settlement Agreement ("Agreement") is entered into between the Rio School District ("District") and the Rio Teachers Association, CTA/NEA ("RTA") (collectively referred to as "the Parties").

WHEREAS, on September 16, 2021, RTA filed a Grievance on behalf of RTA regarding an alleged violation of Article 6 of the collective bargaining agreement concerning changes to the instructional schedules at Rio Del Valle Middle School ("RDV") for the 2021-2022 school year (hereinafter "the Grievance").

WHEREAS, the parties wish to resolve this dispute without further litigation and without any admission of liability.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In compromise and resolution of the controversy, the District agrees to modify the instructional schedules at RDV no later than January 24, 2022 and adopt the schedules set forth in the attached **Exhibit A** for the remainder of the 2021-2022 school year only.
2. In exchange for and consideration of the terms of this Agreement, RTA agrees to dismiss the Grievance in its entirety with prejudice. RTA's signature on this Agreement shall serve to dismiss the Grievance with prejudice.
3. The Parties further agree to negotiate the instructional schedules at RDV for the 2022-2023 school year only, and agree that any such agreements entered and/or schedules negotiated between the Parties for the 2022-2023 school year are non-precedent setting and cannot be relied upon to create a practice in the future.
4. RTA and its members are fully aware of and familiar with the rights and requirements set forth in Article 6 of the Collective Bargaining Agreement ("Agreement") between the District and RTA, the Education Code, and applicable District policies, and to the extent any provision of this Agreement conflicts with said rights and requirements, said rights and requirements are knowingly and voluntarily waived and deemed fully complied with in regard to this Agreement only. It is the expressed intent of the parties for this Agreement to account for, supplant, and take the place of any due process afforded to RTA or its members by the Agreement, or any policy, statute or regulation. RTA and its members hereby waive any additional due process, including the right to an arbitration hearing, in this matter.
5. This Agreement has been negotiated in good faith between the District and RTA and constitutes the complete compromise, settlement and agreement of any and all disputes, contractual or legal, pertaining to the subject matter of the Grievance.
6. This Agreement shall not be considered in any way an admission of any misapplication or violation of any provision of the collective bargaining agreement or any statute or

regulation, nor of any liability or wrongdoing by District, its Board of Trustees, nor any officers, executives, agents, or employees of the District.

7. This Agreement is unique unto its own circumstances and shall in no way set a precedent for RTA or any employee in the future, and furthermore, no party hereto shall cite this Agreement or its terms as precedent for any purpose in the future.
8. The Parties agree that this Agreement shall not impact or change the instructional and/or work schedules at any other school site, other than RDV. RTA agrees to forgo the right, if any, to contest the 2021-2022 instructional schedules at RDV or any other aspect of this Agreement under the Agreement or in any other manner or forum, including, but not limited to, through a grievance or in a court of law or government agency. RTA will not present nor pursue any contest, claim or challenge to the instructional schedules agreed upon in this Agreement, or resulting from its implementation, including in particular with respect to Article 6, Section B of the CBA (30 minute period prior to instructional day), on behalf of any individual employee or group of employees. If the District makes any changes to the agreed upon 2021-22 RDV schedule without RTA's agreement, then RTA reserves the right to present or pursue any contest, claim or challenge to said changes.
9. This Agreement resolves all claims, monetary or otherwise, which were raised, or could have been raised, by RTA and/or the employees it represents in connection with the Grievance. RTA, on behalf of any and all affected unit members, waives and releases any such additional claims and/or causes of action under the CBA, arising out of the matters which gave rise to the grievance brought by RTA on September 16, 2021.
10. This Agreement expires on June 30, 2023.

RTA Representative/Designee

Rio School District

  
Marisela Valdez President, RTA      01-24-22  
Date

  
Rebecca Rocha, Director      1/24/22  
Date



**2021-2022 Bell Schedule**

*Breakfast 7:50-8:15*

*Warning Bell 8:18 a.m. – 8:21 a.m.*

**6th Grade Regular Schedule (336 minutes)**

Homeroom P.1	8:21 – 8:36	(15)
Period 2	8:39– 9:24	(45)
Period 3	9:27-10:12	(45)
Period 4	10:15-11:00	(45)
Lunch	11:00-11:35	(35)
Period 5	11:38 -12:23	(45)
Period 6	12:26- 1:11	(45)
Period 7	1:14 – 1:59	(45)
Period 8	2:02 – 2:47	(45)
HR Computer Return	2:47-2:53	(6)

**6th Grade Minimum Day (240 minutes)**

Homeroom P.1	8:21–8:27	(6)
Period 2	8:30-9:03	(33)
Period 3	9:06-9:39	(33)
Period 4	9:42-10:15	(33)
Lunch	10:15-10:50	(35)
Period 5	10:53-11:26	(33)
Period 6	11:29-12:02	(33)
Period 7	12:05-12:38	(33)
Period 8	12:41-1:14	(33)
HR Computer Return	1:14-1:17	(3)

**7th Grade Regular Schedule (336 minutes)**

Homeroom P.1	8:21 – 8:36	(15)
Period 2	8:39– 9:24	(45)
Period 3	9:27-10:12	(45)
Period 4	10:15-11:00	(45)
Lunch	11:03-11:48	(45)
Period 5	11:48-12:23	(35)
Period 6	12:26-1:11	(45)
Period 7	1:14 – 1:59	(45)
Period 8	2:02 – 2:47	(45)
HR Computer Return	2:47-2:53	(6)

**7th Grade Minimum Day (240 minutes)**

Homeroom P.1	8:21–8:27	(6)
Period 2	8:30-9:03	(33)
Period 3	9:06-9:39	(33)
Period 4	9:42-10:15	(33)
Lunch	10:18-10:51	(33)
Period 5	10:51-11:26	(35)
Period 6	11:29-12:02	(33)
Period 7	12:05-12:38	(33)
Period 8	12:41- 1:14	(33)
HR Computer Return	1:14-1:17	(3)

**8th Grade Regular Schedule (336 minutes)**

Homeroom P.1	8:21 – 8:36	(15)
Period 2	8:39– 9:24	(45)
Period 3	9:27-10:12	(45)
Period 4	10:15-11:00	(45)
Lunch	11:03-11:48	(45)
Period 5	11:51-12:36	(45)
Period 6	12:36-1:11	(35)
Period 7	1:14-1:59	(45)
Period 8	2:02 – 2:47	(45)
HR Computer Return	2:47-2:53	(6)

**8th Grade Minimum Day (240 minutes)**

Homeroom P.1	8:21–8:27	(6)
Period 2	8:30-9:03	(33)
Period 3	9:06-9:39	(33)
Period 4	9:42-10:15	(33)
Lunch	10:18-10:51	(33)
Period 5	10:54-11:27	(33)
Period 6	11:27-12:02	(35)
Period 7	12:05-12:38	(33)
Period 8	12:41-1:14	(33)
HR Computer Return	1:14-1:17	(3)





11.7





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.7 Approval of Rio Real 8th Grade Trip to Camp Gilmore, Malibu Canyon, CA through Wilderness Outdoor Leadership Foundation
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,270.00
Budgeted	Yes
Budget Source	LCFF Site Funds and Ed. Services
Recommended Action	It is recommended that the governing board approves this field trip on April 18-20, 2022 to Camp Gilmore, Malibu Canyon, CA.

### Public Content

Speaker: Oscar Hernandez, Asst. Superintendent Ed. Services

#### Rationale:

Pursuant to Governing Board Policy, No. 6153 (Instruction - Field trips) regarding field trips outside of the regular school day and/or outside of Ventura County, we are requesting approval of Rio Real's field trip to Camp Gilmore in Malibu Canyon, California. Camp Gilmore is a part of the Wilderness Outdoor Leadership Foundation program on April 18-20, 2022. In all, 40 - 8th grade students and 4 - adult chaperones will be part of the trip. The three-day trip includes 2 nights and 3 days at Camp Gilmore which includes 3 meals and 2 snacks per day. Transportation to and from the camp will be provided by Rio School District buses.

The program offered while at the camp will involve science curriculum standards and focus on 21st Century skills with a focus on the five C's. Certified course leaders at the camp will challenge students to assess and apply what they are learning through firsthand experience as they maximize gains in team and community building, leadership and gain confidence as leaders and collaborators as a result of their participation in the program. Committed to helping teachers teach and helping students learn, the Wilderness Outdoor Leadership Foundation offers a variety of programs for student groups.

The cost per student is \$335 and \$167.50 for each staff attending. The total estimate cost including transportation is \$14,270.

[Rio Real Contract 2022.pdf \(489 KB\)](#)

[WOLF Risk Form 2021.pdf \(152 KB\)](#)

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

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# WOLF



WILDERNESS OUTDOOR LEADERSHIP FOUNDATION

## OUTDOOR EDUCATION AGREEMENT

This agreement, made and entered into this day by the Chief executive officer, Wilderness Outdoor Leadership Foundation, W.O.L.F., and Río Real Dual Immersion School (hereinafter referred to as CLIENT), under which W.O.L.F., for the purpose of providing the CLIENT with programs and classes in experiential education and adventure recreation, mutually agree with respect to the following:

1. **Guaranteed minimum attendance.** CLIENT will enroll a guaranteed minimum number of participants in the WOLF program as follows:

Name of Client	Minimum Number Participants	Scheduled Attendance	Location
Río Real Dual Immersion School	36	April 18-20, 2022	Camp Gilmore

2. **Guaranteed attendance.** Guarantees payment for the larger of the following number of participants:
- 2.1 The number participants actually attending the WOLF program, or
  - 2.2 The guaranteed minimum number of participants attending each session as written in item 1.
3. **Overbooking.** Attendance above the minimum number must have WOLF approval 14 days before program start date.
4. **Cancellation.** WOLF reserves the right to cancel scheduled session under conditions that would make operation of the program unsafe. Under such condition, WOLF will reschedule session that meets CLIENTS approval.
5. **Withdrawal.** After both parties have signed this contract, CLIENT may withdrawal under the following terms:
- |   |                                       |
|---|---------------------------------------|
| Withdrawal 90 or more days before program start date- | 30% of deposit not refunded           |
| Withdrawal 30 - 89 days before program start date-    | None of deposit refunded              |
| Withdrawal 5 - 29 days before program start date-     | 60% of total estimated cost refunded  |
| Withdrawal 0 - 14 days before program start date-     | None of total estimated cost refunded |
- CLIENT IS RESPONSIBLE FOR ALL UNPAID BALANCES TO FULFILL THIS RESPONSIBILITY!**
6. **Costs - Participants.** For each scheduled session of attendance, CLIENT will pay WOLF \$335.00 per participant. The payment includes rental of the camp, services of naturalists and instructors, and program supplies and equipment. **Total Estimated Cost: \$12,060.00.**
7. **Costs - Client Staff.** CLIENT will be charged **\$167.50 per person** for CLIENT STAFF and supervisory personnel utilized by the CLIENT in any capacity including, but not limited to high school students serving as overnight supervisors.
8. **Booking fee/Deposit.** Both parties understand that a deposit of 20% of the estimated total based on the guaranteed minimum number of participants (item 1). **This amount shall be \$2,412.00** Refund of deposit/booking fee shall be given as stated in item 4 and item 5.
9. **Payment** of the remainder of the total estimated cost accrued under this agreement (total estimated cost less deposit paid) shall be made to WOLF, 301 Science Drive, Ste. 142, Moorpark, CA 93021 14 days prior to arrival at the WOLF program site **This amount shall be \$9,648.00** CLIENT will receive a final invoice for additional costs including extra participants and all CLIENT personnel upon departure, net due in 10 days.
10. **Late charges** of 5% per month on the unpaid invoice balance will be charged to the CLIENT **beginning on the first day after the payment deadline.**
11. **Insurance** The participating district and WOLF shall each obtain and maintain in force, at their own expense, the following insurance coverage:
- A. Commercial General Liability policy including Bodily Injury, property damage, personal injury, contractual liability, and products/completed operations liability coverage with a minimum one million dollars (\$1,000,000) per occurrence limit.
  - B. Commercial auto Liability policy covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage limit.

C. Workers compensation policy covering the respective employees of the participating district and WOLF, with minimum limits as prescribed by law and one million (\$1,000,000) employers liability for bodily injury or disease.

11.1 **Proof of Insurance** The participating district and WOLF shall each provide a certificate of insurance confirming all policies in force and subject to this agreement. The certificate of the participating district shall include an additionally insured endorsement naming W.O.L.F., 301 Science Drive suite 142, Moorpark, CA, 93021, Moorpark, CA. 93021 its directors, officers, employees and agents as named additionally insured under the commercial general liability policy. The certificate of WOLF shall include an additional insured endorsement naming the participating district, its directors, officers, employees and agents as named additionally insured under the commercial general liability policy. It is expressly understood that the directors, officers, employees, and agents of each of the parties hereto are not the directors, officers, employees, and agents of any other parties hereto.

11.2 The participating district and WOLF shall each indemnify and hold the other, its directors, officers, employees, and agents harmless from any and all claims, demands, damages, or other liability, including costs and attorney fees, for bodily injury or property damage arising from this agreement or performance hereunder; or the wrongful acts or omissions of the indemnifying party and its directors, officers, employees and agents in connection herewith; or the ownership, design, dominion or control; or the supervision, control, or transportation of students by directors, officers, employees and agents of the indemnifying party; or any related matter thereto or arising therefrom.

12 **Client** will provide certificated personnel who will assist in the instruction and supervision at the WOLF program, minimum ratio 1:15.

12.1 At least one certificated person shall remain on the WOLF program at all times during the period of attendance.

12.2 DISTRICT shall retain responsibility for its participants from time of departure from the home location until time of return to home location.

13 **Supervision.** CLIENT will provide cabin leaders/chaperones in a ratio of at least 1:15 for participants under the age of 18. CLIENT is responsible for the recruitment, supervision, and discipline of cabin leaders/chaperones. Cabin leaders/chaperones will be considered as CLIENT personnel for the purpose of this contract.

14 **Damages.** CLIENT will be responsible for any and all damages to WOLF property and property of the hosting camp, which may be reasonably attributed to the action of the attending CLIENT.

15 **Rules and regulations.** CLIENT will abide by rules and regulations established by WOLF as indicated in the Faculty Guidelines and Student Behavior Contract. CLIENT also agrees to abide by all rules and regulations established by the host camp.

This contract is invalid if not signed and returned with the appropriate deposit within 30 days. Terms of this agreement may only be modified at any time, in writing, by mutual agreement of both parties.

**Return the original document along with the required paperwork and deposit to:**

**W.O.L.F.  
301 Science Drive. Ste. 142  
Moorpark, CA. 93021**

APPROVED FOR \_\_\_\_\_

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED FOR WOLF

*Michael J. Woodruff*

MICHAEL J. WOODRUFF

DIRECTOR

WOLF

DATE 01/25/2022

**Please send deposit with signed contract to WOLF.**

W.O.L.F.  
WILDERNESS OUTDOOR LEADERSHIP FOUNDATION  
301 Science Drive. Ste.142 Moorpark, CA 93021  
(818) 991-6707



301 Science Dr. Suite 142  
Moorpark, CA 93021  
(818) 991-6707

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, & INDEMNIFICATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to use the facilities and participate in Guided Ropes Course & Team Building programs; Summer Camps; Program Facilitator and other activities (collectively the "Activities") provided by W.O.L.F. dba Wolf Adventures (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment: even those caused by the **negligent** acts or conduct of the Host, its owners,, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be foreseen and unforeseen and include serious physical injury, illness, and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, illness, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, illness, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment: including while receiving instruction and/or training.

**Photography/Video Release**

Participant hereby grants to the Host, its representatives, and the employees the right to take photographs/videos of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Personal Responsibility**

**The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no illness or physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.**

**The participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the activities and immediately bring said hazard or condition to the attention of the Host.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

--	--	--

**Print Participant's Name**

**Signature of Participant**

**Date**

In consideration of  (print minor's name) ("Minor").

--	--	--

**Print Parent/Guardian Name**

**Signature of Parent/Guardian**

**Date**





**11.8**





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.8 Approval of the 2020-2021 2nd Quarter Williams Ventura County Office of Education Activity Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends approval.

### Public Content

Speaker: Oscar Hernandez, Asst. Superintendent Educational Services

#### Rationale:

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

The attached report reflects our Williams related visits and activities completed during the 2nd quarter of fiscal year 2021-2022. This summary report includes an overview of our textbook and instructional materials review as well as our facilities inspection.

609 Rio Williams Q2 Report.pdf (83 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.*

**Ventura County Office of Education  
2021-22 Williams Report  
Quarter 2 (October - December 2021)**

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

- **Instructional Materials** - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment. These visitations are required during the first four weeks of school (quarter 1).
- **Facilities** - All classrooms and amenities are safe, clean and functional.

The review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC) will be included in the annual report.

**Quarter 2 Visitations**

<b>District/School</b>	<b>Instructional Materials</b>	<b>Facilities</b>
<b>Rio Elementary School District</b>		
Rio del Norte Elementary	None	None
Rio Lindo Elementary	None	None
Rio Plaza Elementary	None	None
Rio Real Elementary	None	None
Rio Rosales Elementary	None	None
Rio del Valle Middle School	None	None
Rio Vista Middle School	None	None



11.9







### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.9 Approval of the Contract with the Boys and Girls Club of Greater Oxnard for the Extended Learning Opportunities Program
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	281,381.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunity Grant
Recommended Action	Staff recommends approval.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

#### Rationale:

The Rio School District will receive \$2,024,532 to operate the Expanded Learning Opportunities program. Funds are apportioned to school districts and charter schools bands would expand and enhance expanded learning opportunities on the campuses where ASES-funded programs currently exist as well as establish additional expanded learning programs at Rio Vista and Rio del Sol campuses for the remainder of the 2021-2022 school year.

The funds would expand and enhance learning opportunities on the campuses where ASES-funded programs currently exist as well as establish additional expanded learning programs at Rio Vista and Rio del Sol campuses for the remainder of the 2021/2022 school year.

BGCOP Rio contract 21-22 ELOP only (1).pdf (223 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 SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

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

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 15th day of December, 2021 by \_\_\_\_\_ and \_\_\_\_\_ between Rio School District (hereinafter referred to as "District") and Boys and Girls Club of Greater Oxnard and Port Hueneme, (hereinafter referred to as "Provider.")

### PROVIDER.

Boys and Girls Club of Greater Oxnard

And Port Hueneme

Provider

(805) 815-4959

Telephone Number

1900 West Fifth St.

Street Address

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

Oxnard, CA 93030

City, State, Zip code

eantrim@bgcop.org

E-mail Address

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

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

#### Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other \_\_\_\_\_

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

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

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

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

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

District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

Provider, at Provider’s sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on January 10 \_\_\_\_\_, 2022\_\_, and terminate on June 30 \_\_\_\_\_, 2022\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written

approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

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

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

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

\_\_\_\_\_  
District

\_\_\_\_\_  
Provider

Attn: Sonya Lopez Mercado, Ed.D. \_\_\_\_\_

Attn: \_\_\_\_\_

1800 Solar Dr., 3<sup>rd</sup> Floor \_\_\_\_\_

\_\_\_\_\_

Street

Street

Oxnard, CA 93030 \_\_\_\_\_

\_\_\_\_\_

City, State, Zip Code

City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make

arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

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

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

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

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

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

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

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

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

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

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

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

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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



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

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

- Personal vehicles: \$ 500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
- Commercial vehicles: \$1,000,000.00 combined single limit
- Student Transportation \$5,000,000.00 combined single limit

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

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

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

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

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

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

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

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

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

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

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

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

18. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

19. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal,

state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

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

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

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

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

21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall

be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding

22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
27. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

28. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
29. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

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

Rio School District  
District

Boys and Girls Club of Greater Oxnard  
and Port Hueneme

Provider

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

\_\_\_\_\_  
Signature

John Puglisi, Ph.D.  
Name

Erin Antrim  
Name

Superintendent  
Title

Chief Executive Officer  
Title

Approved as to form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
District Counsel

## **STATEMENT OF WORK**

### **DESCRIPTION OF WORK:**

Boys and Girls Clubs of Greater Oxnard and Port Hueneme (Provider) will hire and employ 20 Youth Development Specialists to expand the Expanded Learning of Rio Elementary (EXPLORE) Program at all school sites funded by the After School Education and Safety grant (Rio del Mar, Rio del Norte, Rio del Valle, Rio Lindo, Rio Plaza, Rio Real, and Rio Rosales) as well as sites not funded by the ASES grant (Rio del Sol and Rio Vista).

Provider will also hire and employ two After School Program Leads to be assigned to Rio del Sol and Rio Vista.

Provider will hire and employ 20 EXPLORE staff to work 4.5 hours per day x 52 days and 5.5 hours per day x 11 minimum days.

Provider will hire and employ 8 staff for EXPLORE Saturday program to work 4.5 hours per day x 17 days.

Provider will hire and employ 20 EXPLORE staff to work 9 hours per day x 5 days during Spring Break.

Provider will provide an instrumental music program and a sports program.

Provider will budget 24 hours of professional development to provide an instrumental music program and a sports program as well as professional development required by the district.

Staff employed by Provider will work under the guidance and direction of the District After School Program Coordinator of assigned sites.

### **WORK SCHEDULE:**

All school days Monday-Friday beginning February 28 18, 2022, through June 30, 2022. Staff will work 4.5 hours on regular dismissal days and 5.5 hours on minimum days. Staff assigned to Rio Vista will work four hours on regular days and five hours on minimum days.

EXPLORE Saturday staff will work 4.5 hours for 17 Saturdays.

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ <u>281,381.00</u>
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

**PAYMENT SCHEDULE:**

The District will distribute funds to BGCOP as follows: 50% on March 1, and 50% on May 1, upon receipt of an invoice provided by the BOYS & GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME.

**ADDITIONAL COSTS OF EXPENSES:**





11.10





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.10 Approval of the Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	113,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

Rio School District does not have a large enough need to fund any full time specialists in the areas of Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services. However, these services are required by law when appropriate to meet the needs of individual students living in the district and included in a pupil's individualized education plan. In order to meet these needs Rio contracts with Ventura County SELPA and pays a proportionate share of the salaries for the individuals based on the amount of time spent serving students in Rio for 2022-23 school year.

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

The estimated costs for these services is based on current number of students with these services identified in their IEP.

[HH AP and PT attachments.pdf \(305 KB\)](#)

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

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# DEAF/HARD OF HEARING (DHH) SPECIALIST 2022-2023 AGREEMENT



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

This contract is to support the needs during the fiscal year of July 1, 2022 - June 30, 2023. SELPA staff are certificated employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

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

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

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

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

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

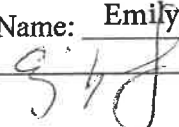
***This agreement is in effect from July 1, 2022 through June 30, 2023.***

District Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

District Business Office Name and Contact: \_\_\_\_\_

SELPA Director Name: Emily Mostovoy-Luna

Signature:  Date: 1/20/22

VCOE Business Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Final executed copy to be sent to District Director and Business Office contact.



# ADAPTED PHYSICAL EDUCATION SPECIALIST 2022-2023 AGREEMENT



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

This contract is to support the needs during the fiscal year of July 1, 2022 - June 30, 2023. SELPA staff are certificated employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

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

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

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

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

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

***This agreement is in effect from July 1, 2022 through June 30, 2023.***

District Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

District Business Office Name and Contact: \_\_\_\_\_

SELPA Director Name: Emily Mostovoy-Luna

Signature:  Date: 1/28/22

VCOE Business Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Final executed copy to be sent to District Director and Business Office contact.



Ventura County Office of Education  
**PHYSICAL THERAPY SPECIALIST**  
**2022-2023 AGREEMENT**



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

This contract is to support the needs during the fiscal year of July 1, 2022 - June 30, 2023. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

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

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

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

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

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

***This agreement is in effect from July 1, 2022 through June 30, 2023.***

District Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

District Business Office Name and Contact: \_\_\_\_\_

SELPA Director Name: Joanna Della Gatta Date: 1/28/22

JDe  
Signature

VCOE Business Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Final executed copy to be sent to District Director and Business Office contact.





11.11





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.11 Approval of the Contract for Occupational Therapy Services Specialist
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	122,760.00
Budgeted	Yes
Budget Source	Special Educational Learning Recovery Support Funds
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

Due to an increase in occupational therapy needs for students in the district and in order to meet those needs as determined by students' Individualized Education plans, the Pupil Personnel Services Department has found it necessary to contract with the Ventura County SELPA for an additional 44 hours per week of Social/Emotional Support Services for the 2021-2022 school year.

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

OT amendment 2021-22 (1).pdf (223 KB)

### Administrative Content

**Executive Content**

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VENTURA COUNTY SELPA  
**AGREEMENT AMENDMENT**  
**FOR OCCUPATIONAL THERAPY SERVICES**  
2021-2022

This will serve as evidence of Rio School District's commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes services by Occupational Therapist (OT) -or- Certified Occupational Therapy Assistant (COTA)**

Hours/Days per week: \_\_\_\_\_ 44 Hours per week \_\_\_\_\_

Cost per hour: \$90.00 -OTR/\$80 - COTA

\$90 x 44 Hrs/Wk = \$3,960.00 x 31 weeks = \$122,760.00

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled workday of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

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

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

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Mariella Cazares-Flores.

\*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

**This agreement is in effect from January 1, 2022 thru July 31, 2022.**

District Administrator \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

SELPA Director  Date 1/31/22



Emily Mostovoy-Luna, Associate Superintendent

January 31, 2022

Amendment to: Ventura County SELPA AGREEMENT FOR OCCUPATIONAL THERAPY

This amendment applies to Rio School District's request for an additional 4 hours per week of SELPA OT/COTA time, beginning 2/21/22. The cost per hour will be billed at the rate of \$90/hour for OTs and \$80/hour for COTAs. The new total of OT/COTA time will be hours/week will be provided by SELPA OTs/COTAs.

A handwritten signature in black ink, appearing to read "J. Della Gatta", written over a horizontal line.

Joanna Della Gatta  
Director, Technical Support and Transition  
Ventura County SELPA

**11.12**







### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.12 Approval of the Contract for Social Emotional Services Specialist
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	297,990.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

Due to an increase in social emotional needs for students in the district and in order to meet those needs as determined by students' Individualized Education plans, the Pupil Personnel Services Department has found it necessary to contract with the Ventura County SELPA for an additional 77 hours per week of Social/Emotional Support Services for the 2022-23 school year.

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

Social and Emotional Attachment.pdf (185 KB)

### Administrative Content

### Executive Content

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*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.*



# SOCIAL/EMOTIONAL SERVICES SPECIALIST 2022-2023 AGREEMENT

This will serve as evidence of Rio School District's commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Social/Emotional Services Specialist**

Hours/Days per week: 77 hours per week

Cost per hour: \$90.00 per hour

Formula: (77 hrs/wk x \$90hr) = \$6,930.00 x 43 weeks = \$297,990.00

This contract is to support the needs during the fiscal year of July 1, 2022 - June 30, 2023. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled workday of the VCOE, regardless of District calendar, including paid vacations.

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

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 1/2 hours per hour.

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

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

The District Special Education Director will receive a quarterly invoice. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

\*Please note that due to AB 438 (limiting classified layoffs to be noticed by March 15<sup>th</sup>), this contract is for the entire school year. In the event of a district's need to reduce hours, the SELPA must be given notice no later than March 1, 2023, to adjust for the following fiscal/school year.

*This agreement is in effect from July 1, 2022 through June 30, 2023.*

District Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

District Business Office Name and Contact: \_\_\_\_\_

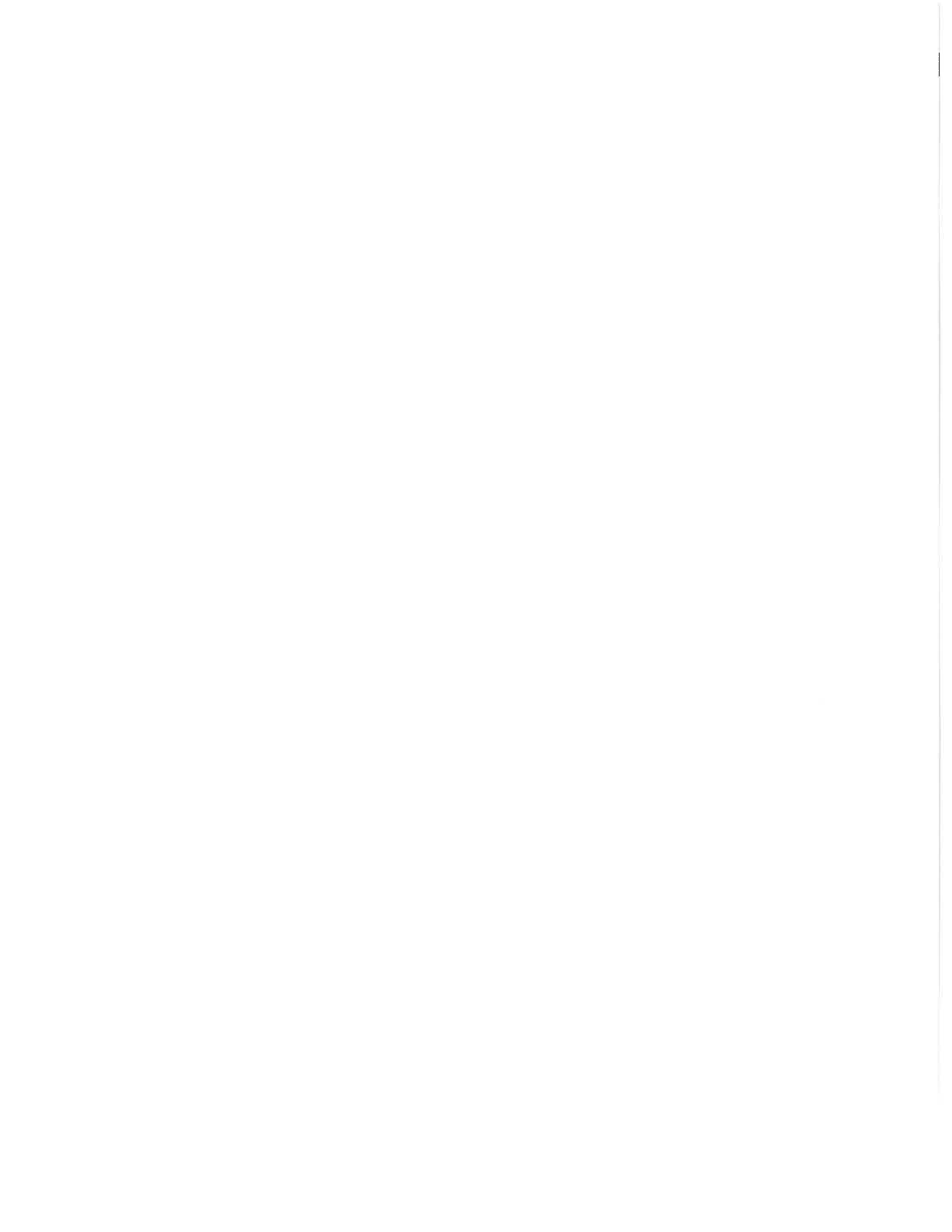
SELPA Director Name: Regina Reed  
Signature: [Handwritten Signature] Date: 1/20/2022

Signature

VCOE Business Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_



11.13





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.13 Approval of the Contract for Occupational Therapy Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	240,912.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

**Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

**Rationale:**

Due to a 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 56 hours/week Occupational Therapist Services during the 2022-23 school year.

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

OT attachment.pdf (187 KB)

**Administrative Content**

**Executive Content**

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Ventura County Office of Education  
**OCCUPATIONAL THERAPY SERVICES**  
**2022-2023 AGREEMENT**



This will serve as evidence of Rio School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes Services by Occupational Therapist (OT) or Certified Occupational Therapy Assistant (COTA))**

Hours/Days per week: 56 hours per week

Cost per hour: \$90.00 OTR; \$80.00 COTA

Formula: (56hrs/wk x \$90hr) = \$5,040.00 x 47.8 weeks = \$240,912.00

This contract is to support the needs during the fiscal year of July 1, 2022 - June 30, 2023. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled workday of the VCOE, regardless of District calendar, including paid vacations.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

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

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

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

The District Special Education Director will receive a quarterly invoice. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

\*Please note that due to AB 438 (limiting classified layoffs to be noticed by March 15<sup>th</sup>), this contract is for the entire school year. In the event of a district's need to reduce hours, the SELPA must be given notice no later than March 1, 2023, to adjust for the following fiscal/school year.

***This agreement is in effect from July 1, 2022 through June 30, 2023.***

District Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

District Business Office Name and Contact: \_\_\_\_\_

SELPA Director Name: Joanna Della Gatta Date: 1/28/22

Signature

VCOE Business Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_



11.14





**Agenda Item Details**

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.14 Approval of the Proposal from Kruger, Benson and Ziemer Architects for Landscape and Architectural Services for the Rio del Sol Playground Project
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	54,242.00
Budgeted	Yes
Recommended Action	Staff recommends approval of the Proposal from Kruger, Benson and Ziemer Architects for Landscape and Architectural Services for the Rio del Sol Playground Project.

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Kruger, Benson and Ziemer Architects will provide architectural services for the Rio del Sol New Playground project. Services include design, bid/negotiations assistance and construction support.

RSD Rio Del Sol Playground Structures Proposal-Agreement.pdf (608 KB)

**Administrative Content**

**Executive Content**

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04 February 2022

Rio School District  
Attn. Dr. Puglisi & Wael Saleh  
1800 Solar Dr.  
Oxnard, CA 93036

Re: Rio Del Sol Play Structures

Dear Dr. Puglisi & Mr. Saleh,

Kruger Bensen Ziemer Architects is pleased to propose professional services for the above noted project.

We understand the project concept is to provide one play structure for Grades 1-5 and a separate play structure for the Kindergarten along with an adjacent area for low-height climbing features. Per our site walk with the Principal and Balfour Beatty on January 26, the areas for these structures were identified. We also understand that the District wishes to receive bids on two separate options that are comparable (i.e. "apples to apples"); previous pricing provided to the Committee from Dave Bang Associates and RecWest were not comparable in size or complexity, but we will work with the vendors to ensure proposed equipment will be roughly equal.

KBZ will serve as a prime vendor to the District and our consultant, Jordan Gilber and Bain Landscape Architects will provide the bulk of the bid/construction documentation; their specific services are outlined in Exhibit A. KBZ will assist with coordination, client interface, bid/negotiate services, and construction administration. Following is an outline of services that will be provided by KBZ and our direct consultants:

**OUTLINE OF SERVICES:**

1. **Design:**
  - KBZ will assist with client coordination, meeting minutes during the design phase.
  - See JGB proposal for their scope and activities.
2. **Bid/Negotiate Assistance**
  - KBZ/JGB will answer pre-bid RFI's and publish Addendum as necessary.
  - KBZ/JGB will assist in bid evaluation and due diligence as requested.
3. **Construction Administration Support**
  - KBZ will attend the pre-construction conference meeting.
  - KBZ/JGB will answer RFI's, review submittals and pay applications, and otherwise support construction administration efforts.
  - KBZ/JGB will participate in one punch list walk at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services on a T&M basis.

**PROPOSED FEE:** \$54,242.00, including \$1500 reimbursable allowance.

The fee as noted above shall be billed each month based on percentage of completion for the current task(s).

District shall be responsible for any additional topographic and/or boundary survey work, agency review and permit fees, hazardous material testing, and geotechnical investigations.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is



**Rio School District  
Rio Del Sol Play Structures  
Proposal – Agreement**

sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the District may terminate this agreement after giving no less than seven days' written notice.

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

Very truly yours,

Agreed:

\_\_\_\_\_  
Signature

Todd A Jespersen AIA, LEED AP<sub>BD+C</sub>  
Principal Architect & CFO  
California License #C25839

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

*Attached: Fee Breakdown; JGB Proposal*



RSD Rio Del Sol Play Structures

2/4/2022

	KBZ						Consultants Landscape	Total
	Principal		Proj.Mgr.		Arch. Assistant			
	Hrs	Rate	Hrs	Rate	Hrs	Rate		
<b>Design</b>								<b>\$26,372.00</b>
D-1 Schematic Design	2	\$220		\$175		\$140	\$4,475	\$4,915.00
D-2 Design Development	2	\$220		\$175		\$140	\$4,475	\$4,915.00
D-3 Construction Documents	4	\$220		\$175		\$140	\$15,662	\$16,542.00
<b>Bid Assistance</b>							\$2,230	<b>\$5,310.00</b>
BA-1.1 Pre-Bid Prep, Meeting, and Site Walk	4	\$220		\$175	2	\$140		\$1,160.00
BA-1.2 Bid RFI's / Addenda	2	\$220	4	\$175	4	\$140		\$1,700.00
BA-1.3 Bid Opening / Due Diligence	1	\$220		\$175		\$140		\$220.00
<b>Construction Administration</b>							\$2,500	<b>\$21,060.00</b>
CA-1.1 Pre-con Meeting	2	\$220		\$175	2	\$140		\$720.00
CA-1.2 Constr. Meetings + Minutes (12)	8	\$220	24	\$175	12	\$140		\$7,640.00
CA-1.3 Resolution of Construction Issues	12	\$220		\$175	24	\$140		\$6,000.00
CA-1.4 RFI's / Submittals / Proposals / Pay Apps	12	\$220		\$175	6	\$140		\$3,480.00
CA-1.5 Punch List / Verification	2	\$220		\$175	2	\$140		\$720.00
<b>Total Fees:</b>						<b>\$23,400</b>	<b>\$29,342</b>	<b>\$52,742.00</b>
							Reimbursable Allowance:	\$1,500.00
<b>Total Proposed Fee:</b>								<b>\$54,242.00</b>

**PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES – FEBRUARY 1, 2022**

**PROJECT: RIO DEL SOL STEAM SCHOOL – NEW PLAYGROUNDS  
3001 NORTH VENTURA ROAD  
OXNARD, CALIFORNIA**

**LANDSCAPE ARCHITECT: JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.  
459 NORTH VENTURA AVENUE  
VENTURA, CALIFORNIA 93001**

**CLIENT: KBZ ARCHITECTS, INC.  
199 FIGUEROA STREET, SUITE 100A  
VENTURA, CALIFORNIA 93001**

**ATTENTION: TODD JESPERSEN, AIA**

**A. PROJECT OVERVIEW**

The scope of this work shall be to provide construction documents that will allow the installation of two (2) Kindergarten age play equipment assemblies positioned within the existing fenced area dedicated for Kindergarten and Pre-Kindergarten students. The scope of work shall also include construction documents for a large play structure for older elementary school aged students positioned in the existing rear turf open play area. The actual play equipment, spacing of play equipment, and layout of the play equipment with corresponding fall zone dimensions and rubberized surfacing will be the responsibility of the play equipment manufacturers. Jordan, Gilbert & Bain will contact both Dave Bang and Associates and Rec West who have both previously submitted playground layouts to the Rio School District for the purpose of ensuring that both companies are providing similar play equipment and area of rubberized play surface so that they are considered even choices for Contractors bidding on this project. The playground limits will be illustrated on both an irrigation plan and planting plan. The irrigation plan will be modified to ensure the remaining existing turf is properly watered without over spraying onto the new play equipment. The planting plan will illustrate replacement turf and any related landscape items damaged because of the new work.

**B. SERVICES OF LANDSCAPE ARCHITECT**

The services of the Landscape Architect shall include necessary professional services such as consultations, preparation of preliminary landscape plans, and corrections as requested by the district. Services shall be phased and completed as noted below:

**1. SCHEMATIC DESIGN PHASE**

- a. Develop site plan that illustrates three areas for play structure development. Area 1 is a small balancing area for Pre-Kindergarten and Kindergarten age children. Area 2 is a portion of the existing lawn area for a composite play structure suitable for children ages 2-5. Area 3 is a portion of the existing lawn area for a composite play structure suitable for children ages 5-12. Refer to attached exhibit for specific locations for the three play equipment areas.
- b. Coordinate with the two play equipment manufacturers that have already submitted proposals to the District to redefine their proposal to fit the defined areas and to develop two equal play equipment proposals.

**RIO DEL SOL STEAM SCHOOL – NEW PLAYGROUND**

**FEBRUARY 1, 2022**

**PAGE 2 OF 3**

- 2. DESIGN DEVELOPMENT PHASE
  - a. Review with the District and the General Contractor the 1) site plan layouts and redefine play structures for the 3 areas: 2) cost estimates.
  - b. Develop a cost estimate that include site work cost plus play manufacturer costs.
  - c. Make adjustments to site plan as requested.
  
- 3. CONSTRUCTION DOCUMENT PHASE
  - a. Prepare detailed site plan illustrating play areas with path of travel requirements.
  - b. Prepare details of resilient surface sections and other site details as required.
  - c. Prepare play equipment plan that includes option form the selected manufacturers that are equal.
  - d. Prepare irrigation repair plans and landscape planting repair plans.
  - e. Prepare specifications in CSI format for the scope of work.
  - f. Review with the District and General Contractor and make adjustments as requested.
  
- 4. BIDDING PHASE
  - a. Attend pre-bid site meeting with District to review scope of work with Bidders and respond to any RFI questions.
  - b. Issue Addenda that may be necessary during the Bidding Phase.
  
- 5. CONSTRUCTION ADMINISTRATION PHASE
  - a. Respond to any RFI questions during the construction of the project.
  - b. Issue any Cost Request Bulletin required if scope of work is changed during construction that creates an increase or decrease in contract cost.
  - c. Attend final site inspection to review completed work and generate a project punch list identifying any corrective actions needed to allow contractor to complete work and close out project.

**C. COMPENSATION FOR LANDSCAPE ARCHITECTURAL SERVICES**

1.	SCHEMATIC DESIGN PHASE .....	\$	4,475.00
2.	DESIGN DEVELOPMENT PHASE.....	\$	4,475.00
3.	CONSTRUCTION DOCUMENT PHASE .....	\$	15,662.00
4.	BIDDING PHASE.....	\$	2,230.00
5.	CONSTRUCTION ADMINISTRATION PHASE .....	\$	2,500.00
	<b>CONTRACT FEE.....</b>	<b>\$</b>	<b>29,342.00</b>

**D. RESPONSIBILITIES OF CLIENT**

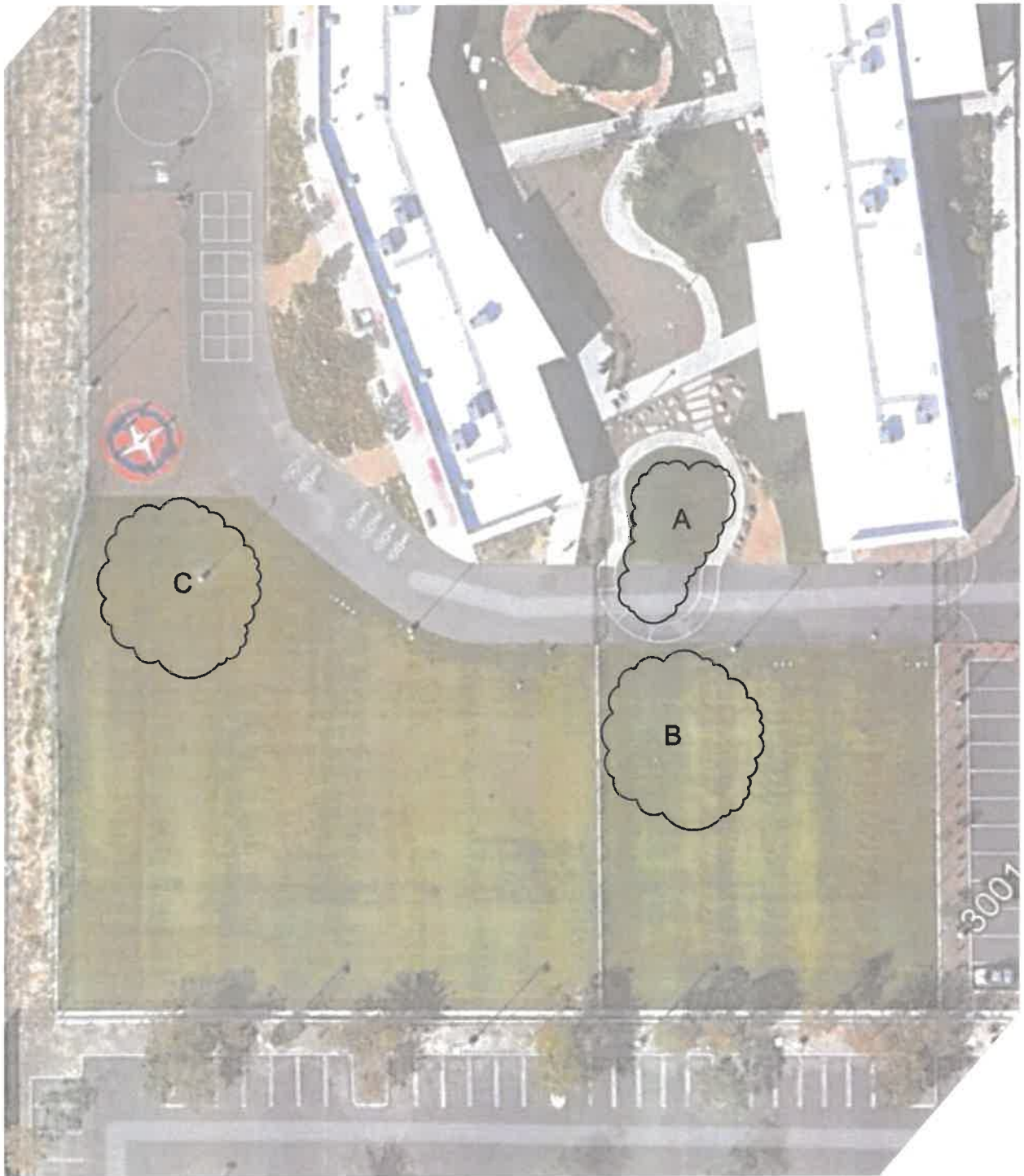
- 1. Reimbursement of reproduction/printing of all documents shall be paid for at cost plus 15% for handling.
  
- 2. Providing Landscape Architect any electronic files illustrating area on campus to be renovated.

**E. REQUIRED NOTIFICATION**

Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, California 95834, (916) 575-7230.

**BY:**  **DATE** February 1, 2022  
**JOHN J. BAIN, III, LANDSCAPE ARCHITECT #3193**  
**JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.**

**RIO DEL SOL STEAM SCHOOL - NEW PLAYGORUNDS**



**A-SMALL BALANCING AREA FOR PRE-KINDERGARTEN  
B-COMPOSITE PLAY STRUCTURE FOR AGES 2-5  
C- COMPOSITE PLAY STRUCTURE FOR AGES 5-12**



11.15







### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.15 Approval of the Agreement with Parker and Covert, LLP for Bond and Disclosure Service
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	73,600.00
Budget Source	Bond Sale Proceeds
Recommended Action	Staff recommends Approval of the Agreement with Parker and Covert, LLP for Bond and Disclosure Service not to exceed \$73,600.00 including reimbursables.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

#### Rationale:

Bond counsel covers all legal needs and proper documentation in regards to the upcoming bond related transactions.

#### Fees and Expenses.

(a) Bond Counsel. Parker & Covert's fees for Bond Counsel services described above in Paragraph 1 for the Series E and F Bonds to be sold shall be in the amount of thirty seven thousand dollars (\$37,000.00) with expenses not to exceed \$800.

(b) Refunding Bonds. Parker & Covert's legal fees for services relating to the Refunding Bonds described in Paragraph 1 above shall be in the amount of seven thousand dollars (\$7,000.00).

(c) Disclosure Counsel. Parker and Covert's fees for Disclosure Counsel Services described above in Paragraph 1 for the Bonds and Refunding Bonds to be sold shall be in the amount of twenty eight thousand dollars (\$28,000) with expenses not to exceed \$800.

(d) Payment of Compensation. The compensation provided for under subparagraphs (a) through (c) above shall be contingent upon the issuance and delivery of the Bonds, and shall be payable solely from the proceeds of Bonds and Refunding Bonds issued and at the time of issuance of the Bonds and Refunding Bonds.

[Rio SD Legal Services Agreement Series E F Refunding Bonds.pdf \(123 KB\)](#)

### Administrative Content

**Executive Content**

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

**RIO ELEMENTARY SCHOOL DISTRICT  
AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES**

**THIS AGREEMENT** (“Agreement”) for bond counsel and disclosure counsel services is made and entered into this 16th day of February 2022 by and between Parker & Covert LLP (hereinafter “Parker & Covert”), and the Rio Elementary School District (hereinafter “District”). Parker & Covert and District are collectively referred to herein as the “Parties.”

**WITNESSETH**

**WHEREAS**, District desires to take all actions necessary for the issuance of two series of general obligation bonds (“Series E” and “Series F,” and together the “Bonds”), arising from the District’s successful November 6, 2018 general obligation bond election, known as Measure “L,” for the purpose of financing the acquisition and construction of school facilities within the District’s boundaries and to fund lease payments in connection with the District’s 2016 Refunding Certificates of Participation in all accordance with California law;

**WHEREAS**, District also desires to take all actions necessary for the issuance of a series of general obligation refunding bonds (“Refunding Bonds”) to advance refund the District’s General Obligation Bonds Election of 2018 “Series A” bond maturing on August 1, 2039 and August 1, 2048 or as otherwise determined by the District; and

**WHEREAS**, District desires to retain legal counsel to act as bond counsel (“Bond Counsel”) and disclosure counsel (“Disclosure Counsel”) and to provide the legal services, specified herein, related to the authorization and issuance of the Bonds and the Refunding Bonds.

**NOW THEREFORE**, the Parties hereby agree as follows:

**1. Scope of Services.** District retains Parker & Covert under this Agreement to provide Bond Counsel and Disclosure Counsel Services pertaining to the authorization, issuance and sale of the Bonds and the Refunding Bonds for all purposes herein. In particular, Parker & Covert, as Bond Counsel and Disclosure Counsel shall:

(a) Confer with District’s representatives and other consultants (including but not limited to District’s additional legal counsel, financing advisor(s), and underwriter(s)) as necessary regarding the structure, authorization, issuance and sale of the Bonds and the Refunding Bonds; and any other related issues;

(b) Prepare both preliminary and final official statements for the Bonds and Refunding Bonds, in forms acceptable to the parties to the transaction, and, if necessary, a calendar of events that sets forth the actions required for the authorization, sale, and issuance of the Bonds and Refunding Bonds;

(c) Prepare or review any documents prepared by other parties in the proceedings for compliance with applicable law;

**(d)** Prepare for and attend such meetings of District's governing board as deemed necessary for the proper conduct of the proceedings;

**(e)** Prepare a paying agent agreement(s) (or similar issuance document) and all other legal documents necessary for the authorization, issuance, and sale of the Bonds and Refunding Bonds;

**(f)** Assist the District in obtaining any necessary governmental approvals for the authorization, issuance and sale of the Bonds and Refunding Bonds;

**(g)** Assist the District in securing investment ratings for the Bonds and Refunding Bonds;

**(h)** Prepare typewritten Bonds and Refunding Bonds documents;

**(i)** Prepare the bond purchase contract(s), if required, pursuant to which the Bonds and Refunding Bonds will be sold to the underwriter and the requisite continuing disclosure certificate of District in order to facilitate the underwriter's compliance with SEC Rule 15c2-12;

**(j)** Prepare a comprehensive closing memorandum and prepare and arrange the execution and delivery of a receipt for the Bonds and Refunding Bonds, a receipt for the proceeds of the Bonds and Refunding Bonds, signature certificates, an arbitrage/rebate certificate and associated certificates of underwriter and insurer (if any), IRS Form 8038-G, DTC Letter of Representations, CDIAC report of final sale, forms of opinions of other counsel, and all other necessary closing certificates and documents;

**(k)** Upon due and proper completion of the proceedings to satisfaction of Parker & Covert, deliver a final approving opinion confirming the validity of the Bonds and Refunding Bonds and opinions that interest on the Series E Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds and Refunding Bonds is exempt from State of California personal income taxes, under existing statutes, regulations, rulings, and court decisions;

**(l)** Assuming completion of the preliminary and final official statements in form acceptable to Parker & Covert, deliver a letter addressed to District with respect to the Bonds and Refunding Bonds to the effect that, in the course of Parker & Covert's participation in the preparation of the official statement for the financing, nothing came to the attention of those attorneys rendering legal services to District that caused Parker & Covert to believe that such official statement as of its date and as of the date of the letter (except for financial data or forecasts, estimates, assumptions, or expressions of opinion, or any information regarding The Depository Trust Company or any credit enhancer) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statement therein, in the light of the circumstances under which they were made, not misleading;

**(m)** Prepare and deliver to each participant in the financing a complete transcript of the proceedings for the authorization, issuance, and sale of the Bonds and Refunding Bonds; and

**(n)** Any services incidental to the Bond Counsel or Disclosure Counsel services.

**2. Services Outside the Scope of this Agreement.** Parker & Covert's duties in this Agreement are limited to those set forth in Paragraph 1. Among other things, Parker & Covert has not undertaken to do any of the following under this Agreement:

(a) Perform an independent investigation to determine the accuracy, completeness, or sufficiency of the official statement or other disclosure document;

(b) Conduct any investigation regarding the qualification for sale of Bonds or Refunding Bonds in any jurisdiction, provided that Parker & Covert will coordinate with the underwriter regarding any statements requested to be added to the official statements so that the Bonds and Refunding Bonds may be sold in particular jurisdictions;

(c) Render services in connection with compliance by District after the closing with the covenants contained in the bond documents, including without limitation, the calculation of any arbitrage rebate liability District may have and preparation of any annual reports or material events notices required pursuant to District's continuing disclosure undertaking;

(d) Render services in connection with the establishment of a citizens' oversight committee; or

(e) Render services with respect to any litigation concerning the financing of the Bonds and Refunding Bonds.

If District requests Parker & Covert to provide any such services, compensation therefor shall be agreed upon in advance by the Parties and may be made and calculated at Parker & Covert's hourly rate schedule for the type of services requested (either public finance or litigation) in effect at the time such services are rendered.

**3. Commencement of Services.** Parker & Covert's obligation to provide legal services under this Agreement shall commence upon Parker & Covert's receipt of a copy of this Agreement signed and dated by District.

**4. Completion of Services.** Parker & Covert's representation of District with respect to a series of Bonds and Refunding Bonds will be concluded upon issuance of such series. Nevertheless, subsequent to issuance of the Series E Bonds, Parker & Covert will file the Internal Revenue Service Form 8038-G and will prepare and distribute to the participants in the Bonds and Refunding Bonds transactions a transcript of the proceedings.

**5. Duties of Parker & Covert and District.**

(a) **Duties of Parker & Covert.** Parker & Covert shall provide those legal services reasonably required to represent District in the matters described in Paragraph 1 of this Agreement. Parker & Covert shall also take reasonable steps to keep District informed of significant developments and to respond to District's inquiries. While one attorney at Parker & Covert may be primarily responsible for completing the work that is within the scope of this Agreement, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Parker & Covert when it is determined that such delegation is appropriate in representation of

District's interests. If District so requests, District will be notified prior to any delegation and a decision will be made in consultation with District.

(b) **Duties of District.** District shall timely communicate with Parker & Covert; make all reasonable efforts to cooperate with Parker & Covert (including making all reasonable efforts to timely provide any information that Parker & Covert requests in order to carry out its duties under this Agreement); keep Parker & Covert informed of developments pertaining to the Bonds and Refunding Bonds; perform the obligations District has agreed to perform under this Agreement; and pay all monies due to Parker & Covert in a timely manner.

6. **Disclaimer of Guarantee.** By signing this Agreement, District acknowledges that Parker & Covert has made no promises or guarantees to District about the outcome of District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. **Fees and Expenses.**

(a) **Bond Counsel.** Parker & Covert's fees for Bond Counsel services described above in Paragraph 1 for the Series E and F Bonds to be sold shall be in the amount of thirty seven thousand dollars (\$37,000.00) with expenses not to exceed \$800.

(b) **Refunding Bonds.** Parker & Covert's legal fees for services relating to the Refunding Bonds described in Paragraph 1 above shall be in the amount of seven thousand dollars (\$7,000.00).

(c) **Disclosure Counsel.** Parker and Covert's fees for Disclosure Counsel Services described above in Paragraph 1 for the Bonds and Refunding Bonds to be sold shall be in the amount of twenty eight thousand dollars (\$28,000) with expenses not to exceed \$800.

(d) **Payment of Compensation.** The compensation provided for under subparagraphs (a) through (c) above shall be contingent upon the issuance and delivery of the Bonds, and shall be payable solely from the proceeds of Bonds and Refunding Bonds issued and at the time of issuance of the Bonds and Refunding Bonds.

8. **Legal Action Upon Default.** If District does not pay the balance when due or breaches any other terms of this Agreement, Parker & Covert may commence any legal action for collection of the balance due. District and Parker & Covert agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. District and Parker & Covert agree that the jurisdiction and venue for such proceedings shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. **Arbitration of Fee Dispute.** If a dispute arises between Parker & Covert and District regarding Parker & Covert's fees or costs under this Agreement and Parker & Covert files suit in any court, or begins an arbitration proceeding other than through the State Bar or the local bar association within the jurisdiction of the District under Business and Professions Code Sections 6200-6206, District will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association within the jurisdiction

of the District under Business and Professions Code Sections 6200-6206, in which event Parker & Covert must submit the matter to that arbitrator.

10. **Notices.** All notices, letters, and other communications authorized or required by this Agreement shall be considered transmitted, served, and effective for all purposes on the date that they are reduced to writing, deposited in the United States first class mail, postage prepaid, and addressed as follows:

(a) **To District:**

Rio Elementary School District  
1800 Solar Drive  
Oxnard, CA 93030  
Attention: John D. Puglisi, Ph.D., Superintendent

(b) **To Parker & Covert:**

Parker & Covert  
2520 Venture Oaks Way, Suite 190  
Sacramento, California 95833  
Attention: Addison Covert

11. **District Files.** At District's request, upon the termination of services under this Agreement, Parker & Covert will promptly release all of District's papers and property to District (subject to any applicable protective orders or non-disclosure agreements).

12. **Destruction of District File.** If District does not request the return of its papers and property upon the termination of services under this Agreement, Parker & Covert will retain District's file for seven (7) years from the date of issuance of the most recently issued series of bonds, after which time Parker & Covert may have District's file destroyed. District acknowledges that it will not be notified prior to destruction of its papers and property, and consents to the same. The District must make separate arrangements with Parker & Covert in order to have its file maintained beyond seven (7) years after District's matter is concluded.

13. **Termination.** This Agreement may be terminated by District or Parker & Covert, or modified by mutual consent, at any time upon thirty (30) days written notice. If the District terminates this Agreement prior to the issuance of any series of Bonds or the Refunding Bonds, other than for reasonable cause, Parker & Covert shall be compensated in accordance with Paragraph 7(c) above. Parker & Covert and District each agree to sign any documents reasonably necessary to complete Parker & Covert's discharge or withdrawal.

14. **Assignment.** This Agreement is not assignable by Parker & Covert without the prior written consent of District.

15. **Modification by Subsequent Agreement.** This Agreement may be modified only by a written instrument signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day, month, and year first written above.

**District:**

**RIO ELEMENTARY SCHOOL DISTRICT**  
a political subdivision of the State of California

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

**Parker & Covert:**

**PARKER & COVERT LLP**

By: *Addison Covert*



11.16





### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.16 Approval of the Rio Vista HVAC Project DSA Inspection Proposal from Kenco
Access	Public
Type	Action (Consent)
Dollar Amount	83,600.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends Approval of the Rio Vista HVAC Project DSA Inspection Proposal from Kenco.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

#### Rationale:

The governing board approved awarding the contract to construct the HVAC project at Rio Vista Gym last month and the construction will start soon. This project will require DSA inspection to make sure it's performed in accordance with safety codes.

Kenco submitted the attached proposal and administration is recommending approval of the proposal.

[RVKencoProp.pdf \(123 KB\)](#)

### Administrative Content

### Executive Content

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DSA INSPECTIONS / MANAGEMENT  
*A Division of the State Architects*

DSA Cert #4922 – Class 1.  
EIN #27-2782038  
SOS Corp. # 3245180

**Project Proposal for DSA Inspection.**

**Date:** 02-01-22

**Project Client:** Rio School District  
1800 Solar Dr. Oxnard, Ca.  
Oxnard, Ca. 93030

**Proposed Projects:** **Rio Vista Middle School – HVAC Upgrades**  
3050 Thames River Dr. Oxnard, Ca.

**DSA App. Number:** #03-121241      DSA File # 56-26

**Scope of Work:** One DSA Certified Inspector for the HVAC Upgrade and Electrical.  
All associated work per the approved drawings is included.

**Project Rate:** Estimated project start date ..... **May 1<sup>st</sup>, 2022**  
Estimated project completion date ..... **September 30<sup>th</sup>, 2022**  
\$95.00 per hour at (110 days @ 8 hrs. per day.) ..... **\$ 83,600.00**

**Total Project Estimate: \$ 83,600.00**

**NOTE:**

Be advised that all inspections are subject to contractor performance.  
Therefore, this estimated cost proposal is subject to increase or credit.  
All "Over Time" must be approved by the District or the CM prior to OT inspections.  
OT is at a rate of \$142.50 per hour after 40 hrs. per week, all holidays, and anything  
over 8 hours a day.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.

3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **May 1<sup>st</sup>, 2022**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Rio School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$95.00 per hour for one DSA Project Inspector**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, this DSA certified project manager will provide inspections until the IOR returns.

X \_\_\_\_\_

X \_\_\_\_\_

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 02-01-22

District Authorized Agent  
 Rio School District  
 Date:

**11.17**







### Agenda Item Details

Meeting	Feb 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.17 Approval of Change Order #4 Los Angeles Engineering Project 21-12L RDV Sports Field
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	76,742.30
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	Staff recommends approval of Change Order #4 Los Angeles Engineering Project 21-12L RDV Sports Field

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

#### Rationale:

This change order will consist of the following:

- Widen fire lane to meet the County's new requirement: \$17,460.68
- Demo added unforeseen snack shack footings, demo additional asphalt at east perimeter firelane by back of RDF campus not in contract: \$10,101.21
- Install 2nd phase finish asphalt surface over base asphalt wearing surface of new parking lot: \$25,887.08
- Additions and revisions to the path of travel/ADA walkway from RdV to new parking lot per DSA: \$23,293.53

Total cost of change order: \$76,742.30

[CO4LARdVSportsComplex.pdf \(2,135 KB\)](#)

### Administrative Content

### Executive Content

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# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93030

January 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 #4 to Los Angeles Engineering, Inc.

Dear Dr. Puglisi,  
Please accept this letter as recommendation to request approval for CO #4 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. 4 Los Angeles Engineering, Inc:**

- a) RFCO#015: Widen Fire Lane to Meet New County Requirements  
**Cost: \$17,460.48**
- b) RFCO#016: Demo Added Unforeseen Snack Shack Footings. Demo Additional Asphalt at East Perimeter Fire Lane at back of RDV Campus Not in Contract.  
**Cost: \$10,101.21**
- c) RFCO#017: Install 2<sup>nd</sup> Phase Finish Asphalt Surface Over Base Asphalt Wearing Surface at New Parking Lot.  
**Cost: \$25,887.08**
- d) RFCO#018: Additions & Revisions to the Path of Travel/ADA Walkway from RDV Campus to New Parking Lot per DSA.  
**Cost: \$23,293.53**

**PCO No.4 Total Cost: \$76,742.30**

Total CO #4	\$ 76,742.30
Previous Approved CO's	\$ 245,871.27
Original Contract	\$ 4,816,000.00
Revised Contract	\$ 5,138,613.57

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, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 4  
1-31-2022**

PROJECT NO: RSD 21-12L

CO NO: 4

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	\$ 245,871.27
This Change Order	\$ 76,742.30
Adjusted Contract Amount	\$ 5,138,613.57

**TIME:**

Original Contract Completion Date	February 2022
Previously Approved Completion Extension Days	15
Completion Days Extension this Change Order	10
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 1/31/22 \_\_\_\_\_

Original Contract

\$ 4,816,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
RFCO#15	LAENG	Widen Fire Lane to Meet New County Requirements	During Construction of the New Parking Lot and Pedestrian Walk Way Areas to the North of the RDV Campus, it was discovered that the Existing Fire Lane running east to west on the North side of the RDV Campus did not meet new VCFD Fire Access Road Dimensions. Needed to be widened to 20' from 18'	\$ 17,460.48
RFCO#16	LAENG	Demo Added Unforeseen Snack Shack Footings. Demo Additional Asphalt at East Perimeter Fire Lane at back of RDV Campus.	During the demolition of the old snack shack, an unforeseen condition arose where it was discovered that the Building footings were 4 times larger than normal for a building causing added work to remove not previously estimated. Additional asphalt was required to removed at East Perimeter Fire Lane.	\$ 10,101.21
RFCO#17	LAENG	Install 2nd Phase Finish Asphalt Surface Over Base Asphalt Wearing Surface at New Parking Lot	As a part of installing the new parking lot, the installation of asphalt was set up to be placed in 2 phases. The first phase of asphalt placement was the wearing surface to allow for construction staging & storage. We are now going to complete the parking lot on this project by installing the Finish Asphalt Surface.	\$ 25,887.08
RFCO#18	LAENG	Additions & Revisions to the Path of Travel/ADA Walkway from RDV Campus to New Parking Lot Per DSA	As a part of the DSA Plan Review and Approval for the New Sports Field Parking Lot, Revisions were made causing additional work to be required to the ADA Path of Travel for Final Approval which was not included in the original Bid by the Contractor	\$ 23,293.53

Total CO #4	\$ 76,742.30
Previous Approved CO's	\$ 245,871.27
Original Contract	\$ 4,816,000.00
Revised Contract	<u>\$ 5,138,613.57</u>

(RFLO #15 21-12L)

II.A.MCS05S  
11.09



REQUEST FOR CHANGE ORDER # 015

TO: Rio School District 1800 Solar Drive Oxnard, CA 93030	PROJECT: Rio Del Valle Ph 1 Sports Field Complex LAE JOB #: 1538 AGENCY #: 21-12L SPEC SEC.: PLAN SHTS:
---	---

ATTN: Keith Henderson, CM  
Balfour Beatty

Sent Via: FAX MAIL  E-MAIL

We respectfully submit the following estimate / schedule of costs in response to:

- Written request for estimate / cost
- Verbal request
- Order to proceed

\*This change order is for the extra work resulting from RFI 039 Response R1 received on 1/6/2022. This cost includes the removal of existing AC dike & vegetation, in order to widen the fire lane (approx. 2') to a total of 20' wide. This cost includes installing a full depth section 3" AC over 6" C2B. This cost also includes the additional 1' slot pave on the west side of the fire lane as a result of RFI 033 work directive provided.

\*\* The above Design Change represents a Changed Condition, and this Change Order is submitted pursuant to and in accordance with Section 2-9 of the Standard Specification for Public Works Construction. Section 4-1.06 of the Standard Specifications for the State of California, Section 7104 of the Public Contract Code and our Contract.

\*\*\* LAE reserves the right to claim whatever damages are incurred, but not captured in this Change Order, as a result of delays per Greenbook Section 6-4.3 at a later date.

**TOTAL CHANGE ORDER VALUE: \$ 17,460.48**

Notes: \_\_\_\_\_ This work will not be done until approved and a written Change Order and/or Directive is issued

\_\_\_\_\_ Signature below and/or T&M signature authorizes LAE to proceed with the work described above as stated

\_\_\_\_\_ Extension of time necessary for this change \_\_\_ TBD \_\_\_ CAL DAYS \_\_\_ WKNG DAYS

\_\_\_\_\_ This work was performed in accordance with your authorization to proceed. Please issue Change Order

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

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

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

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

For LAE: Jessica Geer

Title: Project Manager

Signature: *Jessica Geer*

Date: 1/12/2022

Following is an itemized quotation regarding proposed modifications to the contract documents.

**General Contractor's Cost**

Labor (See attached supporting documentation)	\$	7,804.00	
Material (See attached supporting documentation)	\$	3,741.00	
Equipment (See attached supporting documentation)	\$	4,171.00	
		Subtotal:	\$ 15,716.00

**Subcontractor's Cost**

_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
		Subcontractor SubTotal	\$ -

General Contractor's <u>10.00%</u> Overhead and Profit - Labor	\$	780.40	
General Contractor's <u>10.00%</u> Overhead and Profit - Material & Equip	\$	791.20	
General Contractor's <u>5.00%</u> Overhead and Profit of Subcont.	\$	-	
General Contractor's Bond at <u>1%</u> % of subtotal	\$	172.88	

**GRAND TOTAL:** \$ 17,460.48

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 130</b>										
Description = R&R AC DIKE Unit = LF Takeoff Quan: 350.000 Engr Quan: 350.000										
<b>02063</b>	<b>DEMO SAWCUT - LAE</b>		<b>Quan: 350.00 LF</b>		<b>Hrs/Shft: 8.00</b>		<b>Cal: 508</b>	<b>WC: NONE</b>		
THIS IS FOR AVERAGE MULTIPLE AREAS										
<b>DSAWCU</b>	(Mod) SAW CUT		8.00 CH	Prod: 350.0000 US			Lab Pcs: 1.00	Eqp Pcs: 1.00		
8DESAWTRK	SAW TRUCK	1.00	8.00 HR	171.750			1,374			1,374
LAJ	LABOR	1.00	8.00 MH	72.860	583					583
\$1,956.88	0.0228 MH/LF		8.00 MH	[ 1.665 ]	583		1,374			1,957
<b>02062</b>	<b>DEMO HARDSCAPE - SMALL</b>		<b>Quan: 20.00 CY</b>		<b>Hrs/Shft: 8.00</b>		<b>Cal: 508</b>	<b>WC: NONE</b>		
350 LF X 2' WIDE X 9" DEPTH										
<b>DHARDS</b>	(Mod) HARDSCAPE - SMALL		8.00 CH	Prod: 20.0000 US			Lab Pcs: 3.00	Eqp Pcs: 3.00		
5GENDMP	DUMP FEES	1.00	2.00 EA	250.000			500			500
8BA446	BACKHOE=LARGE	1.00	8.00 HR	60.500				484		484
8TRUCR	CREWTRUCK	1.00	8.00 HR	23.500				188		188
8TRUPI	PICKUP	1.00	8.00 HR	13.500				108		108
90TRK10W	TRUCK - TEN WHEELER	1.00	4.00 HR	95.000			380			380
LAJ	LABOR	2.00	16.00 MH	72.860	1,166					1,166
OPG	OPERATOR	1.00	8.00 MH	91.090	729					729
\$3,554.48	1.2000 MH/CY		24.00 MH	[ 94.724 ]	1,894		880	780		3,554
<b>02212</b>	<b>FINE GRADE - HAND</b>		<b>Quan: 700.00 SF</b>		<b>Hrs/Shft: 8.00</b>		<b>Cal: 508</b>	<b>WC: NONE</b>		
350 lf x 2' wide										
<b>EFINEH</b>	(Mod) FINE GRADE - HAND		4.00 CH	Prod: 1,400.0000 US			Lab Pcs: 2.00	Eqp Pcs: 2.00		
8ROHT	HAND TAMP, VIBRA PL	1.00	4.00 HR	9.500				38		38
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500				94		94
LAJ	LABOR	2.00	8.00 MH	72.860	583					583
\$714.88	0.0114 MH/SF		8.00 MH	[ 0.833 ]	583			132		715
<b>02224</b>	<b>INSTALL BASE - SMALL</b>		<b>Quan: 40.00 TON</b>		<b>Hrs/Shft: 8.00</b>		<b>Cal: 508</b>	<b>WC: NONE</b>		
350 LF X 2' WIDE X 6" DEPTH (SCHOOL SIDE OF FIRE LANE)										
350 LF X 1' WIDE X 6" DEPTH (PARKING LOT SIDE OF FIRE LANE)										
<b>EBASES</b>	(Mod) INSTALL BASE - SMALL		4.00 CH	Prod: 80.0000 US			Lab Pcs: 5.00	Eqp Pcs: 4.00		
2AGCABII	CL-II AB@109%	1.00	40.00 TON	15.000		654				654
8LOSKIP	SKIPLOADER	1.00	4.00 HR	37.250				149		149
8ROHT	HAND TAMP, VIBRA PL	1.00	4.00 HR	9.500				38		38
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500				94		94
8TRUPI	PICKUP	1.00	4.00 HR	13.500				54		54
LAG	GRADE CHECKER	1.00	4.00 MH	72.860	291					291
LAJ	LABOR	3.00	12.00 MH	72.860	874					874
OPG	OPERATOR	1.00	4.00 MH	91.090	364					364
\$2,519.12	0.5000 MH/TON		20.00 MH	[ 38.253 ]	1,530	654		335		2,519
<b>02709</b>	<b>AC DIKE</b>		<b>Quan: 350.00 LF</b>		<b>Hrs/Shft: 8.00</b>		<b>Cal: 508</b>	<b>WC: NONE</b>		
<b>U4MSKP</b>	(Mod) UTILITY - 4 MAN CREW W/SKI		8.00 CH	Prod: 350.0000 US			Lab Pcs: 4.00	Eqp Pcs: 2.00		
2ASAC	A C MATERIAL@109%	1.00	7.00 TON	75.000		572				572
8ACDIKEFORM	=> AC DIKE MACHINE	1.00	8.00 HR	30.000				240		240
8TRUCR	CREWTRUCK	1.00	8.00 HR	23.500				188		188
8TRUD06CY	TRUCK=DUMP-(6 CY)	1.00	8.00 HR	41.500				332		332
LAJ	LABOR	3.00	24.00 MH	72.860	1,749					1,749
TEG	TEAMSTER	1.00	8.00 MH	64.660	517					517
\$3,598.17	0.0914 MH/LF		32.00 MH	[ 6.474 ]	2,266	572		760		3,598



Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 130</b>										
Description =	R&R AC DIKE		Unit = LF		Takeoff Quan:		350.000	Engr Quan:		350.000
<b>02705</b>	<b>AC PAVING - SLOT PAVE</b>		Quan: 20.00 TON		Hrs/Shft: 8.00		Cal: 508	WC: NONE		
350 LF X 2' WIDE X 6" DEPTH (SCHOOL SIDE OF FIRE LANE)										
350 LF X 1' WIDE X 6" DEPTH (PARKING LOT SIDE OF FIRE LANE)										
<u>APAVLR</u>	(Mod) AC PAVING- ASSIST SUB LAY		4.00 CH	Prod:	40.0000 US		Lab Pcs: 3.00	Eqp Pcs: 4.00		
2ASAC	A C MATERIAL@109%	1.00	20.00 TON			1,635				1,635
8LOSKDP	SKIPLOADER	1.00	4.00 HR					149		149
8ROSM08	5-8 VIB SMOOTH DRUM	1.00	4.00 HR					262		262
8ROSM10	8-10 VIB SMOOTH DRU	1.00	4.00 HR					285		285
8TRUCR	CREWTRUCK	1.00	4.00 HR					94		94
I.AJ	LABOR	2.00	8.00 MH							583
OPG	OPERATOR	1.00	4.00 MH							364
\$3,372.24	0.6000 MH/TON		12.00 MH	[ 47.362 ]	947	1,635		790		3,372
<b>****&gt; Item Totals: 130 - R&amp;R AC DIKE</b>										
\$15,715.77	0.2971 MH/LF		104.00 MII	[ 22.296 ]	7,804	2,861	880	4,171		15,716
44.902	350 LF				22.30	8.18	2.51	11.92		44.90
<b>*** Report Totals ***</b>										
\$15,715.77			104.00 MII		7,804	2,861	880	4,171		15,716

>>> Indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.  
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:  
 Estimator-In-Charge:

**JOB NOTES**

MAKE SURE TO CHANGE THE SALES TAX FOR YOUR PROJECT (DEFAULT IS 9%)

- BID DATE & TIME: xxxx ;
- WKNG OR CAL DAYS TO COMPLETE (SPECIFY): xxxx ;
- LIQUIDATED DAMAGES AMT: xxxx ;
- ENGINEER'S ESTIMATE: \$ xxxx ;
- BASIS TO DETERMINE LOW BIDDER: xxxx ;
- PROJECT START DATE: xxx ;
- BUY AMERICA PROVISIONS?: xxx ?
- DBE / SBE / MBE / WBE: xxx %;
- SURVEY BY: xxxx ;
- TESTING BY: xxxx ;
- INSPECTION BY: xxxx ;
- DETERMINE STANDARDS USED: xxxx ;
- SPECIAL INSPECTIONS:
- OTHER:

\*\*\*\*\*  
 \*\*\*\*\*Estimate created on: 10/21/2021 by User#: 12 - JESSICA  
 Source estimate used: W:\HEAVYBID\BID\EST\ESTMAST

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 506 5 SHIFTS, 6 HOURS/SHIFT
- 508 5 DAYS OF 8 HOURS A DAY (Default Calendar)

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
-------------------	------	--------------	------	-----------	-------	---------------	----------------	------------	--------------	-------

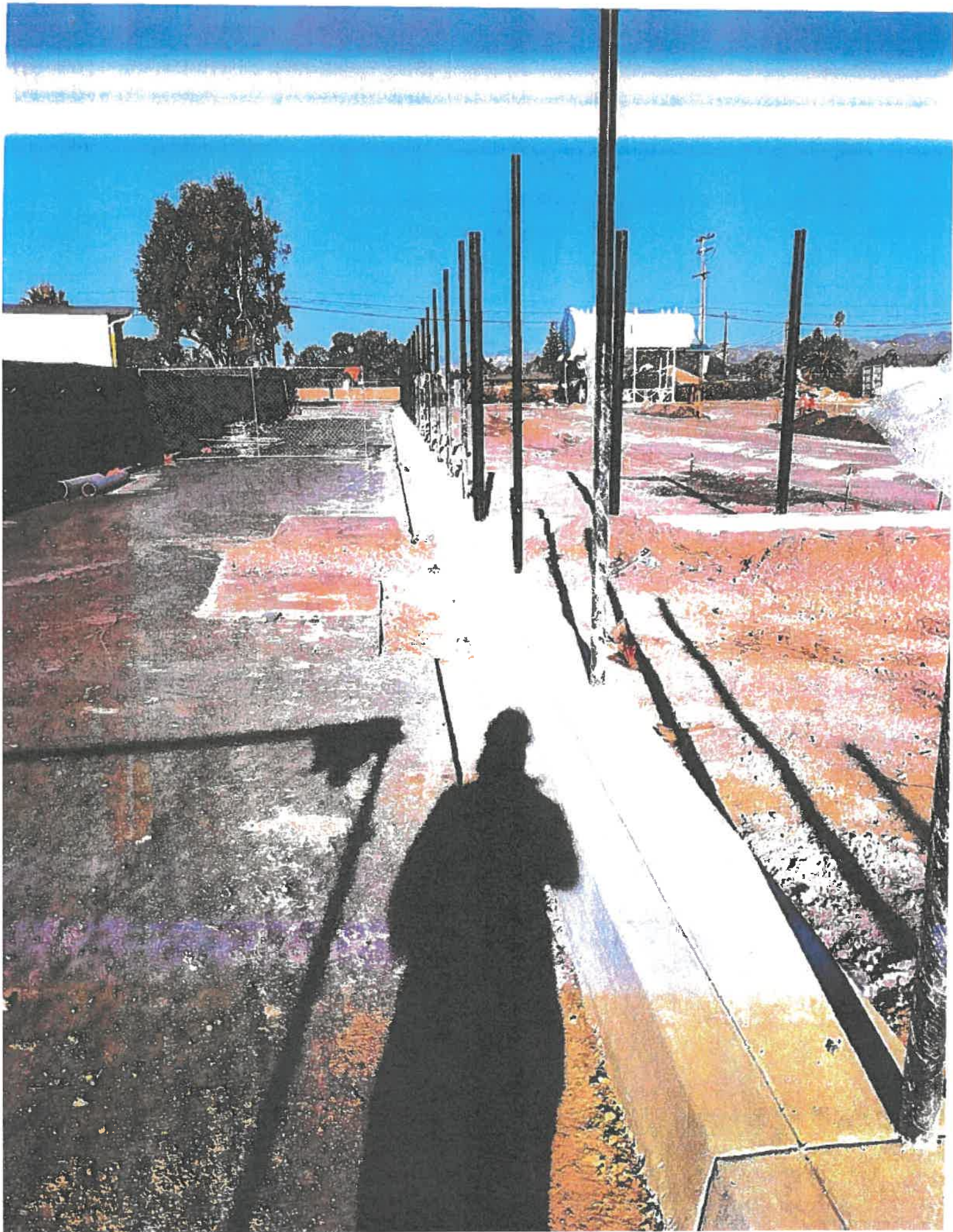
BID ITEM = 130

Description = R&R AC DIKE

Unit = LF Takeoff Quan: 350.000 Engr Quan: 350.000

510 5 DAYS AT 10 HOURS A DAY SHI  
NT NIGHT TIME WORK











Los Angeles Engineering, Inc.  
633 N. Barranca Ave.  
Covina, CA 91723  
Phone (626) 454-522  
Fax (626) 869-0902  
[www.laeng.net](http://www.laeng.net)  
License No.A-591176, C-10, HAZ



LAE JOB NO. 1538

Phone: 626-454-5222  
Fax: 626-454-5226

### REQUEST FOR INFORMATION

Title: Fire lane width

RFI NO: 039

Date: 01/04/22

LOG NO: \_\_\_\_\_

From: Jessica Geer

Cost Impact: NO

Specification Sheet: \_\_\_\_\_

Sch Impact: NO

Plan Sheet: \_\_\_\_\_

Request: **Project inspector has stated that DSA code for a fire lane is 20' wide. Plans show a dimension of 19' wide. Once the firelane was laid out in the field per survey, it results in being only 18'10" wide. Please confirm the 18'10" width is acceptable.**

Signed: Jessica Geer

Response: **Project inspector is correct.  
Min. fire lane width needs to be 20'-0".**

**Supplemental Response: From north fire lane entrance/exit at Rose Ave traveling east, widen fire lane as required on south side of fire lane by removing existing asphalt curb and widening fire lane paving to minimum required width with new asphalt curb along the southern edge. Submit PCO as necessary.**

Attachments:

Response By: **Jonathan Lee, KBZ Architects**

**Todd Jespersen, KBZ Architects  
06 January 2022**

Date: **1/5/22**

CC:

LAE File  
 RFI File  
 Field/Superint.

Sub/Vendor File  
 Field Change Order File

Los Angeles Engineering, Inc.  
633 N. Barranca Ave.  
Covina, CA 91723  
Phone (626) 454-522  
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License No.A-591176, C-10, HAZ



LAE JOB NO. 1538

Phone: 626-454-5222  
Fax: 626-454-5226

### REQUEST FOR INFORMATION

<b>Title:</b> <u>Fire lane removals</u>	<b>RFI NO:</b> <u>033</u>	<b>Date:</b> <u>11/24/21</u>
	<b>LOG NO:</b> _____	
	<b>From:</b> <u>Jessica Geer</u>	
<b>Cost Impact:</b> <u>TBD</u>	<b>Specification Sheet:</b> _____	
<b>Sch Impact:</b> <u>TBD</u>	<b>Plan Sheet:</b> <u>C-1-A1</u>	
<b>Request:</b>	<p>Please see picture attached. In order to install 1'0" wide concrete curb with fence per note 27, additional sawcutting &amp; AC removals will be required that are not noted on the plans. The curb face is marked in the picture as "CF" and an additional 12" of AC would need to be removed from that. In addition, not 3 calls for existing trees to remain in place. As the picture shows, the trees &amp; roots are in conflict with the installation of the 1' curb. Please advise.</p>	
<b>Signed:</b> <u>Jessica Geer</u>		
<b>Response:</b>	<p>The new concrete curb construction will dramatically impact the stability of the existing trees along the asphalt driveway. More than 50% of the structural roots will either be destroyed or severely impacted by the new construction work. Any high wind event that occurs, particularly after a significant rain storm, could easily topple the trees. Due to their position to the new parking lot, existing driveway, and existing classroom buildings, the risk of leaving the trees in place after the construction work would not be recommended. It is strongly recommended that all the existing trees and vegetation be removed. Replacement trees can be installed in the center of the new planter if desired by the school district.</p>	
<b>Attachments:</b>		
<b>Response By:</b> <u>John Bain - Landscape Architect #3193</u>		
<b>Date:</b> <u>12-1-21</u>		

- CC:
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> LAE File        | <input type="checkbox"/> Sub/Vendor File         |
| <input checked="" type="checkbox"/> RFI File        | <input type="checkbox"/> Field Change Order File |
| <input checked="" type="checkbox"/> Field/Superint. | <input type="checkbox"/>                         |





## Henderson, Keith

---

**From:** Todd Jespersen <toddj@kbzarch.com>  
**Sent:** Thursday, January 13, 2022 8:55 AM  
**To:** Henderson, Keith  
**Cc:** Trevino, Fernando; Corwin, Steven; Jessica Geer  
**Subject:** RE: RSD Project #21-12L RDV PH1 Sports Field Complex - RFCO 015

Hi Keith – in my opinion, the scope and costs for the fire lane work are fair and reasonable.

Thank you,

Todd A Jespersen AIA, LEED AP BD+C  
Kruger Bensen Ziemer Architects, Inc.

**From:** Henderson, Keith <KHenderson@Balfourbeattyus.com>  
**Sent:** Thursday, January 13, 2022 7:55 AM  
**To:** Todd Jespersen <toddj@kbzarch.com>  
**Cc:** Trevino, Fernando <FTrevino@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>; Jessica Geer <jgeer@laeng.net>  
**Subject:** FW: RSD Project #21-12L RDV PH1 Sports Field Complex - RFCO 015

Good morning Todd

If you would, please review RFCO#15 from Los Angeles Engineering and advise if the scope and costs for this added work along the fire lane at Rio Del Valle are acceptable.

Thank you so much

### Keith Henderson

Senior Project Mgr | Balfour Beatty  
O: (858) 385-8200 | C: (805) 616-8552 | F: (805) 983-7249  
E: khenderson@balfourbeattyus.com | www.balfourbeattyus.com  
300 E. Esplanade Drive, #1120, Oxnard, CA 93036

## Balfour Beatty

**From:** Jessica Geer <jgeer@laeng.net>  
**Sent:** Wednesday, January 12, 2022 3:19 PM  
**To:** Henderson, Keith <KHenderson@Balfourbeattyus.com>  
**Cc:** Trevino, Fernando <FTrevino@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>  
**Subject:** FW: RSD Project #21-12L RDV PH1 Sports Field Complex - RFCO 015

External Email

Keith,

Please see the correct attachment for this RFCO. The last one had backup for RFCO 016.

Thanks,



**Jessica Geer**  
Project Manager

**Los Angeles Engineering, Inc.**  
633 N. Barranca Ave., Covina, CA 91723  
626.454.5222 x 221 phone 626 454.5226 fax  
[jgeer@laeng.net](mailto:jgeer@laeng.net)  
[www.laeng.net](http://www.laeng.net)

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---

**From:** Jessica Geer  
**Sent:** Wednesday, January 12, 2022 3:15 PM  
**To:** Henderson, Keith ([KHenderson@Balfourbeattyus.com](mailto:KHenderson@Balfourbeattyus.com))  
**Cc:** Trevino, Fernando ([FTrevino@Balfourbeattyus.com](mailto:FTrevino@Balfourbeattyus.com)); Corwin, Steven ([SCorwin@Balfourbeattyus.com](mailto:SCorwin@Balfourbeattyus.com))  
**Subject:** RSD Project #21-12L RDV PH1 Sports Field Complex - RFCO 015

Keith,

Please see RFCO 015 attached for the removals per RFI 039 response and the slot pave required resulting from the response to RFI 033 & 039. The removals associated with RFI 033 response were done on T & M and I will be sending that RFCO shortly in a separate email. Please let me know if you have any questions.

Thanks,

**Jessica Geer**  
Project Manager

**Los Angeles Engineering, Inc.**  
633 N. Barranca Ave., Covina, CA 91723  
626 454 5222 x 221 phone 626 454 5226 fax  
[jgeer@laeng.net](mailto:jgeer@laeng.net)  
[www.laeng.net](http://www.laeng.net)

*An Employee-Owned Company*

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(RFI # 16 21-12L)

H.A.MCS05S  
11.09



REQUEST FOR CHANGE ORDER # 016

TO: Rio School District 1800 Solar Drive Oxnard, CA 93030	PROJECT: Rio Del Valle Ph 1 Sports Field Complex LAE JOB #: 1538 AGENCY #: 21-12L SPEC SEC.: PLAN SHTS:
---	---

ATTN: Keith Henderson, CM  
Balfour Beatty

Sent Via: FAX MAIL  E-MAIL

We respectfully submit the following estimate / schedule of costs in response to:

- Written request for estimate / cost
- Verbal request
- Order to proceed

\*This change order is for the extra work performed on T & M resulting from RFI 033 work directive received on 11/30/2021. The cost included were the removals along the west side of the firelane to accomodate the installation of the proposed curb & mow strip. This cost also includes the removal of the unforeseen snack shack footings.

\*\* The above Design Change represents a Changed Condition, and this Change Order is submitted pursuant to and in accordance with Section 2-9 of the Standard Specification for Public Works Construction. Section 4-1.06 of the Standard Specifications for the State of California, Section 7104 of the Public Contract Code and our Contract.

\*\*\* LAE reserves the right to claim whatever damages are incurred, but not captured in this Change Order, as a result of delays per Greenbook Section 6-4.3 at a later date.

**TOTAL CHANGE ORDER VALUE: \$ 10,101.21**

Notes:  This work will not be done until approved and a written Change Order and/or Directive is issued  
 Signature below and/or T&M signature authorizes LAE to proceed with the work described above as stated  
 Extension of time necessary for this change \_\_\_TBD\_\_\_ CAL DAYS \_\_\_ WKNNG DAYS  
 This work was performed in accordance with your authorization to proceed. Please issue Change Order

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

For LAE: Jessica Geer  
 Title: Project Manager  
 Signature: Jessica Geer  
 Date: 1/13/2022

**Following is an itemized quotation regarding proposed modifications to the contract documents.**

**General Contractor's Cost**

Labor (See attached supporting documentation)	\$	4,099.00	
Material (See attached supporting documentation)	\$	2,622.00	
Equipment (See attached supporting documentation)	\$	2,371.00	
		Subtotal:	\$ 9,092.00

**Subcontractor's Cost**

_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
		Subcontractor SubTotal	\$ -

General Contractor's <u>10.00%</u> Overhead and Profit - Labor	\$	409.90	
General Contractor's <u>10.00%</u> Overhead and Profit - Material & Equip	\$	499.30	
General Contractor's <u>5.00%</u> Overhead and Profit of Subcont.	\$	-	
General Contractor's Bond at <u>1%</u> % of subtotal	\$	100.01	

**GRAND TOTAL: \$ 10,101.21**

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
-------------------	------	-----	---------------	-----------	-------	---------------	----------------	------------	--------------	-------

BID ITEM = 120  
 Description = T&M FIRELANE REMOVALS Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

120 T&M FIRELANE REMOVALS Quan: 1.00 LS Hrs/Shft: 8.00 Cal: 508 WC: NONE

<u>U4MSKP</u>	(Mod) UTILITY - 4 MAN CREW W/SKI		5.00 CH	Prod: 0.0000			Lab Pcs: 5.00	Eqp Pcs: 4.00		
5GENDMSR	DUMPSTER	1.00	2.00 EA	524.300			1,049			1,049
8DESAWTRK	SAW TRUCK	1.60	8.00 HR	192.780				1,542		1,542
8LOSKIP	SKIPLOADER	1.00	5.00 HR	37.250				186		186
8TRUCR	CREWTRUCK	0.40	2.00 HR	27.030				54		54
8TRUSE	TRUCK=SERVICE	1.00	5.00 HR	27.030				135		135
LAJ	LABOR	4.00	20.00 MH	72.860	1,457					1,457
OPS	OP # 3-SKIP/RBT BKHO	1.00	5.00 MH	91.090	455					455
\$4,878.95	25.0000 MH/LS		25.00 MH	[ 1912.65 ]	1,913		1,049	1,918		4,879

121 UNFORSEEN SNACK SHACK FOOTINGS DEMO Quan: 1.00 LS Hrs/Shft: 8.00 Cal: 508 WC: NONE

<u>U2MAN</u>	(Mod) UTILITY - 2 MAN CREW		8.00 CH	Prod: 1.0000 US			Lab Pcs: 3.50	Eqp Pcs: 1.00		
5GENDMSR	DUMPSTER	1.00	3.00 EA	524.300			1,573			1,573
8RENTALBH	==> RENTAL BACKHOE	1.00	1.00 DAY	265.000				265		265
8TRUCR	CREWTRUCK	1.00	8.00 HR	23.500				188		188
LAJ	LABOR	2.50	20.00 MH	72.860	1,457					1,457
OPG	OPERATOR	1.00	8.00 MH	91.090	729					729
\$4,211.82	28.0000 MH/LS		28.00 MH	[ 2185.92 ]	2,186		1,573	453		4,212

====> Item Totals:	120 - T&M FIRELANE REMOVALS		53.00 MH	[ 4098.57 ]	4,099		2,622	2,371		9,091
\$9,090.77	53.0000 MH/LS									
9,090.770	1 LS				4,098.57		2,621.50	2,370.70		9,090.77

59,090.77 \*\*\* Report Totals \*\*\* 53.00 MH 4,099 2,622 2,371 9,091

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.  
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:  
 Estimator-In-Charge:

JOB NOTES

MAKE SURE TO CHANGE THE SALES TAX FOR YOUR PROJECT (DEFAULT IS 9%)  
 BID DATE & TIME: xxxx ;  
 WKNG OR CAL DAYS TO COMPLETE (SPECIFY): xxxx ;  
 LIQUIDATED DAMAGES AMT: xxxx ;  
 ENGINEER'S ESTIMATE: \$ xxxx ;  
 BASIS TO DETERMINE LOW BIDDER: xxxx ;  
 PROJECT START DATE: xxx ;  
 BUY AMERICA PROVISIONS?: xxx ?  
 DBE / SBE / MBE / WBE: xxx %;  
 SURVEY BY: xxxx ;  
 TESTING BY: xxxx ;  
 INSPECTION BY: xxxx ;  
 DETERMINE STANDARDS USED: xxxx ;  
 SPECIAL INSPECTIONS:  
 OTHER:

\*\*\*\*\*

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 120</b>										
Description = T&M FIRELANE REMOVALS										
				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		1.000
*****Estimate created on: 10/21/2021 by User#: 12 - JESSICA										
Source estimate used: W:\HEAVYBID\BID\EST\ESTMAST										

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX\YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 506 5 SHIFTS, 6 HOURS/SHIFT
- 508 5 DAYS OF 8 HOURS A DAY (Default Calendar)
- 510 5 DAYS AT 10 HOURS A DAY SHI
- NT NIGHT TIME WORK

# Time and Material Report

Date: 12/01/2021  
Foreman: JEREMIAH DOBYNS  
Shift: 1

Job Code: 1538  
RIO DEL VALLE MS SPORTS COMPLX

WD.90009 REMOVALS AT FIRE LANE 1.00

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
JOSE A CHAVEZ LOPEZ	LAB PENK	8.00	0.00	0.00	8.00
JUAN MENDEZ	LAB PENK	5.00	0.00	0.00	5.00
JUAN RAMOS	OP GRP4K	5.00	0.00	0.00	5.00
JOSE VENTURA RODRIG	LABOVR5K	2.00	0.00	0.00	2.00
ADRIAN ZACARIAS	LABAPP1K	5.00	0.00	0.00	5.00
<b>Total:</b>					<b>25.00</b>

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
LA-53-2009 FORD F150XL-Juan Ramos	5.00	0.00	0.00	5.00
S-33-2017 DODGE 5500-J. Ventura	2.00	0.00	0.00	2.00
S-40-2020 DODGE RAM 5500-J. Chavez	8.00	0.00	0.00	8.00
SK-10-2007 JOHN DEERE SKIPLOADER	5.00	0.00	0.00	5.00
<b>Total:</b>				<b>20.00</b>

Approved by \_\_\_\_\_

# Daily Time and Materials (T&M) Report

Date: 12/21/2021  
Foreman: JEREMIAH DOBYNS (DOBYJERE)  
Los Angeles Engineering, Inc.



WD.90011 - DEMO SNACK SHACK

Quantity: 1

**Notes:**

Break unforeseen oversized concrete footings at exciting restroom building demo

	Hours
<b>Labi</b>	
RAMOJUAN - JUAN RAMOS	8
RAMOSJUA - JUAN RAMOS JR	8
ZACAADRI - ADRIAN ZACARIAS	4

Total Labor Hours: 20

	Hours
<b>Eq</b>	
LA-53 - 2009 FORD F150XL-Juan Ramos	8
RE-BH - Rental Backhoe	8

Total Equipment Hours: 16

ACCOUNT # 5 -0084931 8

E.J. HARRISON & SONS, INC P.O. BOX 4009 VENTURA, CA 93007-4009

W.D. 40004

DATE	DESCRIPTION	AMOUNT
3100 N ROSE AVE - DEC 2021 BILLING		
	PRIOR BALANCE	3424.46
* PAYMENTS RECEIVED THIS PERIOD *		
12/02/21	PMT: Masterc 600.00- CC	
12/06/21	PMT: 135540 2069.59- /	
12/13/21	PMT: Masterc 600.00- CC	
12/15/21	PMT: Masterc 600.00- CC	
12/31/21	R/O CONTAINER ZONE 2 # Days: 31 1.00 3.000	93.00
12/31/21	R/O CONTAINER ZONE 2 # Days: 16 1.00 3.000	48.00
12/03/21	DEL 40YD C&D LOAD CALL JERMEY 1.00	
12/03/21	12/3 DEL 40 C&D LOAD CALL JEREMY 1.00	
12/06/21	12.06 D/R 40YD C&D LOAD CALL JERM 1.00	188.67
12/06/21	ROLL-OFF RECYCLE COUNTY 7.29 10 190	74.29
12/06/21	GOLD COAST RECY ZONE 2 7.29 61.730	450.01
12/06/21	D/R 40YD C&D LOAD CALL JERM 1.00	188.67
12/06/21	WOOD LOADS ZONE 2 4.34 53.240	231.06
12/10/21	12/10 **7AM-10AM** D/P 40YD C&D 1.00	188.67
12/10/21	ROLL-OFF RECYCLE COUNTY 4.00 10.190	40.76
12/10/21	GOLD COAST RECY ZONE 2 4.00 61.730	246.92

2655.56

ck 135540  
Correct Amount to be Applied 630.22

> = 1 Load

-CONTINUED-

CURRENT	30 DAYS	60 DAYS	90 DAYS	Please pay BALANCE DUE
3774.59	.00	.00	.00	3774.59
				2558.40

Office Hours: MONDAY thru FRIDAY 8:00 A.M. to 5:00 P.M.

WEBSITE: WWW.EJHARRISON.COM

MAKE CHECK PAYABLE TO:  
E.J. HARRISON ROLLOFFS

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

PAGE 1 OF 3



E.J. HARRISON & SONS, INC  
P.O. BOX 4009  
VENTURA CA 93007



Please check box if address is incorrect or information has changed and indicate change(s) on reverse side

STATEMENT DATE 12/31/21	STATEMENT # 1543	AMOUNT DUE 3774.59
ACCOUNT # 5-0084931 8	R2 ZONE 2 ROLLOFFS	AMOUNT PAID 2558.40

FOR YOUR ADDED CONVENIENCE, YOU CAN NOW PAY BY CREDIT CARD OR CHECK TO PAY ONLINE GO TO [www.ejharrison.com](http://www.ejharrison.com) AND SELECT ONLINE. THEN PAY BILLS. YOU CAN MAKE A ONE TIME PAYMENT OR ENROLL IN OUR CONVENIENT BILL PAY PROGRAM

FOR ANY QUESTIONS CALL CUSTOMER SERVICE AT 1 (800) 41 TRASH

0808157 0090291 MVA.T GEN001 373427

LOS ANGELES ENGINEERING  
RIO DEL VALLE SCHOOL  
633 N BARRANCA AVE  
COVINA CA 91723-1229

E.J. HARRISON ROLLOFFS  
P.O. BOX 4009  
VENTURA, CA 93007-4009

5 0084931.800000377459



WD. 90009  
 Gnack Shack Footings  
 T-M

Giffin Equipment  
 285 Rutherford St  
 Goleta, CA 93117  
 www.giffinequipment.com

Open	Invoice #
Wed 12/15/2021	146763-2

Bill to: Customer# 16562

Los Angeles Engineering

633 N Barranca Ave  
 Covina, CA 91723

Job Descr:

PO # Brian 1538-

Date Out Wed 12/15/2021

Terms	Aging Date
NET 0	Wed 12/15/2021

IE-Mail: fernando@giffinrental.com

Salesman: Fernando Moreno  
**DELIVERY AND PICKUP**

*mail*

Delivery Date: Wed 12/15/2021 7:00 AM

Pickup Date: Thu 12/23/2021

Location: Rio Del Valle Middle School

Used at Address: 3100 Rose Ave : Oxnard 93036

Entrance to the far north side of the school, DO NOT pull into the school parking Call Jeremy onsite as arriving

Contact: Jeremy  
 Phone: 626-590-0787

Qty	Item	Description	Date	Amount	Rate
1	7923	Backhoe Breaker 1 Day \$257.00 1 Week \$1,060.00 4 Wks \$3,180.00	Wed 12/22/2021	1,060.00	1,060.00
1	8875	Delivery/Pickup Oxnard Big Rig	Delivery	85.00	85.00

Please pay from this invoice.

Rental and Sales	Misc Charges	ENV Fee	Damage Waiver	Sales Tax
\$1,145.00	\$0.00	\$38.16	\$135.68	\$68.68

Current On Account

154243  
 1538.WD.90011  
 CP 50004.00  
 JESSICA  
 12.27.21  
 12/21/22

1538 - 12/15/21 - 12/23/21 Rent

BRIAN OK TO PAY?

*Giffin*

Total Amount:	\$1,387.52	Discount:	\$212.00	Total Paid:	\$0.00	Total Due:	\$1,175.52
---------------	------------	-----------	----------	-------------	--------	------------	------------

805-967-6484 Phone

805-967-0814 Fax

(RF00#17 21-12L)

II.A.MCS05S  
11.09



REQUEST FOR CHANGE ORDER # 017

<b>TO:</b> Rio School District 1800 Solar Drive Oxnard, CA 93030	<b>PROJECT:</b> Rio Del Valle Ph 1 Sports Field Complex <b>LAE JOB #:</b> 1538 <b>AGENCY #:</b> 21-12L <b>SPEC SEC.:</b> <b>PLAN SHTS:</b>
--	--

**ATTN:** Keith Henderson, CM  
 Balfour Beatty

Sent Via: FAX MAIL **E-MAIL**

We respectfully submit the following estimate / schedule of costs in response to:

- Written request for estimate / cost
- Verbal request
- Order to proceed

\*This change order is for the extra materials needed resulting from RFI 042 response received. This cost includes furnishing an additional 303 tons of AC to accommodate the 1.5" future AC section shown on the plans. There is no additional labor costs for the installation, as the AC will be placed in a 3" lift.

\*\* The above Design Change represents a Changed Condition, and this Change Order is submitted pursuant to and in accordance with Section 2-9 of the Standard Specification for Public Works Construction. Section 4-1.06 of the Standard Specifications for the State of California, Section 7104 of the Public Contract Code and our Contract.

\*\*\* LAE reserves the right to claim whatever damages are incurred, but not captured in this Change Order, as a result of delays per Greenbook Section 6-4.3 at a later date.

**TOTAL CHANGE ORDER VALUE: \$ 25,887.08**

**Notes:** This work will not be done until approved and a written Change Order and/or Directive is issued

Signature below and/or T&M signature authorizes LAE to proceed with the work described above as stated

Extension of time necessary for this change TBD CAL DAYS          WKNG DAYS

This work was performed in accordance with your authorization to proceed. Please Issue Change Order

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

For LAE: Jessica Geer  
 Title: Project Manager  
 Signature: Jessica Geer  
 Date: 1/17/2022

(RFQ #17 21-12L)

Following is an itemized quotation regarding proposed modifications to the contract documents.

General Contractor's Cost

Labor (See attached supporting documentation)	\$	-	
Material (See attached supporting documentation)	\$	23,300.70	
Equipment (See attached supporting documentation)	\$	-	
		Subtotal:	\$ 23,300.70

Subcontractor's Cost

_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
_____	\$	-	
		Subcontractor SubTotal	\$ -

General Contractor's <u>10.00%</u> Overhead and Profit - Labor	\$	-	
General Contractor's <u>10.00%</u> Overhead and Profit - Material & Equip	\$	2,330.07	
General Contractor's <u>5.00%</u> Overhead and Profit of Subcont.	\$	-	
General Contractor's Bond at <u>1%</u> % of subtotal	\$	256.31	

GRAND TOTAL: \$ 25,887.08

(RFQ#17 21-121)



Attn: Jessica Geer

Quote Name: RIO DEL VALLE JUNIOR SCHOOL / 3100 N RC  
Quote #: 945242

L A ENGINEERING INC  
633 N BARRANCA AVE  
COVINA, CA 91723  
Acct#: 219185

3100 N ROSE AVE / OXNARD

OXNARD, CA 93036  
Contract #: PUBLIC SCHOOL

Date: Monday, January 17, 2022  
Quote Created: Monday, September 13, 2021

Sales Rep : Andrew McCauley  
16013 Foothill Blvd.  
IRWINDALE, CA 91702  
510-460-0723

Effective From: Monday, January 17, 2022  
Quote Expiration: Monday, February 28, 2022  
Price Expiration: Monday, February 28, 2022

Phone:  
Fax :  
Email: mccauleya@vmcmail.com

**Special Instructions:**

\*\* No Specifications have been submitted; quoting conventional mix with RAP and 64-10 oil.

\*\*Due to the natural effects of segregation and the effects of post-delivery handling, Vulcan Materials Company guarantees that its aggregate products will meet the specifications on our submittal AT THE POINT OF DELIVERY ONLY, prior to placement and when sampled in accordance with ASTM D75.

\*\*There is a 20 Ton minimum for asphalt short loads.

\*\*There is a 25 ton minimum for aggregate short loads.

**ASPHALT**

Plant	Product Name	Product #	Qty U/M	Delivered Price Per Unit Estimated Tax Included
SATICOY HMA	203 C2 PG64-10	300905	576 Tons	\$76.65

(RFQ #17 21-12L)

Prices quoted above include estimated state or local sales and use tax, if any applies for this project. Taxes are subject to change based upon the tax rates in force at time of delivery.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by:

Date:

Sales Representative:

Date:

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

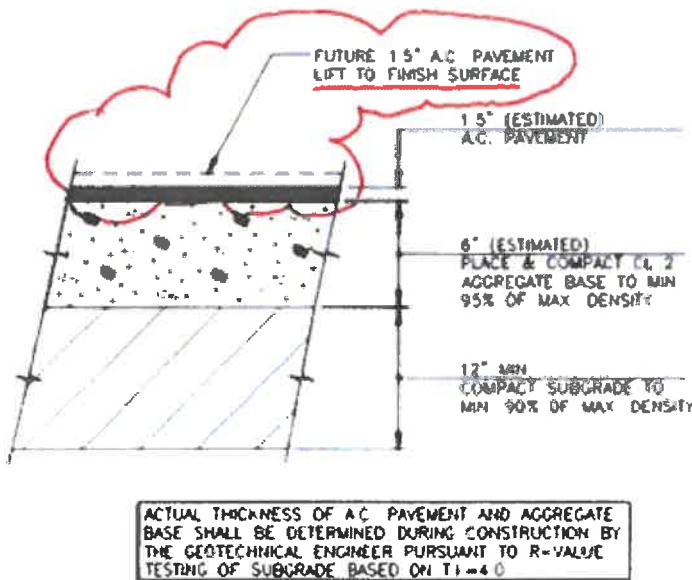


(RFCD #17 21-12L)

**Henderson, Keith**

**From:** Todd Jespersen <toddj@kbzarch.com>  
**Sent:** Monday, January 17, 2022 9:54 AM  
**To:** Henderson, Keith; Robert Schmidt (raschmidt@flowersassoc.com)  
**Cc:** Jonathan Lee; Trevino, Fernando; Corwin, Steven; Jessica Geer; Jeremy Dobyns  
**Subject:** RE: RSD Project #21-12L RDV PH1 Sports Field Complex - RFI 042 (Request for Proposal)

Hi Keith – Here is the detail reference Robert sent that was in the plan set:



**4 TYPICAL A.C. PAVEMENT STRUCTURAL SECTION**  
NOT TO SCALE

Robert – please comment on single 3" lift per below.

Thank you,

Todd A Jespersen AIA, LEED AP BD+C  
Kruger Bensen Ziemer Architects, Inc.

**From:** Henderson, Keith <KHenderson@Balfourbeattyus.com>  
**Sent:** Monday, January 17, 2022 8:01 AM  
**To:** Jessica Geer <jgeer@laeng.net>; Jeremy Dobyns <jdobyns@laeng.net>  
**Cc:** Todd Jespersen <toddj@kbzarch.com>; Jonathan Lee <jonathanl@kbzarch.com>; Robert Schmidt (raschmidt@flowersassoc.com) <raschmidt@flowersassoc.com>; Trevino, Fernando <FTrevino@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>  
**Subject:** FW: RSD Project #21-12L RDV PH1 Sports Field Complex - RFI 042 (Request for Proposal)



(RF00 #017 21-12L)

Good morning Jessica

In response to RFI#042 from Los Angeles Engineering regarding the question on the 1.5" finish asphalt surface being placed over the 1.5" of wearing surface, The Rio School District would like to go ahead and place both the wearing section of asphalt at 1.5" and the finish surface section of asphalt at 1.5" as one single placement of asphalt equaling a 3" section of asphalt over the entire parking lot. **Todd please correct me if I have mis-stated anything.**

Let us know Jessica what the cost is for the additional asphalt materials to place a 3" section of asphalt on the entire new parking lot being installed by Los Angeles Engineering for RSD Project #21-12L RDV PH1 Sports Field Complex. Thank you so much

### Keith Henderson

Senior Project Mgr | Balfour Beatty

O: (858) 385-8200 | C: (805) 616-8552 | F: (805) 983-7249

E: khenderson@balfourbeattyus.com | www.balfourbeattyus.com

300 E. Esplanade Drive, #1120, Oxnard, CA 93036

## Balfour Beatty

**From:** Jessica Geer <jgeer@laeng.net>

**Sent:** Thursday, January 13, 2022 9:03 AM

**To:** Henderson, Keith <KHenderson@Balfourbeattyus.com>

**Cc:** Trevino, Fernando <FTrevino@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>

**Subject:** RSD Project #21-12L RDV PH1 Sports Field Complex - RFI 042

External Email

Please see RFI 042 attached.

Thanks,

**Jessica Geer**

Project Manager

**Los Angeles Engineering, Inc.**

613 N. Barranca Ave., Covina, CA 91723

626 454 5222 x 221 phone 626 454 5226 fax

[jgeer@laeng.net](mailto:jgeer@laeng.net)

[www.laeng.net](http://www.laeng.net)

*An Employee-Owned Company*

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you received this email message by error, please notify the sender by reply email and delete the original email. Thank you.



(RFCO #018 21-12L)

I.I.A.MCS05S

11.09



REQUEST FOR CHANGE ORDER # 018

<b>TO:</b> Rio School District 1800 Solar Drive Oxnard, CA 93030	<b>PROJECT:</b> Rio Del Valle Ph 1 Sports Field Complex <b>LAE JOB #:</b> 1538 <b>AGENCY #:</b> 21-12L <b>SPEC SEC.:</b> <b>PLAN SHTS:</b>
--	--

**ATTN:** Keith Henderson, CM  
 Balfour Beatty

Sent Via: FAX MAIL **E-MAIL**

We respectfully submit the following estimate / schedule of costs in response to:

- Written request for estimate / cost
- Verbal request
- Order to proceed

\*This change order is for the extra work associated with RFI 044 reponse received to install new ADA compliant path of travel from the school to the new parking lot, per the plans provided by Kruger Benson Ziemer Architects as submitted to DSA for approval. Work includes demo of existing hardscape, removal of dirt to accomodate 9" concrete walkway section, installation of concrete curbs, walkway, truncated domes, striping & adjustment of irrigation laterals outside the new concrete walkway, which had already been installed per the project plans

\*\* The above Design Change represents a Changed Condition, and this Change Order is submitted pursuant to and in accordance with Section 2-9 of the Standard Specification for Public Works Construction. Section 4-1.06 of the Standard Specifications for the State of California, Section 7104 of the Public Contract Code and our Contract.

\*\*\* LAE reserves the right to claim whatever damages are incurred, but not captured in this Change Order, as a result of delays per Greenbook Section 6-4.3 at a later date.

**TOTAL CHANGE ORDER VALUE: \$ 23,293.53**

**Notes:** This work will not be done until approved and a written Change Order and/or Directive is issued

Signature below and/or T&M signature authorizes LAE to proceed with the work described above as stated

Extension of time necessary for this change TBD CAL DAYS          WKNG DAYS

This work was performed in accordance with your authorization to proceed. Please issue Change Order

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

For LAE: Jessica Geer  
 Title Project Manager  
 Signature: Jessica Geer  
 Date: 2/2/2022

(RFQ # 018 21-22)

Following is an itemized quotation regarding proposed modifications to the contract documents.

**General Contractor's Cost**

Labor (See attached supporting documentation)	\$	11,202.00	
Material (See attached supporting documentation)	\$	5,744.00	
Equipment (See attached supporting documentation)	\$	3,543.00	
		Subtotal:	\$ 20,489.00

**Subcontractor's Cost**

Caliber Paving	\$	500.00	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
		Subcontractor SubTotal	\$ 500.00

General Contractor's <u>10.00%</u> Overhead and Profit - Labor	\$	1,120.20	
General Contractor's <u>10.00%</u> Overhead and Profit - Material & Equip	\$	928.70	
General Contractor's <u>5.00%</u> Overhead and Profit of Subcont.	\$	25.00	
General Contractor's Bond at <u>1%</u> % of subtotal	\$	230.63	

**GRAND TOTAL:** \$ 23,293.53

(Rfco # 018 21-124)

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
-------------------	------	-----	---------------	-----------	-------	---------------	----------------	------------	--------------	-------

BID ITEM = 140  
 Description = ADD ADA WALKWAY Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

02063 DEMO SAWCUT - LAE Quan: 20.00 LF Hrs/Shft: 8.00 Cal: 508 WC: NONE

<u>DSAWCU</u>	(Mod) SAW CUT		4.00 CH	Prod: 40.0000 US				Lab Pcs: 1.00	Eqp Pcs: 1.00	1.00
8DESAWTRK	SAW TRUCK	1.00	4.00 HR	171.750				687		687
LAJ	LABOR	1.00	4.00 MH	72.860	291					291
\$978.44	0.2000 MH/LF		4.00 MH	[ 14.572 ]	291			687		978

02062 DEMO HARDSCAPE /EXPORT DIRT FROM PLAN Quan: 11.00 CY Hrs/Shft: 8.00 Cal: 508 WC: NONE

65 sf flatwork  
 8 lf curb  
 10 cy dirt from planter

<u>DHARDS</u>	HARDSCAPE - SMALL		4.00 CH	Prod: 22.0000 US				Lab Pcs: 3.00	Eqp Pcs: 4.00	4.00
SGENDMDIRT	DUMP FEES DIRT	1.00	1.00 EA	220.000				220		220
SGENDMSR	DUMPSTER	1.00	1.00 EA	550.000				550		550
8BA446	BACKHOE=LARGE	1.00	4.00 HR	60.500					242	242
8BABR20	BREAKER 2000 LBS	1.00	4.00 HR	34.500					138	138
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500					94	94
8TRUPI	PICKUP	1.00	4.00 HR	13.500					54	54
90TRK10W	TRUCK - TEN WHEELER	1.00	1.00 HR	95.000				95		95
LAJ	LABOR	2.00	8.00 MH	72.860	583					583
OPG	OPERATOR	1.00	4.00 MH	91.090	364					364
\$2,340.24	1.0909 MH/CY		12.00 MH	[ 86.113 ]	947			865	528	2,340

02213 FINE GRADE - SMALL Quan: 450.00 SF Hrs/Shft: 8.00 Cal: 508 WC: NONE

<u>EFINES</u>	(Mod) FINE GRADE - SMALL		4.00 CH	Prod: 900.0000 US				Lab Pcs: 3.00	Eqp Pcs: 3.00	3.00
8LOSKIP	SKIPLOADER	1.00	4.00 HR	37.250				149		149
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500				94		94
8TRUPI	PICKUP	1.00	4.00 HR	13.500				54		54
LAJ	LABOR	2.00	8.00 MH	72.860	583					583
OPG	OPERATOR	1.00	4.00 MH	91.090	364					364
\$1,244.24	0.0266 MH/SF		12.00 MH	[ 2.105 ]	947			297		1,244

02224 INSTALL BASE & FINE GRADE Quan: 10.00 TON Hrs/Shft: 8.00 Cal: 508 WC: NONE

<u>EBASES</u>	(Mod) INSTALL BASE - SMALL		4.00 CH	Prod: 20.0000 US				Lab Pcs: 6.00	Eqp Pcs: 4.00	4.00
2AGCABII	CL-II AB@109%	1.00	10.00 TON	15.000		164				164
8LOSKIP	SKIPLOADER	1.00	4.00 HR	37.250				149		149
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500				94		94
8TRUPI	PICKUP	1.00	4.00 HR	13.500				54		54
8TRUW2K	WATER TRUCK - 2K GA	1.00	4.00 HR	46.000				184		184
LAG	GRADE CHECKER	1.00	4.00 MH	72.860	291					291
LAJ	LABOR	3.00	12.00 MH	72.860	874					874
OPG	OPERATOR	1.00	4.00 MH	91.090	364					364
TEG	TEAMSTER	1.00	4.00 MH	64.660	259					259
\$2,433.26	2.4000 MH/TON		24.00 MH	[ 178.876 ]	1,789	164		481		2,433

031201 FORM CURB/GUTTER - SMALL Quan: 70.00 LF Hrs/Shft: 8.00 Cal: 508 WC: NONE

<u>C6MAN</u>	(Mod) 6 MAN CREW		2.00 CH	Prod: 280.0000 US				Lab Pcs: 5.25	Eqp Pcs: 2.00	2.00
8TRUCR	CREWTRUCK	1.00	2.00 HR	23.500				47		47
8TRUFO	FORM TRUCK	1.00	2.00 HR	43.000				86		86
LAJ	LABOR	1.00	2.00 MH	72.860	146					146
MAFO	MASON FORMAN	1.00	2.00 MH	80.640	161					161
MAJ	MASON	2.00	4.00 MH	73.870	295					295
TEG	TEAMSTER	1.25	2.50 MH	64.660	162					162



(RFCO #018 21-124)

Los Angeles Engineering, Inc.  
 21-088CO EXTRA WORK RIO DEL VALLE SPORTS PARK  
 JESSICA

Page 3  
 02/02/2022 15:21

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 140</b>										
Description = ADD ADA WALKWAY			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
<b>031108</b>	<b>REBAR (FLATWORK)</b>		Quan:	450.00 SF	Hrs/Shft:	8.00	Cal: 508	WC: NONE		
<b>CREBFLK</b>	REBAR W/FORKLIFT		2.00 CH	Prod:	56.2500 UM	Lab Pcs:	4.00	Eqp Pcs:	2.00	
2REB-4	#4 REBAR@109%	1.05	945.00 LF	0.350		361				361
8FO12K	FORKLIFT - 12K	1.00	2.00 HR	72.500				145		145
8TRUCR	CREWTRUCK	1.00	2.00 HR	23.500				47		47
LAJ	LABOR	2.00	4.00 MH	72.860	291					291
MAJ	MASON	2.00	4.00 MH	73.870	295					295
\$1,139.44	0.0177 MH/SF		8.00 MH	[ 1.304 ]	587	361		192		1,139
<b>031410</b>	<b>SET TRUNCATED DOMES</b>		Quan:	9.00 EA	Hrs/Shft:	8.00	Cal: 508	WC: NONE		
9 - 3'x5' tiles										
<b>CZMAN</b>	2 MAN CREW		4.00 CH	Prod:	18.0000 US	Lab Pcs:	2.00	Eqp Pcs:	1.00	
2COTRNCDS	ADA TRUNCATED DOM	1.00	9.00 EA	300.000		2,943				2,943
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500				94		94
LAJ	LABOR	1.00	4.00 MH	72.860	291					291
MAJ	MASON	1.00	4.00 MH	73.870	295					295
\$3,623.92	0.8888 MH/EA		8.00 MH	[ 65.213 ]	587	2,943		94		3,624
<b>031902</b>	<b>BACKFILL CURB &amp; SIDEWALK</b>		Quan:	450.00 SF	Hrs/Shft:	8.00	Cal: 508	WC: NONE		
<b>EBKFLS</b>	(Mod) STRUCTURAL BACKFILL - SM		4.00 CH	Prod:	900.0000 US	Lab Pcs:	3.00	Eqp Pcs:	4.00	
8LOSKIP	SKIPLOADER	1.00	4.00 HR	37.250				149		149
8MITRWA	WATER TANK TRAILER	1.00	4.00 HR	12.500				50		50
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500				94		94
8TRUPI	PICKUP	1.00	4.00 HR	13.500				54		54
LAJ	LABOR	2.00	8.00 MH	72.860	583					583
OPG	OPERATOR	1.00	4.00 MH	91.090	364					364
\$1,294.24	0.0266 MH/SF		12.00 MH	[ 2.105 ]	947			347		1,294
<b>02751</b>	<b>STRIPING/SIGNAGE SUB</b>		Quan:	100.00 SF	Hrs/Shft:	8.00	Cal: 508	WC: NONE		
4SRSTRP	SIGN/STRIPPING SUB	1.00	100.00 SF	5.000				500		500
<b>02920</b>	<b>ADJUST IRRIGATION LATERALS</b>		Quan:	54.00 LF	Hrs/Shft:	8.00	Cal: 508	WC: NONE		
<b>LATLN</b>	LATERALS TURNKEY		4.00 CH	Prod:	108.0000 US	Lab Pcs:	5.00	Eqp Pcs:	3.50	
2IRATERAL	IRR LATERAL .5" -@109	1.00	54.00 LF	0.500		29				29
8IRTRES	TRENCHER=SMALL	1.00	4.00 HR	28.750				115		115
8LOSKIP	SKIPLOADER	0.50	2.00 HR	37.250				75		75
8TRUCR	CREWTRUCK	1.00	4.00 HR	23.500				94		94
8TRUPI	PICKUP	1.00	4.00 HR	13.500				54		54
LALA	LADSCP/IRRI ((APP))	2.00	8.00 MH	72.860	583					583
LAL	LNDSKP/IRRI ((APP))	2.00	8.00 MH	67.380	539					539
OPG	OPERATOR	1.00	4.00 MH	91.090	364					364
\$1,853.21	0.3703 MH/LF		20.00 MH	[ 27.524 ]	1,486	29		338		1,853
<b>Item Totals: 140 - ADD ADA WALKWAY</b>										
\$20,988.49	150.0000 MH/LS		150.00 MH	[ 11202.15 ]	11,202	4,879	865	3,543	500	20,988
\$20,988.490	1 LS				11,202.15	4,878.84	865.00	3,542.50	500.00	20,988.49
<b>\$20,988.49</b>	<b>*** Report Totals ***</b>		<b>150.00 MH</b>		<b>11,202</b>	<b>4,879</b>	<b>865</b>	<b>3,543</b>	<b>500</b>	<b>20,988</b>

>>> Indicates Non Additive Activity

Report Notes:-----

(RACO # 018 21-124)

Los Angeles Engineering, Inc.  
21-088CO EXTRA WORK RIO DEL VALLE SPORTS PARK  
JESSICA

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 140</b>										
Description = ADD ADA WALKWAY			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000

The estimate was prepared with TAKEOFF Quantities.  
This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:  
Estimator-In-Charge:

**JOB NOTES**

MAKE SURE TO CHANGE THE SALES TAX FOR YOUR PROJECT (DEFAULT IS 9%)  
 BID DATE & TIME: xxxx ;  
 WKNG OR CAL DAYS TO COMPLETE (SPECIFY): xxxx ;  
 LIQUIDATED DAMAGES AMT: xxxx ;  
 ENGINEER'S ESTIMATE: \$ xxxx ;  
 BASIS TO DETERMINE LOW BIDDER: xxxx ;  
 PROJECT START DATE: xxx ;  
 BUY AMERICA PROVISIONS?: xxx ?  
 DBE / SBE / MBE / WBE: xxx %;  
 SURVEY BY: xxxx ;  
 TESTING BY: xxxx ;  
 INSPECTION BY: xxxx ;  
 DETERMINE STANDARDS USED: xxxx ;  
 SPECIAL INSPECTIONS:  
 OTHER:

\*\*\*\*\*  
 \*\*\*\*\*Estimate created on: 10/21/2021 by User#: 12 - JESSICA  
 Source estimate used: W:\HEAVYBID\BID\EST\ESTMAST

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 506 5 SHIFTS, 6 HOURS/SHIFT
- 508 5 DAYS OF 8 HOURS A DAY (Default Calendar)
- 510 5 DAYS AT 10 HOURS A DAY SHI
- NT NIGHT TIME WORK



(RFI # 018 21-122)

Los Angeles Engineering, Inc.  
633 N. Barranca Ave.  
Covina, CA 91723  
Phone (626) 454-522  
Fax (626) 869-0902  
www.laeng.net  
License No.A-591176, C-10, HAZ



LAE JOB NO. 1538

Phone: 626-454-5222  
Fax: 626-454-5226

### REQUEST FOR INFORMATION

Title: Pedestrian gate along fire lane

RFI NO: 044

Date: 01/17/22

LOG NO: \_\_\_\_\_

From: Jessica Geer

Cost Impact: No

Specification Sheet: \_\_\_\_\_

Sch Impact: No

Plan Sheet: A-103-ALT

Request: Plan sheet A-103-ALT & approved fence submittal 001, show a new pedestrian to be installed along the fire lane road entering into the new planting area. There is no indication of curbs or sidewalk through the planter to the parking lot at this gate in the Civil or Architectural plans. Is the intent to have the gate from the firelane to the planter with no walkway access into the parking lot?

Signed: Jessica Geer

Response: Intent is to have walkway as shown in attached DSA Submittal sheet C-1; note, this configuration is pending DSA approval.

Attachments:

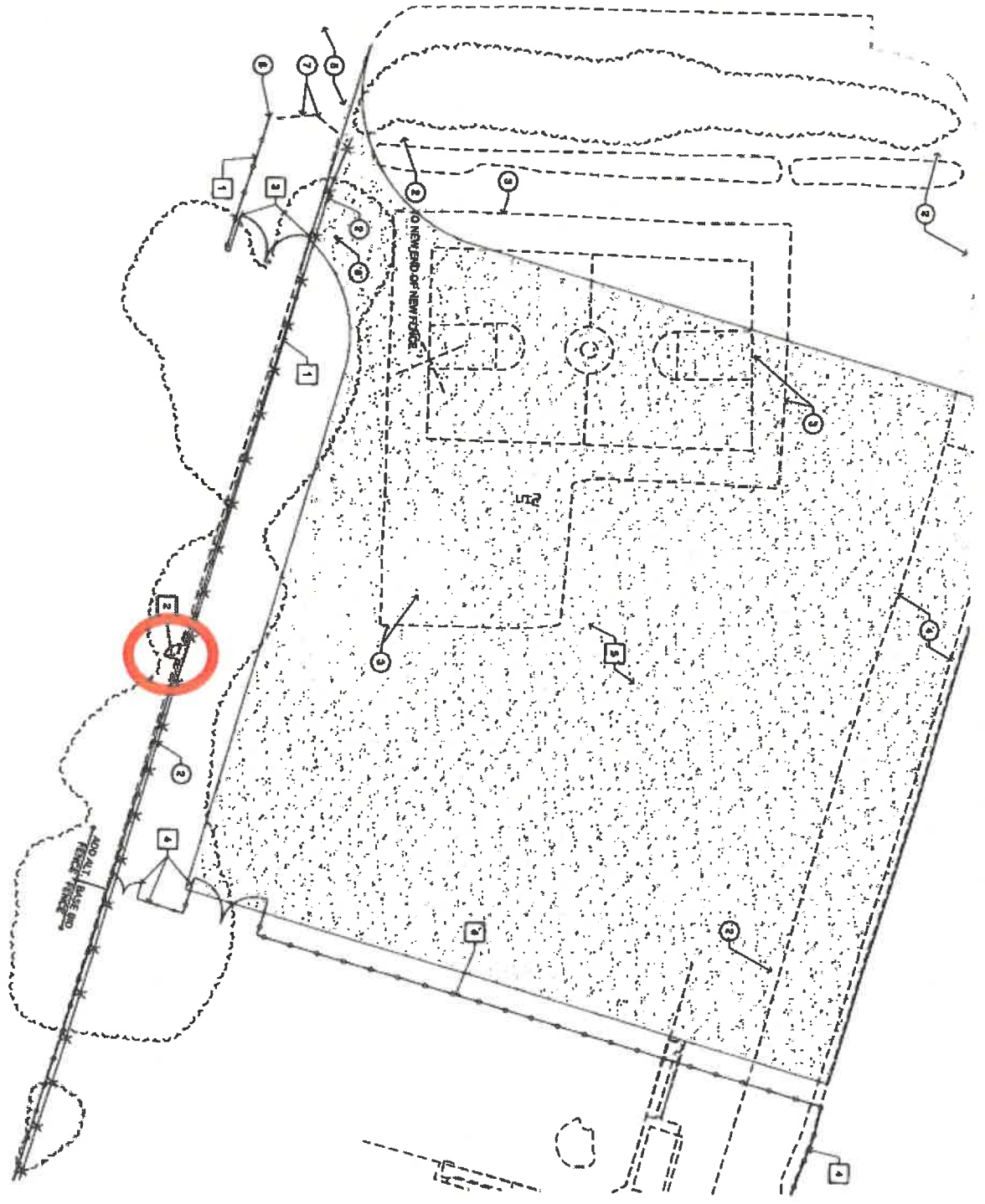
Response By: Todd Jespersen, KBZ Architects Inc.

Date: 17 January 2022

CC:  LAE File  
 RFI File  
 Field/Superint.

Sub/Vendor File  
 Field Change Order File

1 BID ALTERNATE #4 - PAVED STAGING AREA  
SCALE: 1" = 20' - 0"

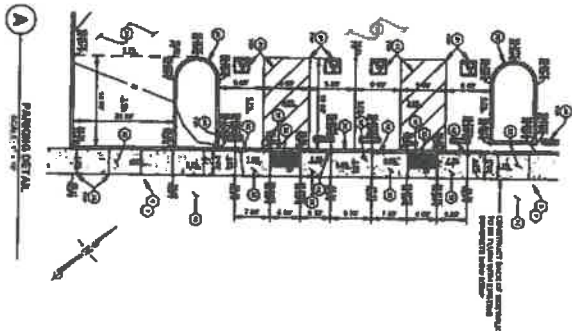
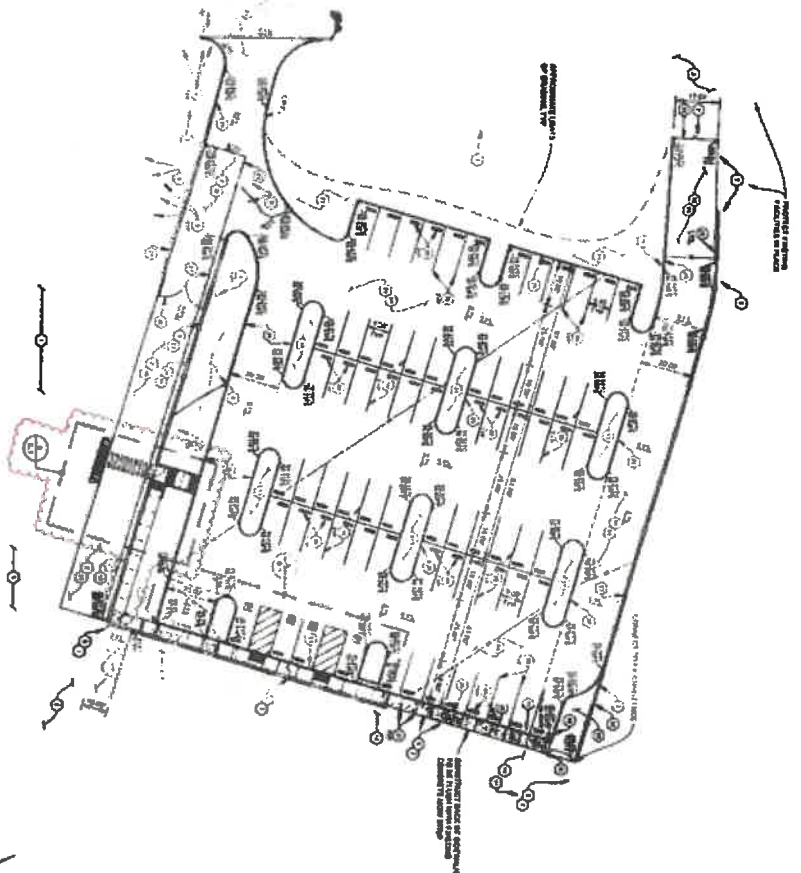


- KEYNOTES**
- 1 EXTEND NEW FENCING TO (E) FENCE
  - 2 (M) POSTSTAY GATE
  - 3 (M) DOUBLE-FLYUP GATE ACROSS PIPE
  - 4 BAKE BRD (M) FENCE AND GATES
  - 5 NEW A.C. PAVING

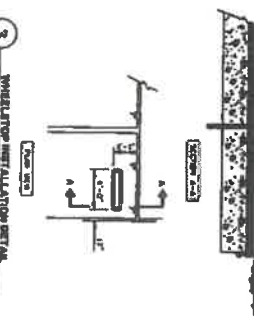
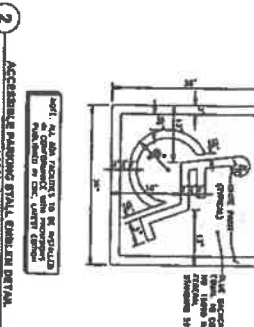
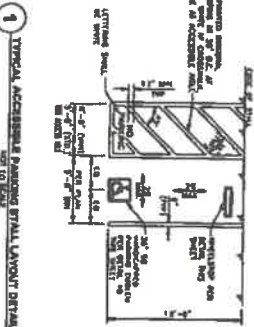




N. ROSE AVE.



**IMPORTANT NOTICE**  
 ALL CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO. THE CITY OF DENVER IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.



**GENERAL CONSTRUCTION NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER AND THE STATE OF COLORADO.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE STATE OF COLORADO.

# Worksheet Tab

## RIO DEL VALLE DSA PLANS

Bid No. 66

(AFLO#018 22-12L)

No.	Name	Qty1	UOM1	Qty2	UOM2	Qty3	UOM3	Mat.(\$)	Labor(\$)	Sub(\$)	Total(\$)
	(unassigned)										
1	sidewalk	381.71	SF					0.00	0.00	0.00	0.00
2	truncated domes	95.46	SF					0.00	0.00	0.00	0.00
3	21. sawcut	18.58	LF					0.00	0.00	0.00	0.00
4	demo concrete/concrete walk	64.22	SF					0.00	0.00	0.00	0.00
5	37. flush curb	31.58	LF					0.00	0.00	0.00	0.00
6	26. 6" curb	35.58	LF					0.00	0.00	0.00	0.00
7	striping	103.16	SF					0.00	0.00	0.00	0.00
8	demo curb	7.17	LF					0.00	0.00	0.00	0.00
9	thickened edge	198.62	LF					0.00	0.00	0.00	0.00
	<b>Totals</b>							<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Ledgers99a

Journal Entry Snapshot

Journal Entry Link # 338012

Journal Entry # GJ22-00101

Status Posted

Type General

Fiscal Year 2022 Transaction Date 02/02/2022

Created 609CPERDUE, 2/2/2022

Requisition #

Posted 609CPERDUE, 2/2/2022

Department BUSINESS

Comment Move R22-00883 to RSC 3010

Purchase Order #

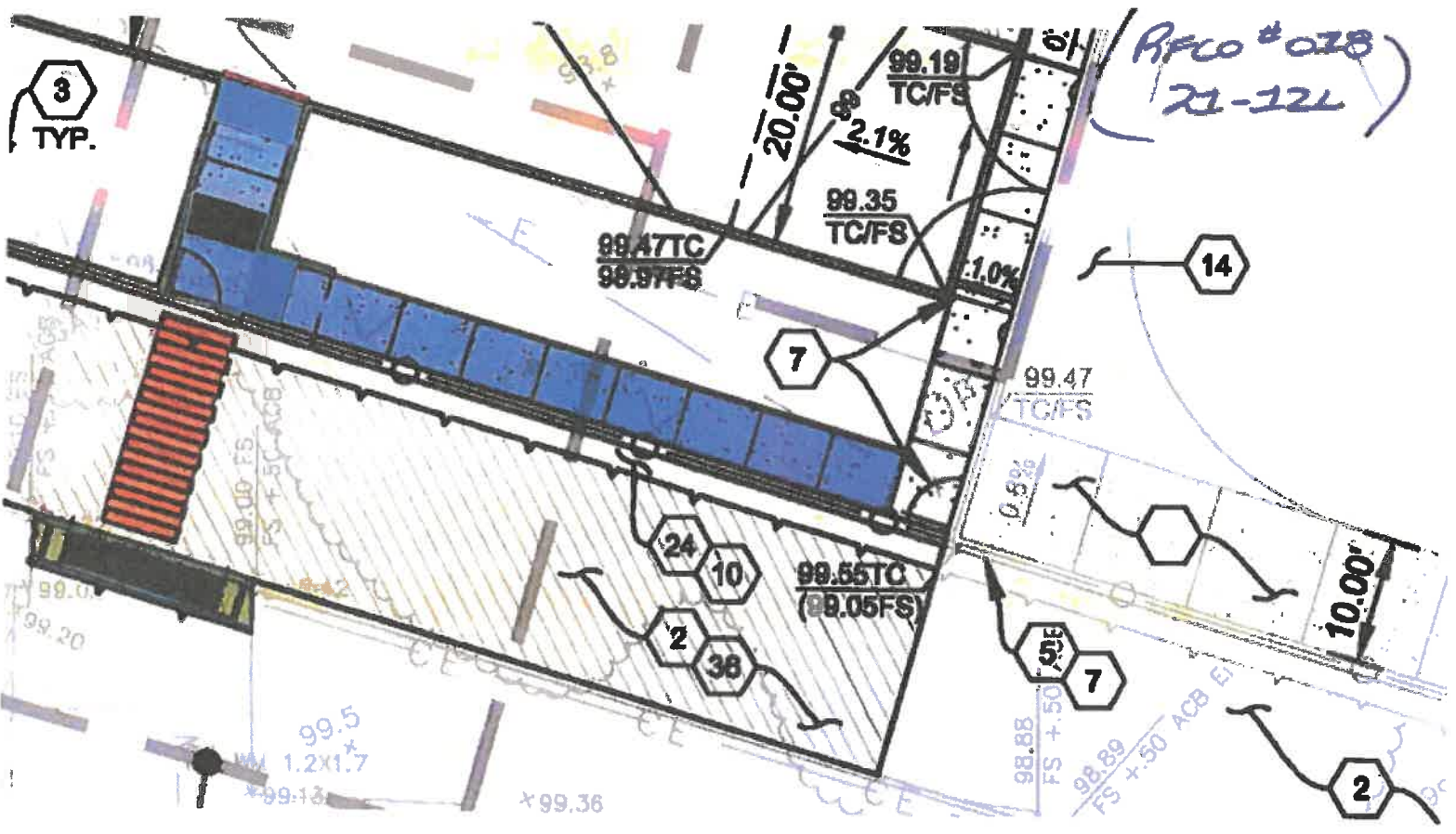
Batch #

Account #	Comments	Line Seq (Tran Type)	Debits	Credits
021189) 010-5800-3010-0-1110-1000-000-200-0000-0	Move R22-00883 to RSC 3010	1 (X)	53,341.20	53,341.20
044269) 010-5800-0000-0-4760-2420-200-200-G1A8-0	Move R22-00883 to RSC 3010	2 (X)		
014591) 010-9110-0000-0- - - - -	Move R22-00883 to RSC 3010	3 ( )	53,341.20	
016871) 010-9110-3010-0- - - - -	Move R22-00883 to RSC 3010	4 ( )		53,341.20
<b>JE # GJ22-00101 Totals</b>			<b>106,682.40</b>	<b>106,682.40</b>

(RFLO #018-21-12L)

RFCO # 038  
21-12L

3  
TYP.



99.0  
99.20

99.5  
1.2x1.7  
x99.13

x99.36

98.88  
FS +.50  
98.89  
FS +.50 ACB ET

10.00'

(RFCO # 018 21-12L)

**Henderson, Keith**

---

**From:** Todd Jespersen <toddj@kbzarch.com>  
**Sent:** Wednesday, February 2, 2022 4:00 PM  
**To:** Henderson, Keith  
**Cc:** Trevino, Fernando; Corwin, Steven; Jessica Geer; Jeremy Dobyns; Jonathan Lee  
**Subject:** RE: RSD Project #21-12L RDV PH1 Sports Field Complex - RFCO 018

Hi Keith –

The RFCO looks fair and reasonable for the scope of work changed.

Thank you,

Todd A Jespersen AIA, LEED AP BD+C  
Kruger Bensen Ziemer Architects, Inc.

**From:** Henderson, Keith <KHenderson@Balfourbeattyus.com>  
**Sent:** Wednesday, February 2, 2022 3:48 PM  
**To:** Todd Jespersen <toddj@kbzarch.com>; Jonathan Lee <jonathanl@kbzarch.com>  
**Cc:** Trevino, Fernando <FTrevino@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>; Jessica Geer <jgeer@laeng.net>; Jeremy Dobyns <jdobyns@laeng.net>  
**Subject:** FW: RSD Project #21-12L RDV PH1 Sports Field Complex - RFCO 018

Good afternoon Todd

Can you please review and advise on an approval for RFCO#018 from Los Angeles Engineering responding to the revised parking lot POT walkway from the campus that has been changed per the DSA submission drawings?  
We want to get it on the February Board meeting so an expedited review would be greatly appreciated.  
Thank so much and have a great afternoon.

**Keith Henderson**

Senior Project Mgr | Balfour Beatty  
O: (858) 385-8200 | C: (805) 616-8552 | F: (805) 983-7249  
E: khenderson@balfourbeattyus.com | www.balfourbeattyus.com  
300 E. Esplanade Drive, #1120, Oxnard, CA 93036

**Balfour Beatty**

**From:** Jessica Geer <jgeer@laeng.net>  
**Sent:** Wednesday, February 2, 2022 3:33 PM  
**To:** Henderson, Keith <KHenderson@Balfourbeattyus.com>  
**Cc:** Trevino, Fernando <FTrevino@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>  
**Subject:** RSD Project #21-12L RDV PH1 Sports Field Complex - RFCO 018

External Email

Good Afternoon Keith,

(RFCO # 018 21-121)

Please see attached RFCO for the DSA path of travel revision at the parking lot. Please let me know if you have any questions.

Thanks,

**Jessica Geer**  
Project Manager

**Los Angeles Engineering, Inc.**  
633 N. Barranca Ave., Covina, CA 91723  
626.454.5222 x 221 phone 626.454.5226 fax  
[jgeer@laeng.net](mailto:jgeer@laeng.net)  
[www.laeng.net](http://www.laeng.net)

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