



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

April 20, 2022

**Rio School District
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, April 20, 2022
RSD Regular Board Meeting**

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

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Comment-Closed Session

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

4. Closed Session

4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] 6014676

4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and 2022/2023; Superintendent's Evaluation

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

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

5.1 Report of Closed Session

6. Presentations/Recognitions

6.1 Rio del Sol ASB Presentation

7. Public Hearing

7.1 Public Hearing to Review Draft Maps and Provide Input Regarding the Establishment of Trustee Areas and Elections By-Trustee Areas (Elections Code § 10010)

7.2 Rio Schools District Proposal to Request for Waiver of the Requirement that the Establishment of Trustee Areas and Adoption of a "By-Trustee Area" Election Process be Submitted to the Elections as Set Forth in Education Code Section 5019, 5020, and 5030.

7.3 Notice of Public Hearing on Resolution #21-22/16 for the renaming of the Rio Vista Middle School Gymnasium in honor of Former Superintendent John McGarry

8. Communications

8.1 Acknowledgement of Correspondence to the Board

8.2 Board Member Reports

8.3 Organizational Reports-RTA/CSEA/Other

8.4 Superintendent Report

8.5 Public Comment-Board meetings are meetings of the Governing Board held in public 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

9. Information

9.1 Human Resources Updates

9.2 District Facilities Funding Update and Options

10. Discussion/Action

10.1 Approval of Resolution 2021/2022-17 Adopting a Map of Proposed Trustee Areas, and Recommending that the Ventura County Committee on School District Organization Approve and Establish Trustee Areas From Which Rio School District Board Members will be Elected in a By-Trustee Area Election Process

10.2 Approval of Resolution 2021/2022-18 of the Governing Board of the Rio School Board District Authorizing Request for Waiver of the Requirement that the Establishment of Trustee Areas and Adoption of a "By-Trustee Area" Election Process be Submitted to the Elections as Set Forth in Education Code Section 5019,5021 and 5030.

10.3 Approval of Survey Consulting Agreement from Isom Advisors, a Division of Urban Futures, Inc.

10.4 Approval of Resolution 2021/2022-16 to Rename the Rio Vista Middle School Gymnasium in Honor of former Superintendent John McGarry

10.5 Approval of Declaration of Need for Fully Qualified Educators

10.6 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Vocational Education 30 Day Substitute Teaching Permits

10.7 Approval of Ventura County Community College District MOU

10.8 Approval of the Summer School Programs 2022

10.9 Annual Report of the Measure L Citizen's Bond Oversight Committee Fiscal Year Ending June 30, 2021

11. Consent

11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of the Special Board Meeting of March 16, 2022.

11.3 Approval of the Minutes of the Regular Board Meeting of March 16, 2022

11.4 Ratification of the Commercial Warrant for March 4, 2022 through April 6, 2022

11.5 Approval of the April Personnel Report

11.6 Approval of Agreement with San Diego Office of Education for Professional Development Regarding Teacher Evaluation Processes

11.7 Approval of Agreement with Alliant University

11.8 Williams Quarterly Compliant Report

11.9 3rd Quarter Williams Ventura County Office of Education Report

11.10 Approval of Rio del Valle Overnight Field Trip to Friday Night Live Youth Summit in Anaheim, CA

11.11 Approval of Change Order #1 from NV5 for the installation of the shade structures at Rio Del Norte, Rio Plaza, and Rio Lindo.

11.12 Approval of Resolution No. 21-22/15 Declaring the Futility of Publicly Bidding and Ratify Change Order #6, work on the District's Project No. 21-12L for the Rio Del Valle Phase 1 Sports Field

11.13 Approval of Change Order #2 from Venco Electric for a Fire Rated Access Panel at Rio Del Valle.

11.14 Request for Board Approval to Award Project 22-02L at Rio Real Elementary School for the HVAC and Electrical Replacement to EJS Construction.

11.15 Request for Board Approval to Award Project 22-01L at Rio Plaza Elementary School for the HVAC and Electrical Replacement to EJS Construction.

11.16 Approval of Extension #2 of the Proposal from Kenco for DSA Inspection of the Rio Del Valle, Phase I, Sports Complex

12. Organizational Business

12.1 Future Items for Discussion

12.2 Future Meeting Dates: May 18, 2022

13. Adjournment

13.1 Adjournment

4.1



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] 6014676
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 6014676.

Administrative Content

Executive Content



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and 2022/2023; Superintendent's Evaluation
Access	Public
Type	Discussion

Public Content

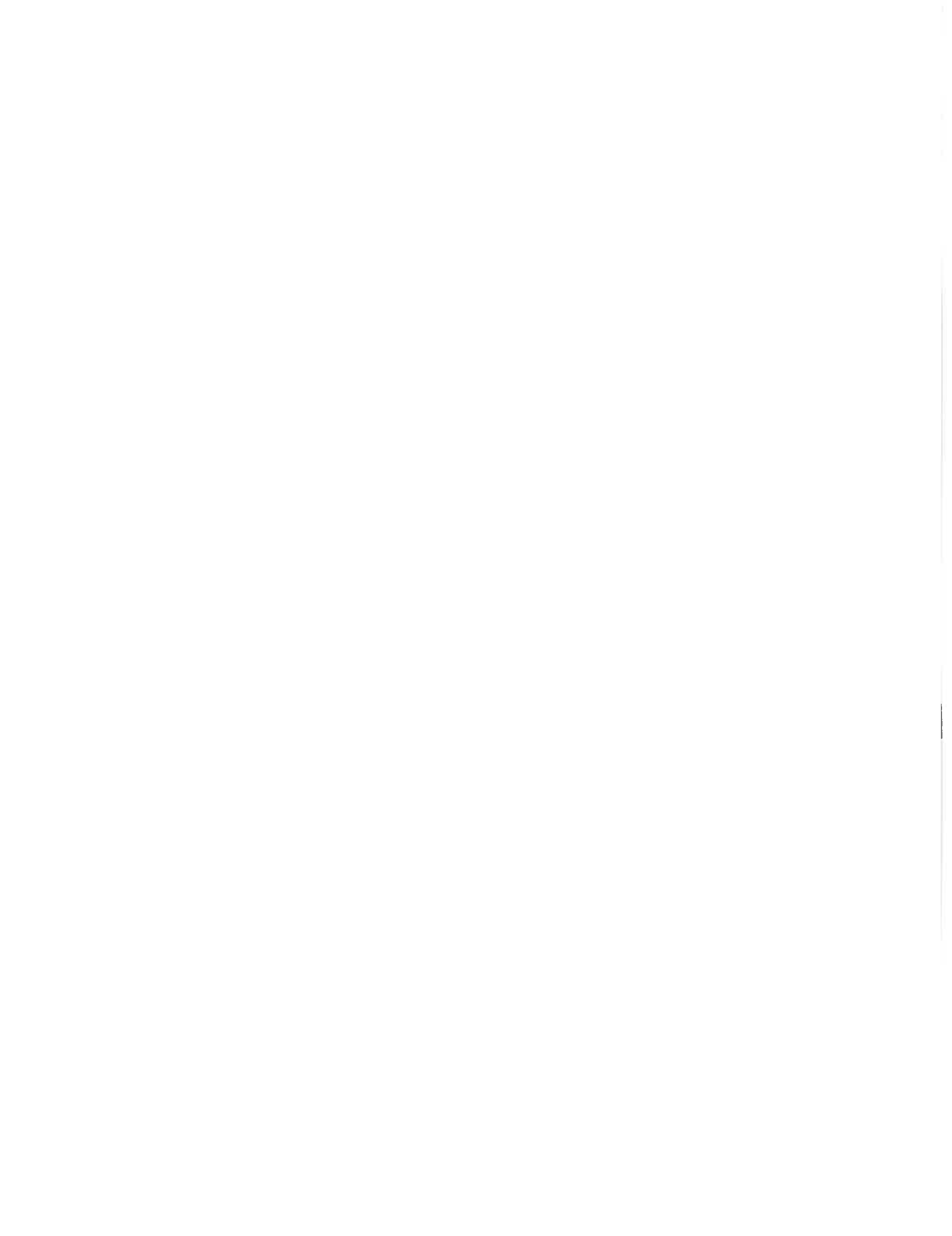
Speaker: John Puglisi, Ph.D. Superintendent

Rationale:

Staff will update staffing for the remainder of 2021/2022 and next school year 2022/2023.

Administrative Content

Executive Content





Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff will update and discuss with the Governing Board.

Administrative Content

Executive Content

7.1



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	7. Public Hearing
Subject	7.1 Public Hearing to Review Draft Maps and Provide Input Regarding the Establishment of Trustee Areas and Elections By-Trustee Areas (Elections Code § 10010)
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D. Superintendent

Rationale:

The District has initiated the process of establishing trustee areas and changing the method of electing members of the Board, to ensure full compliance with the California Voting Rights Act of 2001 (CVRA). Under Elections Code section 10010, prior to drafting any proposed trustee area maps the Board is required to conduct “at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts.” These public hearings took place on January 19, 2022 and February 16, 2022. At the February 16, 2022 meeting the Board also adopted criteria to be used in the creation of draft maps.

After these two public hearings, the District’s demographer created draft maps, which were made available to the public at least seven (7) days prior to this meeting.

A third public hearing occurred on March 16, 2022, the first of two public hearings after the creation of draft maps, for members of the public to have the opportunity to provide input regarding the draft maps and the proposed sequence of elections.

This is the time and place for the fourth and final public hearing regarding the draft maps, for members of the public to have the opportunity to provide input regarding the draft maps and the proposed sequence of elections.

After the public hearing, in the agenda item that follows this one, the Board will discuss the draft maps and decide on a map to establish trustee areas and trustee area boundaries, and forward the map to the County Committee on School District Organization for review and approval.

RSD Public Hearing 04_20_2022 (1).pdf (69 KB)	
RioSchoolDistrict_PostMap_2_20220420.pdf (3,444 KB)	RioSD_Scenario 1 (1).pdf (500 KB)
RioSD_Scenario 2 (1).pdf (499 KB)	RioSD_Scenario 3 (1).pdf (498 KB)

Administrative Content



NOTICE OF PUBLIC HEARING

**Public Hearing to Review Draft Maps and Provide Input Regarding
the Establishment of Trustee Areas and Elections By-Trustee Areas
(Elections Code § 10010)
Rio School District
1800 Solar Drive, Third Floor
Oxnard, CA 93034
6:00 p.m.**

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.” These public hearings took place on January 19, 2022 and February 16, 2022. At the February 16, 2022 meeting the Board also adopted criteria to be used in the creation of draft maps.

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This is the time and place for the fourth and final public hearing regarding the draft maps, for members of the public to have the opportunity to provide input regarding the draft maps and the proposed sequence of elections.

After the public hearing, in the agenda item that follows this one, the Board will discuss the draft maps and decide on a map to establish trustee areas and trustee area boundaries, and forward the map to the County Committee on School District Organization for review and approval.

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

7.2



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	7. Public Hearing
Subject	7.2 Rio Schools District Proposal to Request for Waiver of the Requirement that the Establishment of Trustee Areas and Adoption of a "By-Trustee Area" Election Process be Submitted to the Elections as Set Forth in Education Code Section 5019, 5020, and 5030.
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The District is in the process of transitioning to by-trustee area elections. The District's Board is expected to pass a resolution in to adopt a trustee area map, which will be submitted to the Ventura County Committee on School District Organization ("County Committee") to consider for approval. If the District successfully establishes a by-trustee area election process, it would avoid liability under the California Voting Rights Act of 2001 ("CVRA") as a result of its current at-large election system. The County Committee has the power to approve the District's proposal to establish trustee areas, but its action is still subject to approval by the electors in the District.

In order to ensure implementation of by-trustee area elections, the District intends to seek a waiver of certain portions of the Education Code. The State Board waiver is a request by the District, under the authority of Education Code sections 33050, *et seq.*, to seek a waiver of certain portions of Education Code sections 5019, 5020, 5021 and 5030 from the State Board of Education. The waiver would allow the District to forego the requirement that the transition from an at-large system of election to a by-trustee area of election be approved by voters of the District. If the waiver is granted, the transition would become effective for the next District election in November, 2022.

Before requesting a State Board waiver and adopting this resolution, the District must conduct a public hearing at which time the public may testify on the waiver proposal.

[PublicHearingSBEWaiver.pdf \(33 KB\)](#)

Administrative Content

**RIO SCHOOL DISTRICT
NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO REQUEST WAIVER**

NOTICE IS HEREBY GIVEN that the Board of Education of the Rio School District, at its Board meeting to be held at 6:00 p.m. on April 20, 2022, at the Rio School District, located at 1800 Solar Drive, Third Floor, Oxnard, will consider seeking a waiver from the State Board of Education of the requirement that the establishment of trustee areas and adoption of a “by trustee area” election process be submitted to the electors as set forth in Education Code §§ 5019 et seq. The Board invites public testimony regarding this matter.

Questions or comments should be directed to Sonia Cervantez, Executive Assistant to the Superintendent, at 805-485-3111 ext. 2102 or scervantez@rioschools.org.

7.3



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	7. Public Hearing
Subject	7.3 Notice of Public Hearing on Resolution #21-22/16 for the renaming of the Rio Vista Middle School Gymnasium in honor of Former Superintendent John McGarry
Access	Public
Type	Discussion

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Staff will listen to public comments in regards to the proposal of renaming the Rio Vista Middle School.

Public Hearing Renaming the Rio Vista Middle School Gym .pdf (10 KB)

Administrative Content

Executive Content

PLEASE POST ON APRIL 11, 2021

**RIO SCHOOL DISTRICT
1800 SOLAR DRIVE
OXNARD, CALIFORNIA**

**NOTICE OF
PUBLIC HEARING**

**RESOLUTION # 21-22/16 FOR APPROVAL OF
RENAMING THE RIO VISTA MIDDLE SCHOOL
GYMNASIUM IN HONOR OF FORMER
SUPERINTENDENT JOHN MCGARRY**

April 20, 2022, at 6:00 p.m.

The public is invited to provide input regarding the Renaming of the Rio Vista Middle School Gymnasium in Honor of Former Superintendent John McGarry. Board Policy 7310 provides that the Board of Trustees may name schools, individual buildings, grounds, or facilities in recognition of (a) individual, living or deceased, who have made outstanding contributions to the county or community. And the Board may furthermore consider naming buildings, parts of buildings, or athletic fields in honor of the contributions of students, staff, and community members who have been deceased for at least one year. The public hearing will be held during a Governing Board meeting of the Rio School District to be held on Wednesday, April 20, 2022, at 6:00 p.m.

9.1



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 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

9.2



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.2 District Facilities Funding Update and Options
Access	Public
Type	Information

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

District Facilities Funding Update and Options:

The District has been undergoing significant classroom and school facility new construction projects as well as upgrade, renovation, and modernization projects to its school sites. Despite these capital investments, the District still has remaining projects to complete. In order to provide funding to complete the projects, the District should consider going to voters for a school improvement bond measure. Historically, the District has gone to voters in 1997 and again in 2014 and 2018 with measures that have been overwhelmingly supported by District voters. The next opportunity to go to voters would be November 2022. This consideration would NOT be a tax increase but would rather be an extension of the 1997 bond program that is scheduled to drop off in the coming years. The District's financing team will share a presentation about the facilities needs and funding options, including the No Tax Increase bond program.

Administrative Content

Executive Content

10.1



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Approval of Resolution 2021/2022-17 Adopting a Map of Proposed Trustee Areas, and Recommending that the Ventura County Committee on School District Organization Approve and Establish Trustee Areas From Which Rio School District Board Members will be Elected in a By-Trustee Area Election Process
Access	Public
Type	Action
Recommended Action	Staff recommends approval of Resolution 2021/2022-17 Adopting a Map of Proposed Trustee Areas, and Recommending that the Ventura County Committee on School District Organization Approve and Establish Trustee Areas From Which Rio School District Board Members will be Elected in a By-Trustee Area Election Process.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

In December, 2021 the District 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, a series of four public hearings are required, two prior to the adoption of any draft maps and two after the creation of draft maps. These public hearings took place on January 19, 2022, February 16, 2022, March 16, 2022, with the final taking place at this meeting prior to this agenda item.

Having conducted the fourth public hearing, in this agenda item the Board will discuss the draft maps and decide on a map to establish trustee areas and trustee area boundaries, and forward the map to the County Committee on School District Organization for review and approval.

[Res2122_17 Adopting Map Trustee Areas.pdf \(50 KB\)](#)

[RioSchoolDistrict_PostMap_2_20220420.pdf \(3,444 KB\)](#)

[RioSD_Scenario 1 \(1\).pdf \(500 KB\)](#)

[RioSD_Scenario 2 \(1\).pdf \(499 KB\)](#)

[RioSD_Scenario 3 \(1\).pdf \(498 KB\)](#)

Administrative Content

**BOARD OF EDUCATION
OF THE
RIO SCHOOL DISTRICT
VENTURA COUNTY, CALIFORNIA
RESOLUTION NO. 2021/2022-17
ADOPTING A MAP OF PROPOSED TRUSTEE AREAS, AND
RECOMMENDING THAT THE VENTURA COUNTY COMMITTEE
ON SCHOOL DISTRICT ORGANIZATION APPROVE AND ESTABLISH
TRUSTEE AREAS FROM WHICH RIO SCHOOL DISTRICT
BOARD MEMBERS WILL BE ELECTED
IN A BY-TRUSTEE AREA ELECTION PROCESS**

WHEREAS, the Rio School District (“District”) currently has no trustee areas, wherein each of the five members of the District’s Board of Education (“Board”) must reside within the boundaries of the District but not within any specific geographical sub-region of the District; and

WHEREAS, the District currently uses an at-large system of electing its Board members, wherein all voters in the District elect each member of the Board; and

WHEREAS, at-large electoral systems such as that used by the District are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025–14032 of the California Elections Code (“CVRA”); and

WHEREAS, by-trustee area electoral systems are not vulnerable to challenge under the CVRA; and

WHEREAS, in a by-trustee area system of election, candidates for the Board must reside within a specific geographic subarea of the District, called a trustee area, and candidates are elected only by the voters of that trustee area; and

WHEREAS, given the potential financial and other consequences of a legal challenge under the CVRA to the District’s current election system, the Board considers it prudent to initiate the process to transition to a by-trustee area system of election; and

WHEREAS, the Board took action at a previous meeting announcing its decision to change its election methodology from an at-large system to a by-trustee areas method of election as described in Education Code section 5030(b) in time for the November, 2020 election; and

WHEREAS, one method of transitioning from an at-large electoral system to a by trustee area electoral system is for the Board to petition the Ventura County Committee on School District Organization (“County Committee”), by resolution, to initiate the transition under California Education Code section 5019(c)(1); and

WHEREAS, the County Committee has indicated that it will initiate this process on behalf of the District at the District’s request, and will consider any recommendation on specific trustee areas made by the District; and

WHEREAS, District staff and consultants have prepared Draft trustee area Maps (the “Draft Maps”). Prior to the preparation and presentation of the Draft Maps, the Board held public hearings on January 19, 2022 and February 16, 2022, to allow for public input on the conversion and how to draw draft trustee area maps; and

WHEREAS, at the February 16, 2022 meeting the Board also adopted criteria to be used in the creation of draft maps; and

WHEREAS, the Draft Maps were presented to the public on March 16, 2022, after being made available to the public for at least seven (7) days prior to that meeting, a public hearing was held on March 16, 2022 to obtain feedback on the Draft Maps, and information regarding the Draft Maps was and is posted online on the District’s website; and

WHEREAS, the Board has conducted an additional public hearing on April 16, 2022, prior to consideration, discussion, and action on this Resolution, and has received and considered any and all public input and comment on: 1) the Draft Maps; 2) the proposal to transition to establishing trustee areas; and 3) the proposal to adopt a by-trustee area system of election; and

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

1. That the above recitals are true and correct.
2. That based upon its review of the public input and comment on the Draft Maps, its proposal to transition to establishing trustee areas, and its proposal to adopt a by-trustee area system of election, as well as input from staff and consultants, the Board hereby adopts and recommends the map known as Scenario ____ to the County Committee for its consideration. A true and correct copy of Scenario ____ is attached hereto as **Exhibit A**.

3. That at the District's next election in 2022, seats in trustee areas 1, 3 and 4 will be up for election, and in November 2024, seats in trustee areas 2 and 5 will be up for election.

4. That this Resolution shall serve as the District's petition to the County Committee pursuant to Education Code section 5019(c)(1), the Board hereby proposes and requests that the County Committee approve the establishment of trustee areas as defined in **Exhibit A**, and approves the adoption of the method of electing Board members specified in Education Code section 5030(b), whereby candidates for the Board must reside within a trustee area, and candidates are elected only by the voters of that trustee area, effective with the November, 2022 regular election of District Board members.

5. That the Superintendent and/or her designee take all actions necessary to notify the Committee of the Board's determination forthwith and provide whatever assistance may be required by the Committee to complete the process.

ADOPTED, SIGNED AND APPROVED this 20th day of April, 2022.

**President of the Governing Board for the
Rio School District**

I, _____, Clerk of the Governing Board of the Rio School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 20th day of April, 2022, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____


**Clerk of the Governing Board of the
Rio School District**



▶ **TRUSTEE AREA
PROCESS**

RIO SCHOOL DISTRICT

MARCH 16, 2022



**COOPERATIVE
STRATEGIES**
ASSESS • PLAN • FUND • BUILD

▶ TRUSTEE AREA PROCESS

DATE	ACTIVITY
January 19, 2022	Board Meeting: First Pre-Map Public Hearing and Presentation
February 16, 2022	Board Meeting: Second Pre-Map Public Hearing
February March 2022	Preparation of Draft Trustee Area Scenarios
March 16, 2022	Board Meeting: First Public Hearing on Trustee Area Scenarios
April 20, 2022	Board Meeting: Second Public Hearing on Trustee Area Scenarios
May 2022	County Committee on School District Organization Holds a Public Hearing and Considers Approval of Change in Election Method and Trustee Area Map
November 8, 2022	First Election Held Utilizing Trustee Areas

▶ CONSIDERATIONS IN TRUSTEE AREAS



Each area shall contain nearly equal number of inhabitants



Follow man-made and natural geographic features, as much as possible



Drawn to comply with the Federal Voting Rights Act



Respect incumbency, if possible



Compact and contiguous, as much as possible



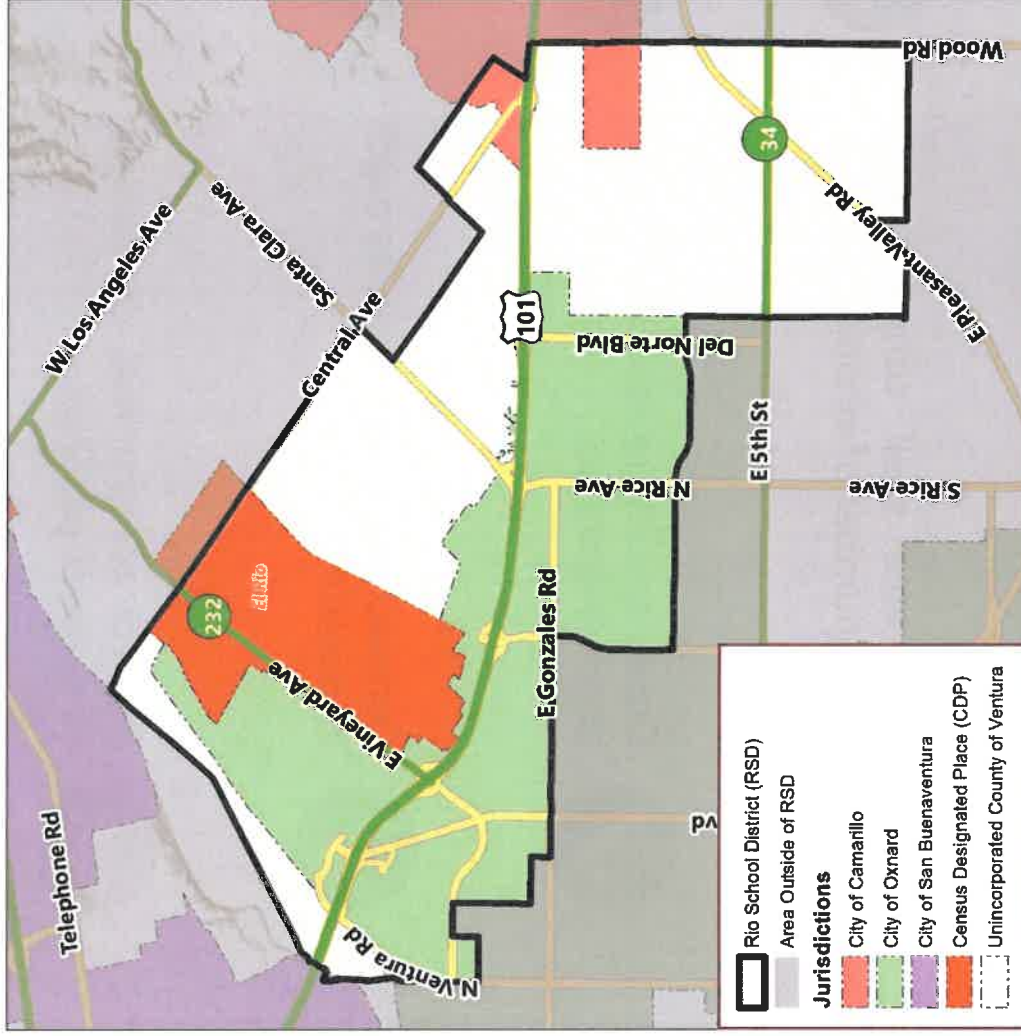
Other local considerations (i.e., school boundaries, locations of school sites)



Respect communities of interest, as much as possible

► DISTRICT DEMOGRAPHICS

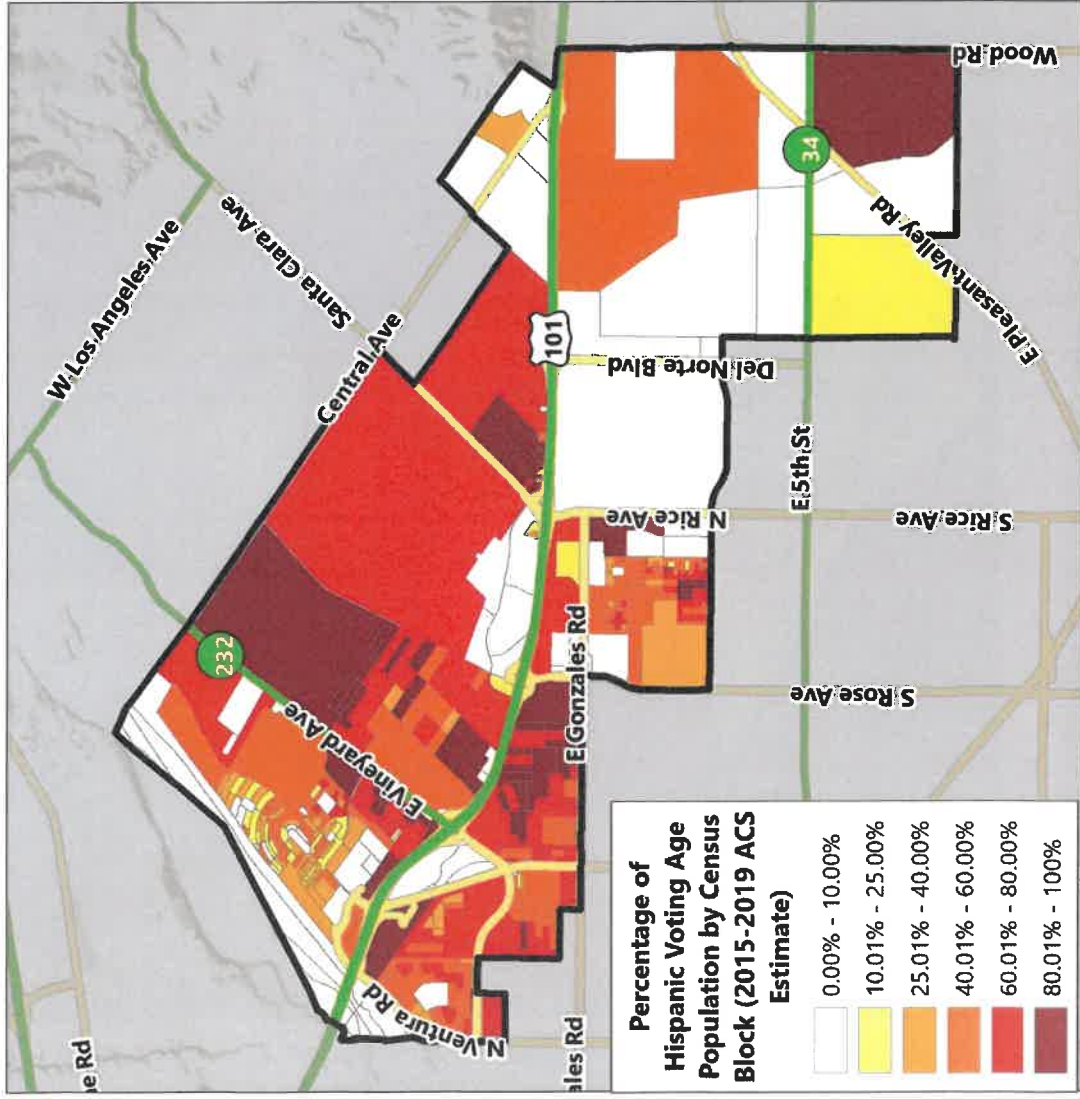
2020 CENSUS DATA



Population	Total Population		Age 18 and over	
	Total	%	Total	%
Hispanic/Latino	29,637	69.3%	21,058	65.8%
White	6,675	15.6%	5,857	18.3%
Black / African American	1,130	2.6%	903	2.8%
American Indian /Alaska Native	72	0.2%	60	0.2%
Asian	3,802	8.9%	3,142	9.8%
Native Hawaiian /Pacific Islander	120	0.3%	90	0.3%
Other	208	0.5%	139	0.4%
Two or More Races	1,099	2.6%	764	2.4%
Total	42,743	100%	32,013	100%

*Source: Statewide 2021 Redistricting Database (Census 2020)

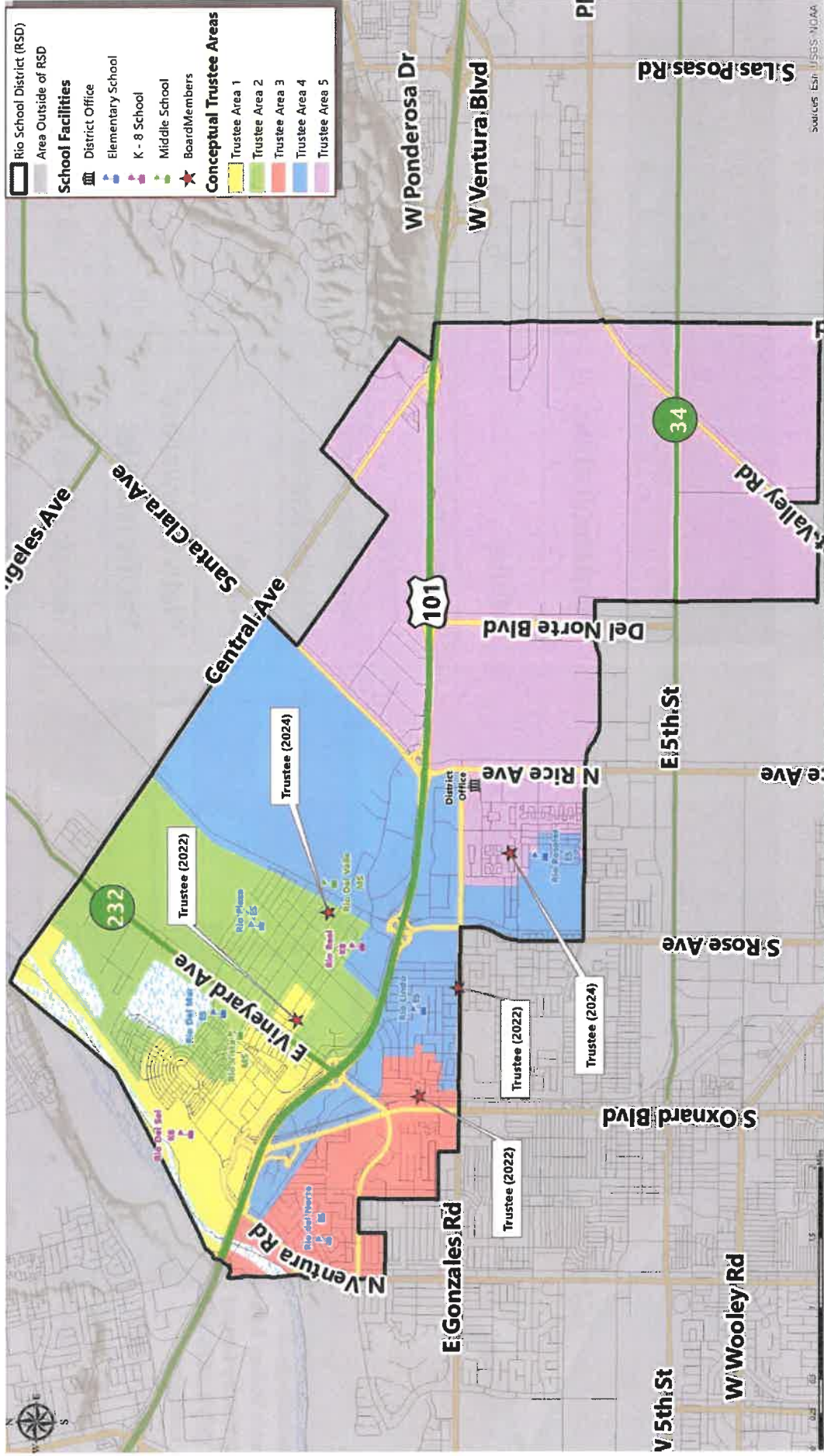
► DISTRICT DEMOGRAPHICS
CITIZEN VOTING AGE POPULATION ESTIMATES



2015-2019 CVAP	
Population	%
Hispanic/Latino	14,876
White	6,223
Black / African American	963
American Indian/Alaska Native	37
Asian	2,465
Native Hawaiian/Pacific Islander	146
Two or More Races	491
Total	25,201
	100%

*Source: American Community Survey, 2015-2019 Data

► CONCEPTUAL TRUSTEE AREAS
SCENARIO 1



► DEMOGRAPHICS

SCENARIO 1

Total Population:	42,743	Ideal Trustee Area Size:	8,549	Variance:	9.2%
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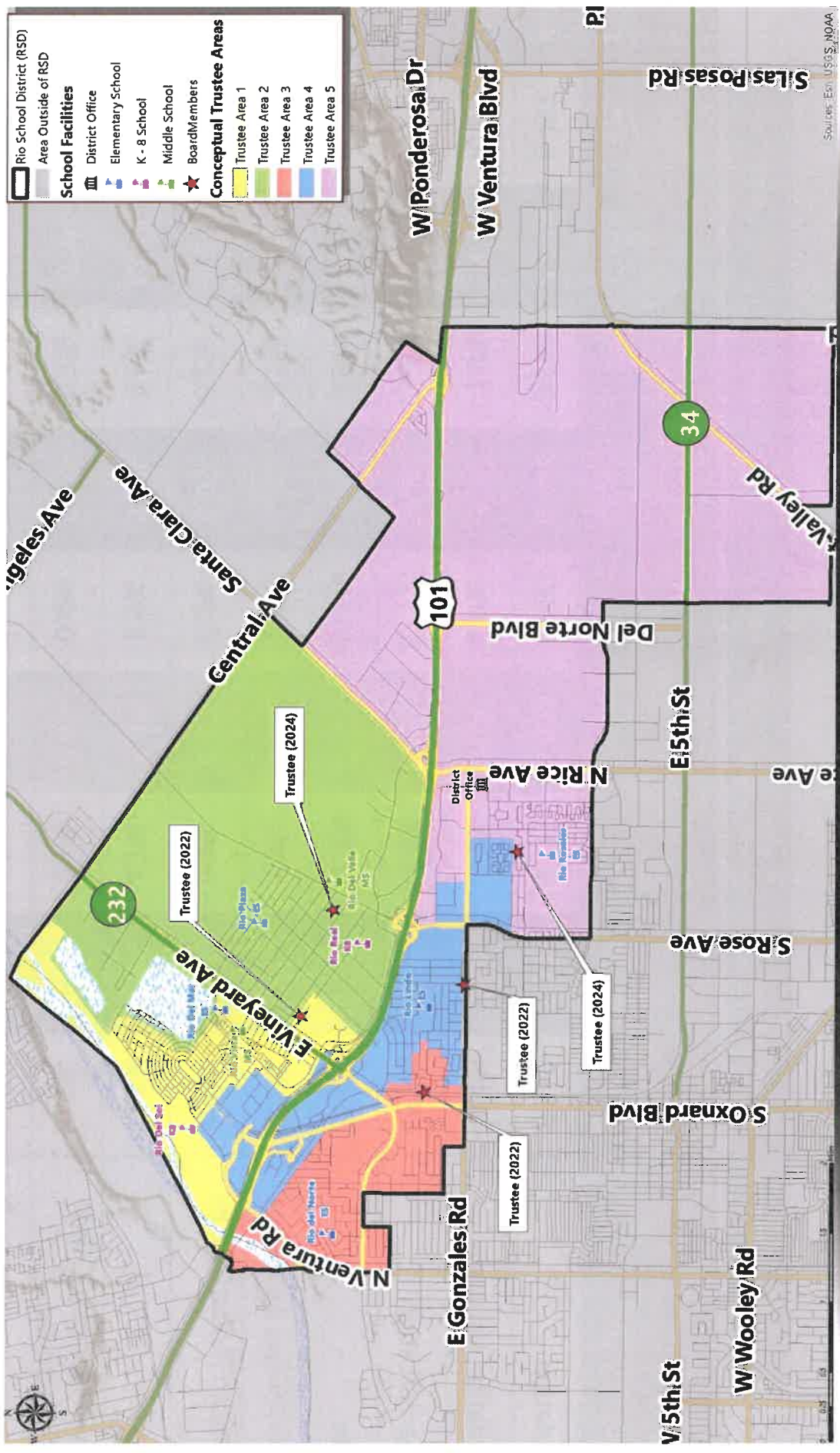
TRUSTEE AREA	Trustee Area 1		Trustee Area 2		Trustee Area 3		Trustee Area 4		Trustee Area 5	
	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP
Population	8,519	5,335	8,275	4,002	9,060	6,444	8,392	4,939	8,497	4,481
Population Variance	-0.4%	N/A	-3.2%	N/A	6.0%	N/A	-1.8%	N/A	-0.6%	N/A
Hispanic/Latino	55.5%	46.8%	78.8%	62.9%	67.7%	59.9%	75.5%	70.4%	69.7%	56.4%
White	24.5%	33.3%	12.3%	27.2%	18.0%	24.8%	9.9%	13.9%	13.0%	23.9%
Black/African American	3.7%	4.6%	1.3%	1.8%	2.8%	4.4%	2.1%	1.7%	3.3%	6.1%
American Indian/Alaska Native	0.0%	0.2%	0.3%	0.6%	0.2%	0.0%	0.2%	0.0%	0.2%	0.0%
Asian	11.1%	9.3%	4.7%	5.3%	8.0%	9.2%	9.8%	13.1%	10.7%	11.6%
Native Hawaiian/Other Pacific Islander	0.5%	1.6%	0.1%	0.4%	0.4%	0.3%	0.3%	0.3%	0.2%	0.2%
Other	0.5%	N/A	0.5%	N/A	0.5%	N/A	0.4%	N/A	0.5%	N/A
Two or More Races	4.2%	4.2%	2.1%	1.7%	2.4%	1.4%	1.8%	0.6%	2.3%	1.8%

*Total Population; Source: Redistricting Database for California, Published by Statewide Database on September 20, 2021

**Citizen Voting Age Population (CVAP); Source: American Community Survey, 2015-2019 Data

CONCEPTUAL TRUSTEE AREAS

SCENARIO 2



► DEMOGRAPHICS

SCENARIO 2

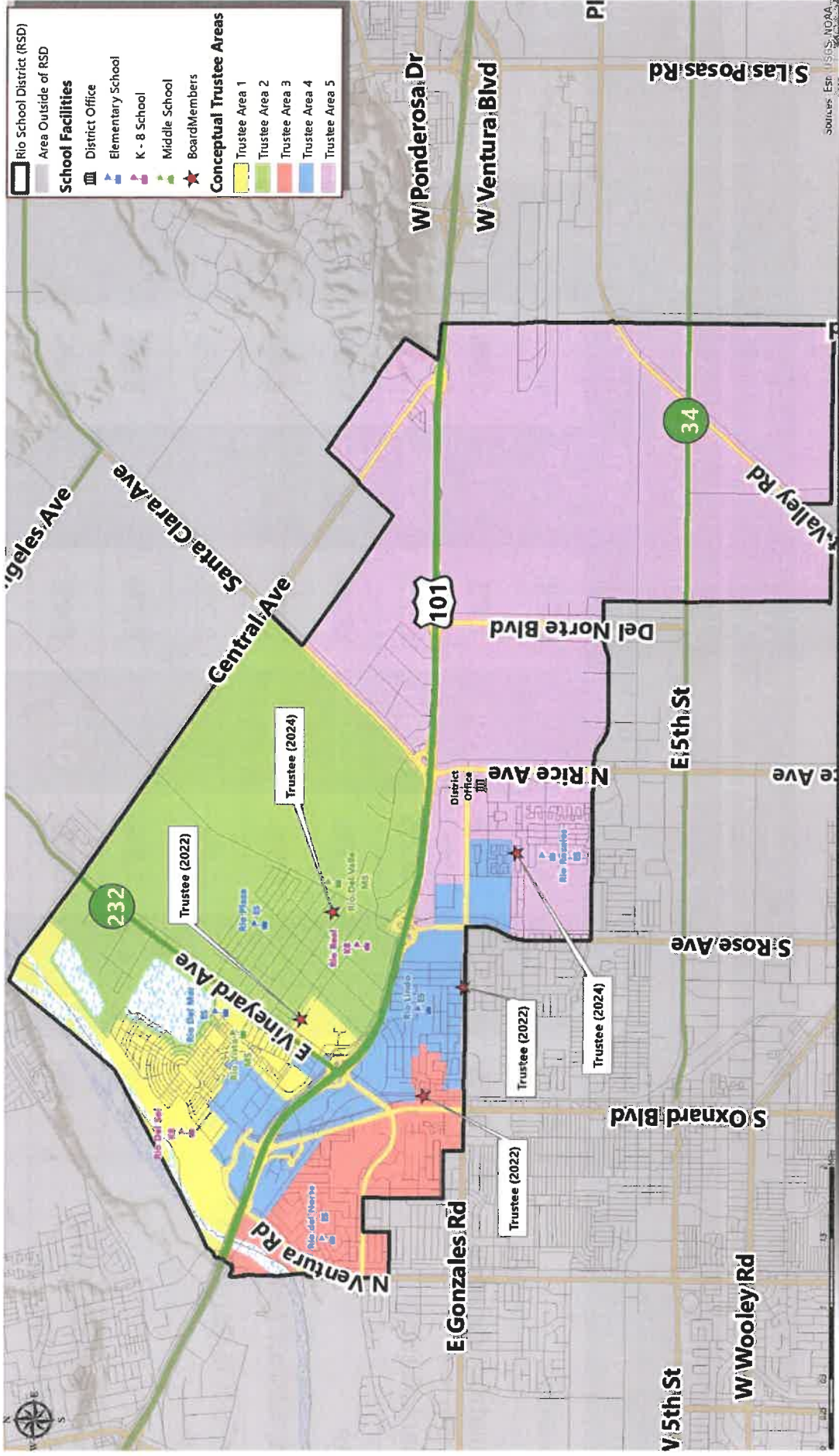
Total Population:	42,743	Ideal Trustee Area Size:	8,549	Variance:	6.6%
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TRUSTEE AREA	Trustee Area 1		Trustee Area 2		Trustee Area 3		Trustee Area 4		Trustee Area 5	
	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP
Population	8,814	5,364	8,251	3,556	8,698	6,170	8,656	5,768	8,324	4,343
Population Variance	3.1%	N/A	-3.5%	N/A	1.7%	N/A	1.3%	N/A	-2.6%	N/A
Hispanic/Latino	54.9%	47.2%	89.2%	71.3%	67.2%	58.9%	65.5%	61.9%	71.2%	60.0%
White	23.2%	31.2%	7.7%	25.0%	18.2%	25.2%	17.8%	21.7%	10.5%	19.8%
Black/African American	3.3%	4.1%	0.5%	1.0%	2.8%	4.5%	4.4%	4.6%	2.0%	3.6%
American Indian/Alaska Native	0.1%	0.5%	0.2%	0.0%	0.2%	0.0%	0.2%	0.1%	0.2%	0.0%
Asian	12.6%	10.7%	1.3%	2.1%	8.2%	9.5%	8.5%	9.9%	13.7%	15.2%
Native Hawaiian/Other Pacific Islander	0.4%	1.5%	0.1%	0.4%	0.4%	0.3%	0.4%	0.5%	0.1%	0.1%
Other	0.8%	N/A	0.1%	N/A	0.5%	N/A	0.8%	N/A	0.3%	N/A
Two or More Races	4.7%	4.7%	1.0%	0.3%	2.5%	1.5%	2.4%	1.3%	2.1%	1.4%

*Total Population; Source: Redistricting Database for California, Published by Statewide Database on September 20, 2021

**Citizen Voting Age Population (CVAP); Source: American Community Survey, 2015-2019 Data

► **CONCEPTUAL TRUSTEE AREAS**
SCENARIO 3



► DEMOGRAPHICS

SCENARIO 3

Total Population:	42,743	Ideal Trustee Area Size:	8,549	Variance:	7.2%
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TRUSTEE AREA	Trustee Area 1		Trustee Area 2		Trustee Area 3		Trustee Area 4		Trustee Area 5	
	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP
Population	8,700	5,337	8,251	3,556	8,602	6,107	8,866	5,858	8,324	4,343
Population Variance	1.8%	N/A	-3.5%	N/A	0.6%	N/A	3.7%	N/A	-2.6%	N/A
Hispanic/Latino	54.6%	46.9%	89.2%	71.3%	67.2%	58.8%	65.6%	62.2%	71.2%	60.0%
White	24.2%	32.4%	7.7%	25.0%	18.2%	25.3%	16.9%	20.5%	10.5%	19.8%
Black/African American	3.4%	4.2%	0.5%	1.0%	2.9%	4.6%	4.3%	4.5%	2.0%	3.6%
American Indian/Alaska Native	0.0%	0.3%	0.2%	0.0%	0.2%	0.0%	0.2%	0.3%	0.2%	0.0%
Asian	12.0%	10.2%	1.3%	2.1%	8.2%	9.5%	9.2%	10.4%	13.7%	15.2%
Native Hawaiian/Other Pacific Islander	0.5%	1.7%	0.1%	0.4%	0.4%	0.3%	0.4%	0.4%	0.1%	0.1%
Other	0.8%	N/A	0.1%	N/A	0.5%	N/A	0.8%	N/A	0.3%	N/A
Two or More Races	4.5%	4.3%	1.0%	0.3%	2.5%	1.5%	2.7%	1.7%	2.1%	1.4%

*Total Population; Source: Redistricting Database for California, Published by Statewide Database on September 20, 2021

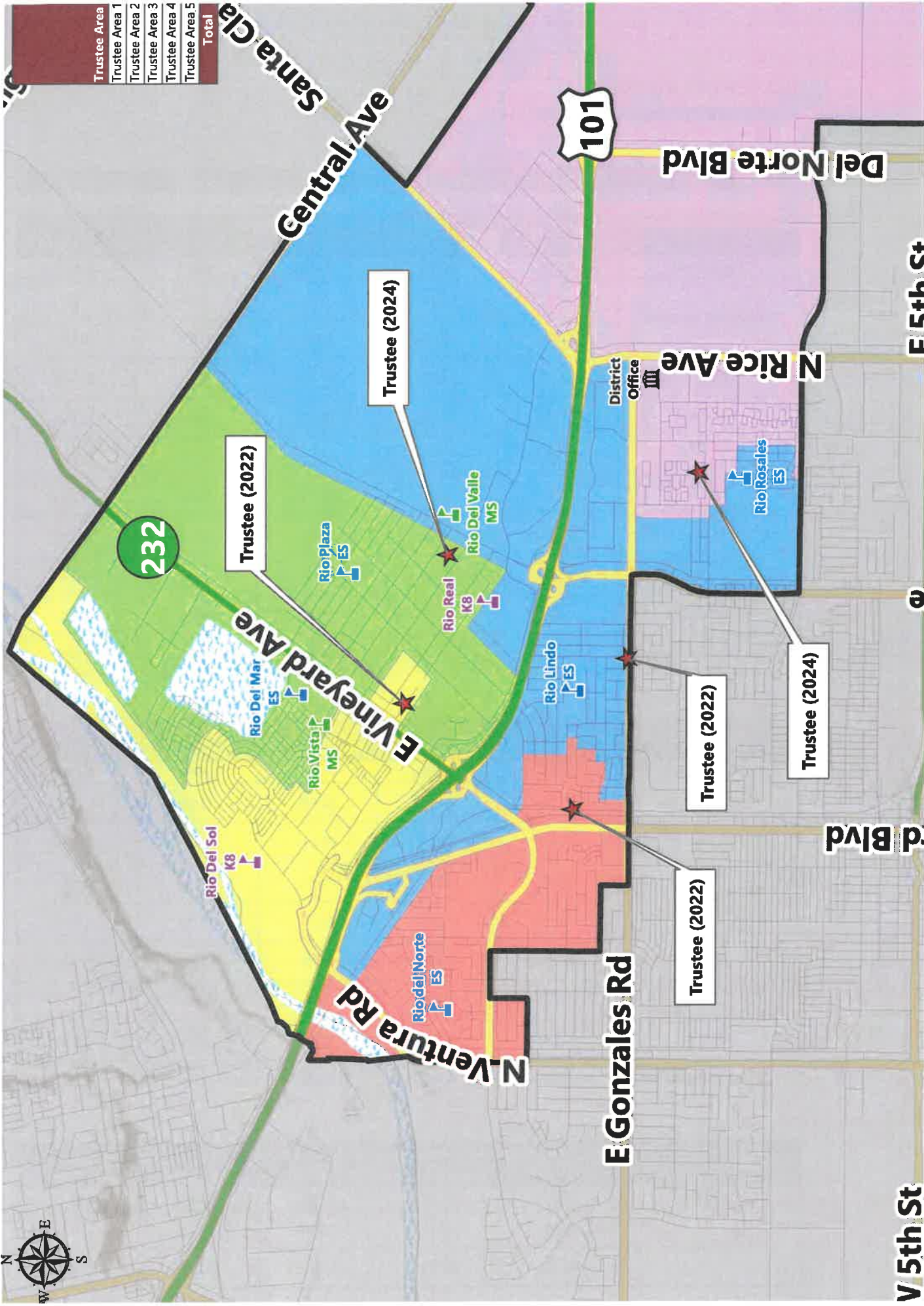
**Citizen Voting Age Population (CVAP); Source: American Community Survey, 2015-2019 Data



QUESTIONS

RIO SCHOOL DISTRICT

CC



V 5th St

d Blvd

Trustee (2024)

Trustee (2022)

Trustee (2022)

E Gonzales Rd

N Ventura Rd

E Vineyard Ave

Trustee (2022)

Trustee (2024)

N Rice Ave

101

Central Ave

Santa Clara Ave

E 5th St

RIO SCHOOL DISTRICT

CONCEPTUAL TRUSTEE AREAS - SCENARIO 1

Total Population:	42,743	Ideal Population:	8,549	Variance:	9.2%
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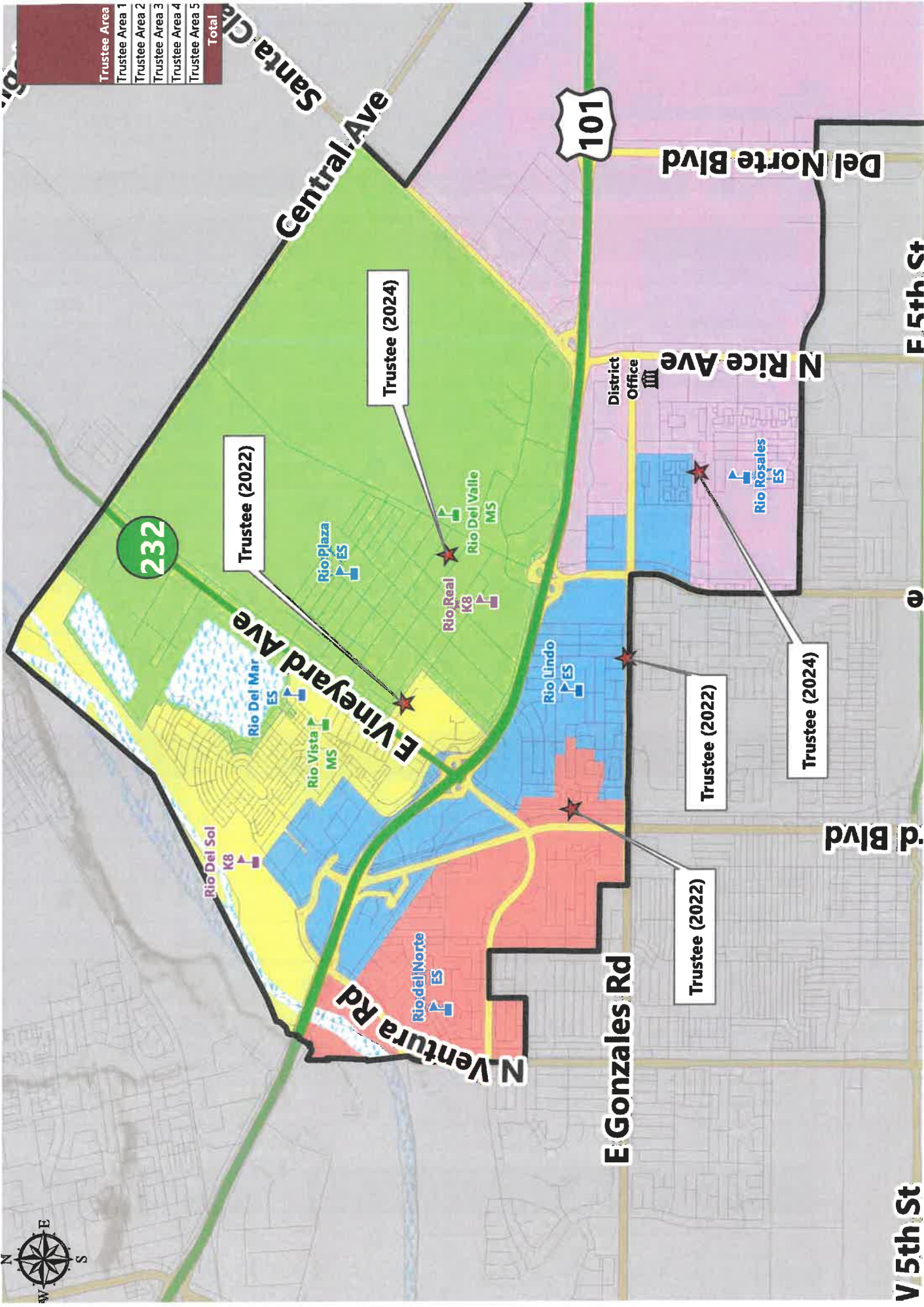
Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	8,519	8,275	9,060	8,392	8,497
Population Variance	-30	-274	511	-157	-52
	-0.4%	-3.2%	6.0%	-1.8%	-0.6%
Hispanic/Latino	55.5%	78.8%	67.7%	75.5%	69.7%
White	24.5%	12.3%	18.0%	9.9%	13.0%
Black/ African American	3.7%	1.3%	2.8%	2.1%	3.3%
American Indian/ Alaska Native	0.0%	0.3%	0.2%	0.2%	0.2%
Asian	11.1%	4.7%	8.0%	9.8%	10.7%
Native Hawaiian/ Other Pacific Islander	0.5%	0.1%	0.4%	0.3%	0.2%
Other	0.5%	0.5%	0.5%	0.4%	0.5%
Two or More Races	4.2%	2.1%	2.4%	1.8%	2.3%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,444	6,009	7,018	6,364	6,178
Hispanic/Latino	50.9%	76.9%	64.5%	72.0%	65.5%
White	28.4%	14.1%	20.8%	11.8%	15.6%
Black/ African American	3.9%	1.2%	3.0%	2.2%	3.8%
American Indian/ Alaska Native	0.0%	0.2%	0.2%	0.2%	0.2%
Asian	12.2%	5.4%	8.4%	11.3%	11.7%
Native Hawaiian/ Other Pacific Islander	0.5%	0.1%	0.3%	0.2%	0.2%
Other	0.5%	0.3%	0.3%	0.5%	0.6%
Two or More Races	3.6%	1.7%	2.3%	1.7%	2.5%

Citizens by Voting Age Population Estimate (2015-2019)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	5,335	4,002	6,444	4,939	4,481
Hispanic/Latino	2,495	2,519	3,859	3,475	2,528
	46.8%	62.9%	59.9%	70.4%	56.4%
White	33.3%	27.2%	24.8%	13.9%	23.9%
Black/					

RIO SCHOOL DISTRICT

CC



Trustee Area
Trustee Area 1
Trustee Area 2
Trustee Area 3
Trustee Area 4
Trustee Area 5
Total



RIO SCHOOL DISTRICT

CONCEPTUAL TRUSTEE AREAS - SCENARIO 2

Total Population:	42,743	Ideal Population:	8,549	Variance:	6.6%
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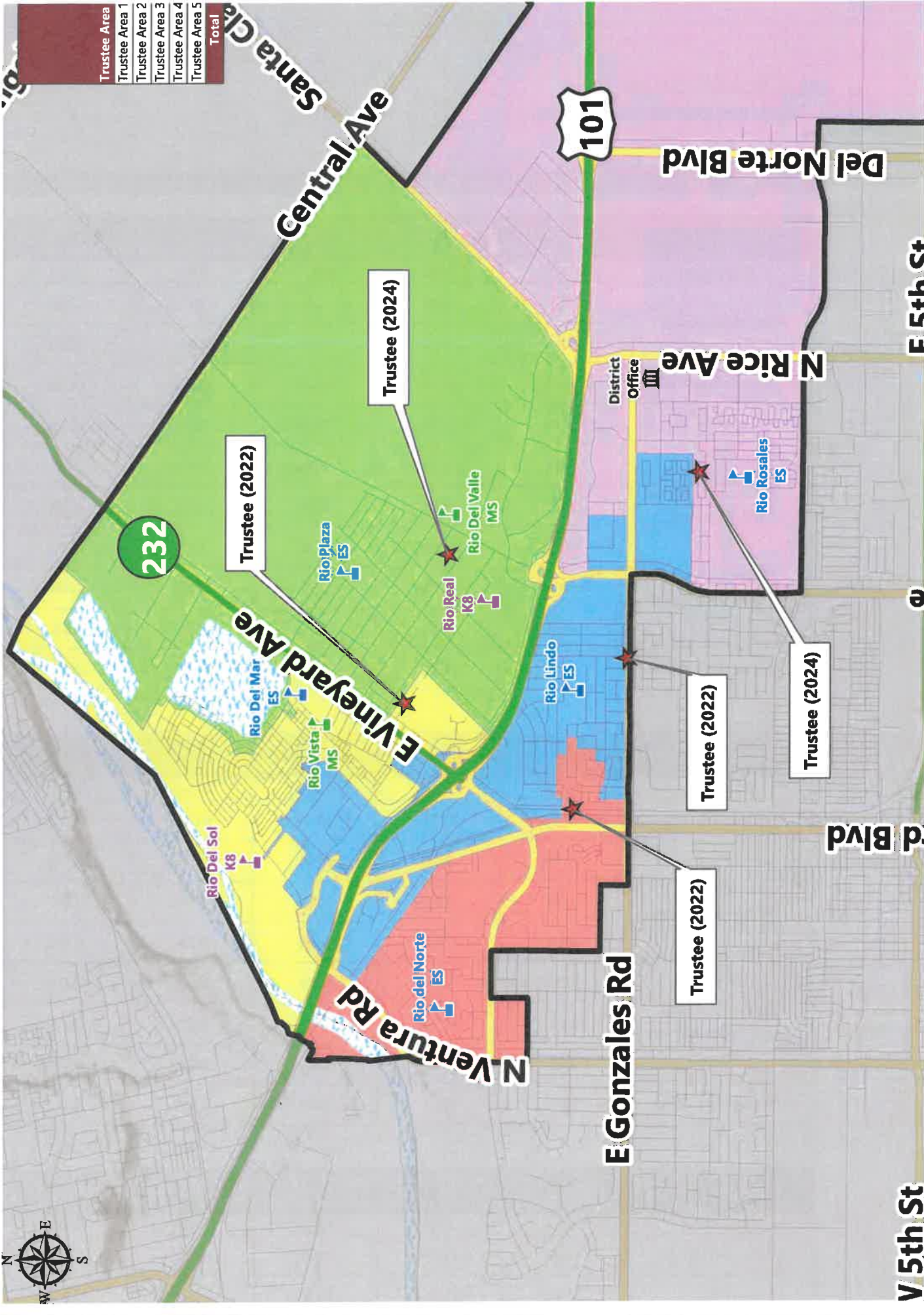
Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	8,814	8,251	8,698	8,656	8,324
Population Variance	265	-298	149	107	-225
	3.1%	-3.5%	1.7%	1.3%	-2.6%
Hispanic/Latino	54.9%	89.2%	67.2%	65.5%	71.2%
White	23.2%	7.7%	18.2%	17.8%	10.5%
Black/ African American	3.3%	0.5%	2.8%	4.4%	2.0%
American Indian/ Alaska Native	0.1%	0.2%	0.2%	0.2%	0.2%
Asian	12.6%	1.3%	8.2%	8.5%	13.7%
Native Hawaiian/ Other Pacific Islander	0.4%	0.1%	0.4%	0.4%	0.1%
Other	0.8%	0.1%	0.5%	0.8%	0.3%
Two or More Races	4.7%	1.0%	2.5%	2.4%	2.1%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,511	5,884	6,747	6,735	6,136
Hispanic/Latino	50.8%	87.8%	64.0%	61.2%	67.5%
White	26.5%	9.2%	20.9%	20.8%	12.7%
Black/ African American	3.5%	0.3%	3.0%	4.7%	2.2%
American Indian/ Alaska Native	0.1%	0.2%	0.3%	0.2%	0.2%
Asian	13.8%	1.5%	8.7%	9.5%	15.0%
Native Hawaiian/ Other Pacific Islander	0.5%	0.1%	0.4%	0.4%	0.1%
Other	0.6%	0.0%	0.4%	0.9%	0.3%
Two or More Races	4.1%	0.9%	2.4%	2.3%	2.0%

Citizens by Voting Age Population Estimate (2015-2019)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	5,364	3,556	6,170	5,768	4,343
Hispanic/Latino	47.2%	71.3%	58.9%	61.9%	60.0%
White	31.2%	25.0%	25.2%	21.7%	19.8%
Black/ African American	4.1%	1.0%	4.5%	4.6%	3.6%

RIO SCHOOL DISTRICT

CC



Trustee Area
Trustee Area 1
Trustee Area 2
Trustee Area 3
Trustee Area 4
Trustee Area 5
Total

232

Trustee (2022)

Trustee (2024)

Trustee (2022)

Trustee (2024)

Trustee (2022)

V 5th St

F 5th St

D

d Blvd

101

RIO SCHOOL DISTRICT

CONCEPTUAL TRUSTEE AREAS - SCENARIO 3

Total Population:	42,743	Ideal Population:	8,549	Variance:	7.2%
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Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	8,700	8,251	8,602	8,866	8,324
Population Variance	151	-298	53	317	-225
	1.8%	-3.5%	0.6%	3.7%	-2.6%
Hispanic/Latino	54.6%	89.2%	67.2%	65.6%	71.2%
White	24.2%	7.7%	18.2%	16.9%	10.5%
Black/ African American	3.4%	0.5%	2.9%	4.3%	2.0%
American Indian/ Alaska Native	0.0%	0.2%	0.2%	0.2%	0.2%
Asian	12.0%	1.3%	8.2%	9.2%	13.7%
Native Hawaiian/ Other Pacific Islander	0.5%	0.1%	0.4%	0.4%	0.1%
Other	0.8%	0.1%	0.5%	0.8%	0.3%
Two or More Races	4.5%	1.0%	2.5%	2.7%	2.1%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,466	5,884	6,683	6,844	6,136
Hispanic/Latino	50.6%	87.8%	63.9%	61.4%	67.5%
White	27.6%	9.2%	20.9%	19.7%	12.7%
Black/ African American	3.6%	0.3%	3.1%	4.5%	2.2%
American Indian/ Alaska Native	0.1%	0.2%	0.3%	0.2%	0.2%
Asian	13.1%	1.5%	8.8%	10.2%	15.0%
Native Hawaiian/ Other Pacific Islander	0.5%	0.1%	0.4%	0.4%	0.1%
Other	0.6%	0.0%	0.3%	0.9%	0.3%
Two or More Races	3.8%	0.9%	2.4%	2.6%	2.0%

Citizens by Voting Age Population Estimate (2015-2019)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	5,337	3,556	6,107	5,858	4,343
Hispanic/Latino	46.9%	71.3%	58.8%	62.2%	60.0%
White	32.4%	25.0%	25.3%	20.5%	19.8%
Black/ African American	4.2%	1.0%	4.6%	4.5%	3.6%

10.2



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Approval of Resolution 2021/2022-18 of the Governing Board of the Rio School Board District Authorizing Request for Waiver of the Requirement that the Establishment of Trustee Areas and Adoption of a "By-Trustee Area" Election Process be Submitted to the Elections as Set Forth in Education Code Section 5019,5021 and 5030.
Access	Public
Type	Action
Recommended Action	Staff recommends approval of Resolution 2021/2022-18 of the Governing Board of the Rio School Board District Authorizing Request for Waiver of the Requirement that the Establishment of Trustee Areas and Adoption of a "By-Trustee Area" Election Process be Submitted to the Elections as Set Forth in Education Code Section 5019,5021 and 5030.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Earlier in the agenda for this meeting, the Board is expected to adopt a resolution establishing trustee areas and switching to a by-trustee area method of electing Board members starting in November, 2022.

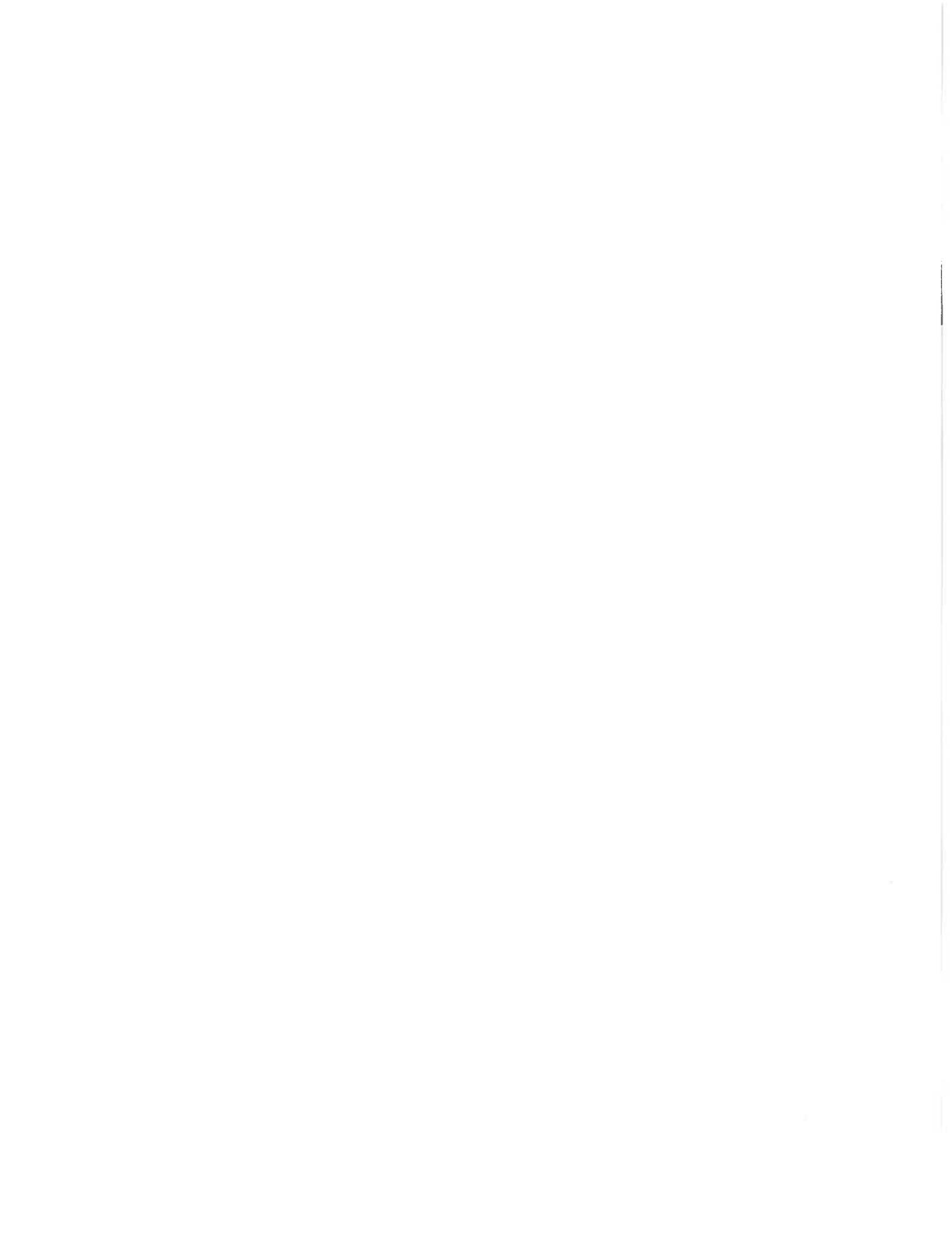
This resolution authorizes District administration, under the authority of Education Code sections 33050, *et seq.*, to seek a waiver of certain portions of Education Code sections 5019, 5020, 5021 and 5030 on behalf of the District from the State Board of Education. The waiver would allow the District to forego the requirement that the transition from an at-large system of election to a by-trustee area of election be approved by voters of the District.

The State Board of Education has granted hundreds of these waiver request submitted by Districts committed to ensuring compliance with the California Voting Rights Act and avoiding costly litigation.

Res212218SBEWaiver.pdf (52 KB)

Administrative Content

Executive Content



RIO SCHOOL DISTRICT
RESOLUTION NO. 2021/2022-18 OF THE GOVERNING BOARD OF THE
RIO SCHOOL DISTRICT AUTHORIZING REQUEST FOR WAIVER OF THE
REQUIREMENT THAT THE ESTABLISHMENT OF TRUSTEE AREAS AND
ADOPTION OF A “BY-TRUSTEE AREA” ELECTION PROCESS BE
SUBMITTED TO THE ELECTORS AS SET FORTH IN EDUCATION CODE
SECTIONS 5019, 5020, 5021 AND 5030

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

WHEREAS, at-large electoral systems such as the District’s are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025–14032 of the California Elections Code (“CVRA”); and

WHEREAS, “by-trustee area” electoral systems are not vulnerable to challenge under the CVRA; and

WHEREAS, in a by-trustee area system of election, candidates for the District’s governing board (the “Board”) must reside within a specific geographic subarea of the District called a “trustee area” and candidates are elected only by the voters of that trustee area; and

WHEREAS, one method of transitioning from an at-large electoral system to a by-trustee area electoral system is for the school district board of trustees to petition the local county committee on school district organization by resolution to initiate the transition under California Education Code section 5019(c)(1); and

WHEREAS, the Ventura County Committee on School District Organization (“Committee”) has indicated it will initiate this process on behalf of the District at the District’s request; and

WHEREAS, under the provisions of Education Code section 5020 and related sections, the establishment of trustee areas and adoption of a by-trustee area election process must be put to a vote by the electors of the District; and

WHEREAS, several Districts in California have been sued or threatened with a lawsuit for alleged violations of the CVRA by a group that has filed several such lawsuits over the past few years as a result of such Districts’ at-large election systems; and

WHEREAS, to avoid the cost, expense and uncertainty inherent in such litigation, the District has proceeded expeditiously to change its current at-large election system; and

WHEREAS, in order to complete the transition in a timely manner and to guarantee that the new by-trustee area process will be in place, the District must obtain a waiver of the election process of Education Code sections 5019, 5020, 5021 and 5030 from the State Board of Education; and

WHEREAS, Education Code section 33050 *et seq.* allows the governing board of a school district to request the State Board of Education to waive all or part of any section of the Education Code or any regulation adopted by the State Board of Education that implements a provision of the Education Code, subject to certain exceptions; and

WHEREAS, Education Code section 5020 and related sections are not listed as exceptions in Education Code section 33050 *et seq.* and can thus be waived; and

WHEREAS, to obtain a waiver, the District must comply with Education Code and California Department of Education and State Board of Education regulations; and

WHEREAS, the District must consult with all collective bargaining units; and

WHEREAS, the District must consult with any advisory and other committees or councils with an interest in the waiver; and

WHEREAS, the District must conduct a properly noticed public hearing, at which time the public may testify on the merits of obtaining a waiver from the State Board of Education; and

WHEREAS, the District must submit a complete General Waiver Request form to the California Department of Education; and

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

1. That the above recitals are true and correct.
2. That the Board hereby declares the Board's intention to seek a waiver of Education Code section 5020 and portions of related sections pertaining to the requirement that the establishment of trustee areas and adoption of a by-trustee area election process must be put to a vote by the electors of the District.
3. That the District has consulted its collective bargaining units, made every effort to include them as a participant in the waiver process and shall note the collective bargaining units' position regarding the waiver in the District's General Waiver Request.

4. That the District has consulted all committees and councils with an interest in the waiver, and, where required, shall note the position of such groups regarding the waiver in the District's General Waiver Request.

5. That the District distributed a notice specifically inviting public testimony regarding the waiver, and said notice was posted at every district school site, at the District office, and at two other public locations in the District, and included the date, time, location and subject of the hearing.

6. That on April 20, 2022 the District conducted a properly noticed public hearing held during a board meeting at which time the public was able to testify on the waiver proposal.

7. That the District's Superintendent and/or his designee, is authorized and directed to submit a General Waiver Request to the California Department of Education, seeking a waiver of the requirement that the establishment of trustee areas and adoption of a by-trustee area election process must be put to a vote by the electors of the District under Education Code section 5020 and related sections in order to insure the timely adoption of the District's trustee areas and the District's transition from its current at-large electoral process to a by-trustee area electoral process.

ADOPTED, SIGNED AND APPROVED this 20th day of April, 2022.

President of the Governing Board for the
Rio School District

I, _____, Clerk of the Governing Board of the Rio School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 20th day of April, 2022, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Governing Board of the
Rio School District

10.3



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 Approval of Survey Consulting Agreement from Isom Advisors, a Division of Urban Futures, Inc.
Access	Public
Type	Action
Recommended Action	Staff recommends the Approval of Isom Advisors survey consulting agreement.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

A part of any successful school improvement bond program has been to seek opinions of local registered voters. Similar to earlier bond successes, the District engaged Isom Advisors to conduct a survey of registered voters to test a number of attitudes and perceptions. Specifically, this survey would test attitudes toward the District, attitudes toward proposed projects, and attitudes toward the idea of a school improvement measure that would not increase taxes but rather extend the 1997 bond program. Ultimately, the District will know statistically if there is support to place a school improvement measure on the November 2022 ballot.

Survey Proposal - 04112022 Rio ESD (2).pdf (57 KB)

Administrative Content

Executive Content

Consulting Services Agreement

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated as of the latest date set forth on the signature page hereto (the "Effective Date") and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation ("Advisor"), and the Rio Elementary School District ("District").

Advisor agrees to:

1. Prepare a telephone-based survey of the voters of the District, the purpose of which is to collect information on the feasibility of a voter approved tax measure in the District.
2. Survey an audience that consists of a random sample of registered voters that represents a subset of the various demographics in the community (i.e. age, political party, ethnicity, parent/non-parent, gender, and geographic location)
3. Test specific project support and tax tolerances and overall support for a local school district tax measure.
4. Prepare a summary survey presentation to be presented to the District and Board at a public board meeting.

District agrees to:

1. Fully cooperate and assist Advisor in providing appropriate background data unique to the District including project lists for the development of the survey on behalf of District.

Consideration:

1. In consideration for the above services, District agrees to pay Advisor pursuant to the following:
 - a. The fee for the survey will be not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) and is to be paid upon presentation of results to the District.
 - b. This agreement shall terminate with 30 days written notice from either party sent via certified mail.

Arbitration:

In the event of a dispute between the parties regarding the terms or performance of this Agreement, the parties agree to decide this dispute under the rules of the American Arbitration Association.

Complete Agreement:

The parties agree that this Agreement is the complete agreement between the parties superseding all prior written or oral agreements between the parties. The parties further agree that this Agreement can be altered or modified only through a writing signed and dated by both parties.

Rio Elementary School District

Isom Advisors, a Division of
Urban Futures Inc.

John Puglisi, Superintendent

Jon Isom, Managing Principal

10.4



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 Approval of Resolution 2021/2022-16 to Rename the Rio Vista Middle School Gymnasium in Honor of former Superintendent John McGarry
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,726.59
Budgeted	No
Budget Source	Facilities Fund
Recommended Action	Staff recommends the approval of Resolution 21/22-16 to rename the Rio Vista Middle School Gymnasium in honor of former Superintendent John McGarry.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Board Policy 7310 provides that the Board of Trustees (the "Board") may name schools or individual buildings in recognition of (1) individuals, living or deceased, who have made outstanding contributions to the county or community; (2) individuals, living or deceased, who have made outstanding contributions of state, national, or worldwide significant; (3) the geographic area in which the school or building is located. Furthermore, the Board may consider naming buildings, parts of buildings, or athletic fields in honor of the contributions of students, staff, and community members who have been deceased for at least one year. Board Policy 7310 encourages community participation in the process of selecting names for facilities. At a regularly held meeting on August 18, 2021, the Board approved the formation of a citizen's advisory committee to evaluate the potential renaming of a District facility in memoriam of former District Superintendent John McGarry, who passed away on April 19, 2021. (See August 18, 2021 Board Meeting Agenda, Item 9.10.) Subsequently, the District formed a committee comprised of various individuals, including one District administrator, one board member, one school site administrator, two RTA representatives, one CSEA representative, and several community members. On October 18, 2021, the committee met. After discussion, the committee unanimously voted in favor of the recommending that the Board rename the Rio Vista Middle School Gymnasium in memoriam of Mr. McGarry. This agenda item seeks the Board's approval of the renaming in accordance with Board Policy 7310. If approved, then the renaming would take effect as of April 19, 2022.

Fiscal Analysis:

Costs consist of new sign and plaque for the gymnasium.

Resolution 21-22-16 RIo Vista Gym - John McGarry.pdf (109 KB)

Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT

RESOLUTION NO. 21/22-16

APPROVAL OF RENAMING THE RIO VISTA MIDDLE SCHOOL
GYMNASIUM
IN HONOR OF FORMER SUPERINTENDENT JOHN MCGARRY

WHEREAS, Rio School District ("District") Board Policy 7310 provides that the Board of Trustees (the "Board") may name schools, individual buildings, grounds, or facilities in recognition of (a) individuals, living or deceased, who have made outstanding contributions to the county or community; (b) individuals, living or deceased, who have made outstanding contributions of state, national, or worldwide significance; (c) the geographic area in which the school or building is located; and

WHEREAS, in accordance with Board Policy 7310, the Board may furthermore consider naming buildings, parts of buildings, or athletic fields in honor of the contributions of students, staff, and community members who have been deceased for at least one year; and

WHEREAS, Board Policy 7310 encourages community participation in the process of selecting names for facilities through the formation of a citizen's advisory committee; and

WHEREAS, at a regularly held meeting on June 30, 2021, pursuant to Board meeting agenda Item 9.15, the Board considered the formation of a citizen's advisory committee to evaluate the potential renaming of a District facility in memoriam of former District Superintendent John McGarry, who passed away at the age of 90 on April 19, 2021; and

WHEREAS, at a regularly held meeting on August 18, 2021, in connection with Board meeting agenda Item 9.10, the Board unanimously approved the formation of a citizen's advisory committee to evaluate the potential renaming of a District facility in memoriam of former District Superintendent John McGarry; and

WHEREAS, thereafter, the District formed a citizens advisory committee comprised of various individuals, including one District administrator, one board member, one school site administrator, two RTA representatives, one CSEA representative, and several community members (the "Committee"), which committee represents a reasonably broad cross-section of the District's community; and

WHEREAS, on October 18, 2021, the Committee convened, and, after extensive discussion, unanimously voted in favor of recommending that the Board rename the Rio Vista Gymnasium in memoriam of Mr. John McGarry, as set forth in the Committee meeting minutes, which are attached to this Resolution as Exhibit A and incorporated into this Resolution by reference; and

WHEREAS, the Committee's recommendation to rename the Rio Vista Middle School Gymnasium in honor of Mr. John McGarry was based upon the Committee's conclusion that Mr. McGarry made outstanding contributions to the community as evidenced, in part, by the following examples of his extensive public service:

- (a) Serving our country as an enlisted member of the United States Air Force;
- (b) Teaching Science and Social Studies to junior high school students in Rio School District from approximately 1959-1964;
- (c) Teaching Math to junior high school students in Oxnard School District from approximately 1964-1967;
- (d) Leading the Rio Lindo Elementary School as principal from 1967-1968;
- (e) Leading Rio Del Valle Jr. High School as principal from 1968-1981;
- (f) Overseeing the Rio School District as Superintendent from 1981-1990;
- (g) Serving as an elected board member of Ventura County Office of Education for five years;
- (h) Being an active member of the local ACSA Chapter and Regional Area Committees for numerous years;
- (i) Being an active member of the ACSA State Jr. High School Committee for numerous years;
- (j) Being a charter board member of Gull Wings Children Museum in Oxnard;
and
- (k) Coaching and umpiring little league baseball teams for several years.

WHEREAS, Mr. McGarry's service to the Rio School District spans more than 31 years;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby approves the renaming of the Rio Vista Middle School Gymnasium in memoriam of former Superintendent John McGarry, with such renaming to be effective as of April 19, 2022.

3. The Board delegates authority to the Superintendent, or the Superintendent's designee(s), to take such action as may be required or reasonably advisable to effectuate the purpose of this Resolution, including obtaining new signage for the gymnasium; organizing and hosting a dedication ceremony in honor of the renaming; updating the school website with information about the memoriam; and similar matters. The Board approves any related expenditures for these actions.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 20th day of April, 2022 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kristine Anderson, Board President

Edith Martinez-Cortez, Board Clerk

EXHIBIT "A"
COMMITTEE MEETING MINUTES



EDUCATING LEARNERS FOR THE 21 ST CENTURY

Board of Trustees

Cassandra Bautista, President

Eleanor Torres

Linda Armas

Kristine Anderson

Edith Martinez Cortes

John D. Puglisi, Ph.D., Superintendent

MINUTES OF THE RIO SCHOOL DISTRICT ADVISORY COMMITTEE NAMING OF RIO VISTA GYMNASIUM

October 18, 2021

5:00 p.m.

Committee Members:

Louise Argend, RTA -ATTENDED

Lateefa Avalos, Parent/Community

Sue Baugh, Community – ATTENDED

Robert & Elaine Chatman, Parent Community

Ethan Gray, Site Administrator -ATTENDED

April Martinez, Student Rep., Vista

Amira Melbourne, Student Rep., Vista

Maria Perez, CSEA ATTENDED

Dan Pinedo, Community ATTENDED

Jose Resendez, Parent/Community

Wael Saleh, Assistant Superintendent -ATTENDED

Eleanor Torres, Board Member -ATTENDED

The meeting began at 5:05 p.m.

The purpose of the Committee was discussed, led by Wael Saleh. The purpose is to rename the Rio Vista Gym to John V. McGarry Gymnasium. Mr. McGarry's name was supported by Eleanor Torres, Dan Pinedo, and Sue Baugh.

The next item on the agenda was to appoint a Chairperson and Vice Chair. Louise Argend was voted in as the Chair and Eleanor Torres as Vice Chair.

The current Board Policy for Naming a Facility, BP 7310, was discussed. An updated policy was presented as a possible agenda item for the Board to approve in the future. The current Board Policy states that the person has to be deceased for one year. The updated policy does not address how long a person would need to be deceased for, however, the Committee decided not to go with the new Board Policy because it would appear that to change policy now would only be to meet our needs. Mr. McGarry passed away on April 19, 2021. The Committee voted to hold off until January/February of 2022 to bring it to the Board of Education and have a dedication on the date of his passing.

Wael inquired about what process the Committee wanted to take and mentioned a Survey of the Vista Community only. The survey would only ask if they would support John McGarry's name as the new name of the Vista gym. Eleanor Torres opposed the survey, as well as Chair Argend, Ms. Perez, and Mr. Gray, (a quorum). A vote was taken whether or not to move forward with the Committee recommendation of Mr. John McGarry to the Board of Education two months prior to April. It was a unanimous "yes". Chair Louise Argend will present this to the Board.

Dan Pinedo and Sue Baugh will look in the archives for information about Mr. McGarry's career, family, and pictures to include in a pamphlet about the man to be passed out at the dedication. The IT Department will post the pamphlet and further information on our website.

The meeting was adjourned at 6:09 p.m.

10.5



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.5 Approval of Declaration of Need for Fully Qualified Educators
Access	Public
Type	Action
Preferred Date	Apr 20, 2022
Absolute Date	Apr 20, 2022
Fiscal Impact	No
Recommended Action	Staff recommends approval of Declaration of Need for Fully Qualified Educators for the 2022-2023 school year.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

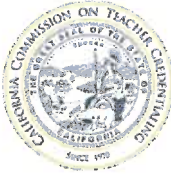
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Each year, school districts must have a board adopted Declaration of Need for Fully Qualified Educators on file with the Commission on Teacher Credentialing. This document must be approved at a regularly scheduled public meeting and include the instructional needs of the district of the entire 2022-2023 school year, including summer school.

[cl500 Declaration of need fully qualified educators.pdf \(341 KB\)](#)

Administrative Content

Executive Content



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov

Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Rio School District District CDS Code: 72561

Name of County: Ventura County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 04 / 20 / 2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

John Puglisi Ph.D. Superintendent

Name

Signature

Title

(805) 485-3111

04/20/2022

Fax Number

Telephone Number

Date

1800 Solar Dr. #300 Oxnard, Ca, 93030

Mailing Address

jpuglisi@rioschools.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	12 _____
Bilingual Authorization (applicant already holds teaching credential)	12 _____
List target language(s) for bilingual authorization:	
Spanish _____	
Resource Specialist	9 _____
Teacher Librarian Services	1 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program?

Yes No

If yes, how many interns do you expect to have this year? 12

If yes, list each college or university with which you participate in an internship program.

CalState Teach, Azusa Pacific, CSUN, CLU, CSUCI, WGU, National University, University of Phoenix,

Alliant Internation University, CSUDH, Grand Canyon, La Verne, USC

If no, explain why you do not participate in an internship program.

10.6



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.6 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Vocational Education 30 Day Substitute Teaching Permits
Access	Public
Type	Action
Preferred Date	Apr 20, 2022
Fiscal Impact	No
Recommended Action	Staff recommends approval of the of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Vocational Education 30 Day Substitute Teaching Permits for the 22-23 school year.
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 statement of need must be filed at the school district office each school year when employing holders of Emergency 30 Day Substitute Permits. The employing agency will complete a single statement of need form and retain the form at the district office. This statement of need form does not require listing specific employees or their positions. The form must be signed by the Superintendent of the employing school district.

cl505a 30 day annual need 22-23.pdf (393 KB)

Administrative Content

Executive Content



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026

This form must be signed by either:

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

The situation or circumstances that necessitate the use of an emergency permit holder are as follows:
(Attach additional sheets, if necessary.)

I hereby certify that all of the information contained in this statement of need is true and correct.

	Rio School District	04/20/2022
_____ <i>Signature of the District Superintendent</i>	_____ <i>District</i>	_____ <i>Date</i>

_____ <i>Signature of the County Superintendent of Schools</i>	_____ <i>County</i>	_____ <i>Date</i>
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It is not necessary to submit this form to the Commission on Teacher Credentialing.

10.7



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.7 Approval of Ventura County Community College District MOU
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of the VCCCD MOU.

Public Content

Speaker: Oscar Hernandez, Asst. Superintendent Educational Services

Rationale:

Rio School District and Oxnard College are entering into a partnership. RSD Students in grade 7th and 8th will be able to "Dual Enroll" and take college courses under this Memorandum of Understanding. Additionally, Oxnard College will provide (afternoon/evening) English as a Second Language at 2 middle schools to parents from RSD and from the overall community at no cost to parents and/or students. Students will receive college credit and/or four year transferable college credit. Oxnard College will fund up to \$25,000.00 for - College books for these classes, enrollment fees as well as for babysitting for adult ESL classes.

Memorandum of Understanding Non CCAP general template 3-1-2022 (El Rio Mou Draft EG) edit by vcccd 3-8-2022.pdf (303 KB)

Administrative Content

Executive Content

**MEMORANDUM OF UNDERSTANDING
REGARDING DUAL ENROLLMENT (Non-AB 288)
BETWEEN THE VENTURA COUNTY COMMUNITY COLLEGE DISTRICT - Oxnard
College AND EI Rio SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is between the Ventura County Community College District/Oxnard College, hereinafter referred to as VCCCD/OC and El Rio School District ("DISTRICT"). For identification purposes only this MOU is dated.

RECITALS

WHEREAS VCCCD/OC is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT.

WHEREAS DISTRICT is a UNIFIED School District located in Ventura County.

WHEREAS the parties desire to collaborate and provide college credit and stand-alone courses ("Courses").

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and VCCCD/OC.

WHEREAS the parties desire to enter a MOU, which sets forth their mutual rights and responsibilities and governs their relationship regarding the subject Courses.

WHEREAS this MOU contemplates that the parties will enter into a related course agreement (CA) for the individual subject Courses, that each CA will fully incorporate the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses.

WHEREAS the parties intend for VCCCD/OC to report full-time equivalent students (FTES) and obtain state apportionment for the subject Courses given through this MOU in accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5.

WHEREAS all Courses will be located within VCCCD/OC's District boundaries.

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this MOU.
2. **Effective Date and Duration.** This MOU shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2025, or until duly modified or terminated by the parties.
3. **Early Termination.** This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice.

The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this MOU shall survive termination.

4. **Course Agreements.** The terms of this MOU are deemed to be part of and fully incorporated into all presently existing or future CAs (Course Agreement) (Course Agreement) pertaining to the Courses unless expressly modified by a related CA. Related CAs will typically address the time, date, location, number of educational hours, VCCCD/OC credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA, as necessary. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.
5. **Certifications for State Apportionment Purposes**
 - A. DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.
 - B. VCCCD/OC certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.
 - C. DISTRICT agrees and acknowledges that all courses held under the terms of this MOU must be open to the public.
 - D. DISTRICT will not pay VCCCD/OC for the full costs of offering any course under this MOU. DISTRICT agrees and acknowledges that VCCCD/OC will

claim apportionment for the students enrolled in courses under this MOU. Full costs are defined as compensation covering 80 percent or more of the direct education costs for the course.

6. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU

These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Responsibilities of Each Party. VCCCD/OC policies and procedures apply, and VCCCD/OC is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites, and standards applicable to VCCCD/OC, as well as any corresponding local policies, practices, and requirements of the DISTRICT.
- B. Enrollment Period. The enrollment period shall be determined by VCCCD/OC in accordance with its guidelines, policies, pertinent statutes, and regulations.
- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. VCCCD/OC will determine the performance objectives for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives, Student Learning Outcomes (SLO's) and corresponding course hours shall be specified in the related CA.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with VCCCD/OC guidelines, policies, pertinent statutes, and regulations. All students will be under the immediate supervision of an employee of VCCCD/OC. For purposes of this paragraph all DISTRICT employees who are teaching the courses shall be deemed to be employees of VCCCD/OC.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with VCCCD/OC guidelines, policies, pertinent statutes, and regulations.
- F. Right to Control and Direct Instructional Activities. VCCCD/OC is responsible for the Courses and has the sole right to control and direct the instructional activities of all instructors, including those who are DISTRICT personnel. This includes the evaluation of faculty assigned to classes in accordance with AFT (American Federation of Teachers) contract.
- G. Minimum Qualifications for Instructors Teaching Courses. Instructors who are DISTRICT personnel shall either meet the minimum qualifications to

provide instruction in a California community college or shall work under the immediate supervision and control of a VCCCD/OC employee who has those minimum qualifications. The minimum qualifications shall be consistent with the requirements in other similar courses offered by VCCCD/OC and shall be published or otherwise listed by VCCCD/OC. All instructors shall meet the qualification requirements of Title 5 CCR sections 53410 and 58060.

- H. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to VCCCD/OC or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. All courses will be held at facilities which are clearly identified as being open to the public. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the District which will be used for courses under this MOU from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this MOU.

DISTRICT will provide at minimum 5 classrooms at each site where courses are being offered at no cost to VCCCD/OC for use or janitorial/maintenance services. Four (4) classrooms will be used to offer courses - three (3) general classroom and one (1) computer lab if available and, one (1) classroom will be used to offer wrap around services. Each classroom must hold up to 35 students. Furniture must accommodate adults and meet ADA requirements. White board space must be made available to OC instructors. DISTRICT will provide access to computer/laptop, projector, Wi-Fi, and internet for instructor and student use. The DISTRICT will invoice the VCCCD/OC and the VCCCD/OC will reimburse DISTRICT up to \$25,000 per semester (Fall/Spring) for the duration of this MOU (3 years) for mutually agreed upon wrap around services.

- I. Equipment. DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. The parties understand that such equipment and materials are DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged

to students except as provided for by VCCCD/OC policies and practices. Students in a course who are not enrolled in DISTRICT shall be provided with course materials, specialized equipment, and other necessary equipment as specified in VCCCD/OC Policies and the applicable student handbook.

- J. Enrollment. Enrollment shall be open to any person who has been admitted to VCCCD/OC and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by VCCCD/OC. Applicants must meet the standards and prerequisites of the VCCCD/OC.

VCCCD/OC will be responsible for processing student applications. VCCCD/OC will provide the necessary admission forms and procedures and both VCCCD/OC and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

VCCCD/OC will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will assist VCCCD/OC, as necessary. A successful enrollment requires that each student has completed an enrollment application provided by VCCCD/OC, the application has been delivered to and accepted by VCCCD/OC's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard VCCCD/OC student liability and medical care coverage, if applicable.

- K. Enrollment Fees. Pursuant to VCCCD/OC Board Policy (Education Code Section 76300(f)) the enrollment fee for students who are Special Part-Time Students (Education Code 76001) will be waived by VCCCD/OC.
- N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to VCCCD/OC periodically, or upon demand, and shall be maintained by VCCCD/OC.
- O. Ancillary Support Services for Students. Both VCCCD/OC and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
- P. Courses Outside VCCCD/OC Boundaries. For locations outside the geographical boundaries of VCCCD/OC, VCCCD/OC will comply with the requirements of Title 5 of the California Code of Regulations, Sections

53000 et seq. concerning approval by adjoining high school or community college districts and use of non-district facilities.

7. **Liaison.** At no cost to the DISTRICT, VCCCD/OC will provide the services of faculty members who will facilitate coordination and cooperation between VCCCD/OC and DISTRICT. VCCCD/OC will provide DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the VCCCD/OC's application procedures.
8. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
 - A. **DISTRICT to Provide Support Services.** Unless otherwise provided for in a related CA, DISTRICT will provide personnel to perform clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary. VCCCD/OC shall pay DISTRICT a mutually agreed upon fee for DISTRICT provided support services.
 - B. **DISTRICT is Responsible for its Own Personnel.** DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of VCCCD/OC, specifically with regard to their duties pertaining to the Courses described in the related CAs. VCCCD/OC has the primary right to control and direct such activities.
9. **Instructors.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
 - A. **VCCCD/OC to Select Instructors.** VCCCD/OC may select instructors from VCCCD/OC personnel or DISTRICT personnel nominated by the DISTRICT, or other sources. DISTRICT personnel will perform instructional duties either on duty time or after normal work hours. DISTRICT personnel selected to be instructors are employees of VCCCD/OC, and subject to the authority of VCCCD/OC, specifically with regard to their duties as instructors. VCCCD/OC will exercise this authority in consultation with the DISTRICT.
 - B. **District May Nominate Instructors.** DISTRICT shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. DISTRICT shall ensure that all instructor/staff nominees possess any

Certificates or other training indicia that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.

- C. VCCCD/OC Shall Determine Instructor Requirements. VCCCD/OC shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.
 - D. Orientation Meeting. Instructors shall attend an orientation meeting if scheduled and VCCCD/OC shall provide manuals, course outlines, curriculum materials, and testing and grading procedures, as necessary.
 - E. Instructor compensation. All instructors will be compensated pursuant to placement on the most current VCCCD/OC Part-time Academic Salary Schedule. Placement on the salary schedule shall be the sole discretion of the VCCCD/OC Human Resources Division. All placements shall be pursuant to the terms and conditions of the collective bargaining agreement between VCCCD/OC and Ventura County Federation of College Teachers AFT Local 1828, AFL-CIO in effect during the term of this MOU.
 - F. Other Assigned Duties. Instructors teaching courses under this MOU may have other duties as assigned pursuant to the terms of the collective bargaining agreement referenced above in paragraph 10 E.
11. **Instruction.** The instructional services provided by instructors include the development of appropriate lectures. The lectures will conform to the VCCCD/OC approved curriculum and course outlines of record (COR) and recommendations of experienced VCCCD/OC instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of VCCCD/OC.

12. **Facilities.** The parties contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this MOU and any related CA, although from time-to-time VCCCD/OC facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify VCCCD/OC and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, instructor, or third party be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies VCCCD/OC may have under law or otherwise.

13. Workers' Compensation. DISTRICT shall be the "primary employer" for all its personnel who perform services as support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective DISTRICT personnel made in connection with performing services and receiving instruction under this MOU or any related CA. DISTRICT agrees to hold harmless, indemnify, and defend VCCCD/OC from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected with providing services under this MOU or any related CA. DISTRICT is not responsible for non-District personnel who may serve as instructors or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

14 Indemnification.

- A. DISTRICT shall defend, hold harmless, and indemnify VCCCD/OC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. VCCCD/OC shall defend, hold harmless, and indemnify DISTRICT, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of VCCCD/OC, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify VCCCD/OC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and VCCCD/OC shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents,

employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

- D. This indemnity shall survive termination of this MOU or any related CA and is in addition to any other rights or remedies that DISTRICT or VCCCD/OC may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

15. Insurance Requirements.

- A. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.
- B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured as far as this MOU is concerned and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.
- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
- D. The parties acknowledge that both parties are permissibly self-insured under California law.
- E. These provisions may not be voided, modified nor waived by a related CA.

16. **Discrimination and Harassment.** Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.
17. **Entire Agreement.** This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any pr or contemporaneous understanding or agreement. No party has been induced to enter this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.
18. **Amendment.** The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
19. **Waiver.** Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
20. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any assignment without written consent shall be void.
21. **Parties in Interest.** Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
22. **Severability.** If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
23. **Notices.** Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most current address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice received by the addressee.

24. **Authority to Enter Into MOU.** Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.
25. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. DISTRICT shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.
26. **Retention and Audit of Records.** Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
27. **Governing Law and Venue.** This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Ventura County, California.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first above written.

**AGREED TO AND ACCEPTED:
VENTURA COUNTY COMMUNITY
COLLEGE DISTRICT**

**AGREED TO AND ACCEPTED:
RIO SCHOOL DISTRICT**

By: _____
Dr. Cynthia Herrera
Vice Chancellor
761 E Daily Dr
Camarillo, CA 93010
(805) 652-5500

By: _____
Dr. John Puglisi
Superintendent
1800 Solar Dr
Oxnard, CA 93030
(805) 485-3111

By: _____
Dr. David El Fattal
Vice Chancellor, Business & Admin Services
761 E. Daily Dr.
Camarillo, Ca 93010
(805) 652-5500

10.8

**Agenda Item Details**

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.8 Approval of the Summer School Programs 2022
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	1,783,041.37
Budgeted	Yes
Budget Source	ASES, ELO-P, ELO-G, and General Fund for Extended Year Special Education
Recommended Action	Staff recommends approval of the Summer School Programs 2022
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services and Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Staff will present the summer school programs that will be offered in 2022.

Connect, Learn, Grow	Literacy Learning	K-8	Rosales, Vista, Mar, Sol, Norte	June 27- August 8	M, T, W, Th
Explore	Extended year (Low income)	K-8	Rosales, Vista, Mar, Sol, Norte	July 6-August 5	M, T, W, Th
Explore (pm)	Extended Day (Low income)	K-8	Rosales, Vista, Mar, Sol, Norte	July 6-August 5	M, T, W, Th
Language Academy	Literacy for ELs	K-8	Norte	July 18-August 5	M, T, W, Th, F
Extended Year (Sped)	Extended Year (special education)	PreSchool-8	Rosales, Lindo, Mar, Norte	July 1-July 29	M, T, W, Th, F
Jump Start (kinder)	Orientation for new kinders	Kinder	Rosales, Real, Lindo	July 6-July 29	M, T, W, Th, F
Writing Camp	Literacy Learning/Enrichment	3-8	Norte	June 27-July 15	M, T, W, Th, F
Science Academy	Literacy Learning/ Enrichment	3-8	Mar	June 27-July 15	M, T, W, Th, F
Technology Academy	Literacy Learning/ Enrichment	3-8	Sol	July 18-August 5	M, T, W, Th, F
Library Outreach	Literacy Learning	K-8	Nyeland Acres	July 1-August 12	M, W
Sports Academy	Enrichment	K-8	Vista, Mar	June 27-August 5	M, T, W, Th, F
Dance Academy	Enrichment	K-8	Vista, Mar	July 25-August 12	M, T, W, Th, F
Art Camp	Enrichment	K-8	Sol	July 5-August 11	T, W, Th
Music Academy	Enrichment	3-8	Sol	June 27-July 15	M, T, W, Th, F
Drama Camp	Enrichment	K-8	Sol	June 27-July 29	M, T, W, Th, F

Administrative Content**Executive Content**

10.9



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.9 Annual Report of the Measure L Citizen's Bond Oversight Committee Fiscal Year Ending June 30, 2021
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Annual Report for Measure L Citizen's Bond Oversight Committee Fiscal Year ending June 30, 2021.
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 and Rosa Balderrama, Citizen's Oversight Committee President

Rationale: Each year, the Citizen's Oversight Committee Oversees the Annual Report for the Prior Fiscal Year's Expenditures related to the Measure L Bond. On March 8, 2021, the Committee met and voted to allow the President, Ms. Balderrama to review the Report and execute it on behalf of the committee. The Report reviews the proceeds from the bond that were used for the purpose set forth in the Measure L; No Bond proceeds were used for any teacher or administrative salaries or other operating expenses; and The District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

COC Measure L Report for 6-30-21.pdf (2,258 KB)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

ANNUAL REPORT OF THE MEASURE L
CITIZEN'S BOND OVERSIGHT COMMITTEE
FISCAL YEAR ENDING JUNE 30, 2021

TO THE BOARD OF EDUCATION

APRIL 20, 2022

MEASURE L CITIZEN'S BOND OVERSIGHT COMMITTEE REPORT
APRIL 20, 2022
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Board of Trustees (the "Board")
Rio School District (the "District")
Oxnard, California

Dear Members of the Board:

The Measure L Citizens' Bond Oversight Committee (the "*Measure L Committee*" or the "*Committee*") respectfully submits its annual report to the Board, for the fiscal year ended June 30, 2021:

- I. **The Establishment and Operation of the Committee:** The Measure L Committee was established by the Board, on February 20, 2019.
- II. **Purposes of Committee and Limitations of Report:** As stated in its Bylaws, the Measure L Committee was established by the Board to satisfy the accountability requirements of Prop 39 with regard to the Measure L Bonds, approved at the election conducted November 6, 2018, (the "*Measure L*"), of up to \$59,500.00 (the "*Bond Proceeds*"). This report is limited by various material restrictions on the Committee's legal capacity and activities, as stated in its Bylaws, as follows:
 - A. The Measure L Committee does not have independent legal capacity from the District;
 - B. May only receive copies of reports and documents which have been previously presented to the Board and which are public records; and
 - C. Only has duties and can only engage in activities that are confined specifically to the Bond Proceeds generated under Measure L, (and as otherwise provided for in its Bylaws), *and this report is so limited.*
- III. **Summary of Measure L Committee's Proceedings and Activities for the Preceding Year:**
 - A. **All Required Meetings Held:** The Committee hereby reports that it has met all of the requirements contained in its Bylaws to hold regular public meetings and that all of its business and member votes (including, but not limited to, with regard to the approval and adoption of this report), were taken with the required quorum of a majority of the Committee members. All of the following meetings were open to the public and held within the boundaries of

the District and, on information and belief, were duly noticed by the District and in accordance with the *Ralph M. Brown Act*, Government Code Section 54590 *et seq.*

<u>Date</u>	<u>Place</u>
July 28, 2021	Tour of Rio Del Sol School
December 1, 2021	Rio School District Office
March 8, 2022	Rio School District Office

Summary of Authorized Activities of the Committee: Attached hereto as **Exhibit “1”** and incorporated herein by this reference are true and correct copies of the minutes of the meetings of the Committee (*the “Minutes”*). The Minutes provide some of the details of the actions and activities of the Committee during the past year. With regard to any reference to any reports and documents received and reviewed by the Committee, the District has indicated that all such documents were provided by the District, with an indication that they had been presented to the Board and were a public record. In accordance with the Committee’s Bylaws, the following is a summary of these activities, all of which were conducted at the Committee’s public meetings:

1. Receiving, reviewing, discussing and making inquiries with regard to the audit of Bond Proceeds expenditures entitled “Measure L Building Fund, Financial and Performance Audit Report of Rio School District,” for the fiscal year ended June 30, 2021, prepared for the Board by Vavrinek, Trine, Day & Co., Certified Public Accountants, (*the “Auditor”*) constituting the District’s annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution (*the “2021 Audit Report”*);
2. On an ongoing basis, from time to time, receiving, reviewing, discussing and making inquiries with regard to various reports, documents and other public records relating to the expenditure of Bond Proceeds, including, but not limited to, various line item expenditure reports;
3. Inspecting and/or receiving progress and status reports on projects and school facilities and grounds for which Bond Proceeds have been or will be expended;

4. Reviewing efforts by the District to maximize Bond Proceeds by implementing various cost-saving measures;
5. Reviewing Bylaws and responsibilities of the Committee;
6. Reviewing project lists and details; priorities lists; campus and proposed plans; interim financial and Bond Proceeds expenditure reports; and County data reports on expenditures;
7. Receiving briefings from the District, at public meetings, on current Measure L projects, and plans and expenditures;
8. Receiving confirmation and assurances from the District, at public meetings, that the District had satisfactorily addressed certain issues raised by the Committee with regard to various expenditures of Bond Proceeds;
9. Advertising and holding public meetings, in a continuing effort to inform the public.

IV. **Report on Duties of Committee:** Under its Bylaws, in addition to reporting on the activities it engaged in during the year, the Measure L Committee has the duty to report, and does hereby report, to the Board, on the following:

- A. **Informing the Public:** The Measure L Committee hereby reports that it has discharged its duty to inform the public concerning the District's Bylaws, by, among other things, giving the required notice of its meetings and holding them in public; by preparing and providing this report to the Board, at a meeting held in public, and by posting this report to the District website, along with a copy of the 2021 Audit Report from the Audit Accountant; and by engaging in the Activities described above and immediately below; and
- B. **Committee's Report on its Review of Expenditures:** As a result of holding its required meetings; of preparing and providing this report; and as a result of engaging in the Activities described above (and in reliance on the 2021 Audit Report and the other expenditure documents, reports, information and confirmations provided by the district):

The Measure L Committee hereby reports that, to the best of its knowledge, information and belief, through June 30, 2021

- (1) **The Bond Proceeds were expended only for the purposes set forth in the Measure L;**
- (2) **No Bond Proceeds were used for any teacher or administrative salaries or other operating expenses; and**

**(3) The District is in compliance with the requirements of Article XIII A,
Section 1(b)(3) of the California Constitution.**

Respectfully submitted,

MEASURE L CITIZEN'S OVERSIGHT COMMITTEE

By: 
Rosa Balderrama, Citizen's Oversight Committee President
March 8, 2022

Exhibit 1

Minutes of July 28, 2021



Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

**Informal Citizen's Oversight Committee Meeting
Measure L, held on July 28, 2021**

Attendees:

Rosa Balderama, President
Larry Wolf
Mary Orleans, Business Services
Celeste Perdue, Fiscal Services
Keith Henderson, Balfour Beatty
Jesus Ibarra, Balfour Beatty
Marisela Valdez, RTA

This meeting was placed on the calendar at the Committee's request, to provide a tour of Rio Del Sol, paid for by Measure G and L. The committee could see all of the wonderful things the bond money was able to provide our students.

The meeting began at 5:00 p.m.

Balfour Beatty Construction Managers took everyone for a behind-the-scenes tour of the classrooms, gardens, kitchen, bakery, front office, etc. and pointed out many of the design features, like a mural painting covering an entire hallway. Everyone had questions about the different and unique features like a textured wall that was sound proof and the lighting, among other things. They admired the nooks and crannies that students are able to go to and study. Being that the school is on the river, there is a lot of learning available from the habitat. (At the time of the tour, there was a fire in the river bed and the firemen did not want us coming close to it.)

The tour concluded at 6:18 p.m. and it seemed that everyone had a better understanding of what they see on paper at each meeting as an expense and what the finished product looks like.

Exhibit 2

Meeting Agenda and Minutes of December 1, 2021



EDUCATING LEARNERS FOR THE 21ST CENTURY

**SCHOOL
DISTRICT**

Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

**CITIZENS' OVERSIGHT COMMITTEE MEETING
MEASURE L BOND**

**December 1, 2021
5:30 p.m.**

Committee Members:

Rosa Balderrama
Sean Husband
Cristina Mackey
Martha Mata
Mike Roberts
Terri Samudio
Larry Wolf

Welcome/Introductions

- 1. Public Comment**
- 2. Election of President and Vice President**
- 3. Project Status Update by Keith Henderson, Balfour Beatty**
 - a. HVAC Timeline and Cost**
 - b. Map Showing Rio Del Valle Phase I Sports Field**
 - c. Pictures of Rio Lindo Building A Parking Lot**
- 4. Review of Measure L Projects and Expenses To Date
(See Revenue/Expenditure Summary)**
- 5. Agenda Items for Future Meeting**
- 6. Next Meeting Date and Adjournment**

**Rio School District / Educating Students for the 21st Century,
1800 Solar Drive, 3rd Floor, Oxnard, CA 93030**



Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

MINUTES OF THE CITIZENS' OVERSIGHT COMMITTEE MEETING

MEASURE L BOND

December 1, 2021

5:30 p.m.

Committee Members Who Attended:

Rosa Balderrama

Sean Husband

Cristina Mackey

Martha Mata

Mike Roberts

Terri Samudio

Larry Wolf

- **Everyone was welcomed and each person shared their name to the rest of the Committee.**
- **There were no Public Comments.**
- **Wael Saleh, Assistant Superintendent of Business Services spoke about the purpose of the Committee. By law, spending must be reviewed and annually audited by an independent citizens' oversight committee. Funds can only be spent to improve our local schools.**
- **An election was held to elect a President and Vice President. Rosa Balderrama was elected as President and Martha Mata was elected as Vice Chair.**
- **Keith Henderson of Balfour Beatty Construction gave a project status update. He spoke about projects that are in the works, i.e. Rio Plaza HVAC, Rio Del Valle Gym HVAC, Rio Del Valle Fields Phase I, and the Rio Del Valle Campus Wide Fire Alarms along with many other projects. He provided an HVAC Timeline and Cost chart, a map showing Rio Del Valle Phase I sports Field layout, and pictures of Rio Lindo Building A Parking Lot.**

- **Wael Saleh spoke about the Revenue and Expenditure Summary that was passed out. He explained the revenue that the District currently has and what is projected to be received. He then moved on to expenditures and went school-by-school briefly touching on the jobs in progress at each site. One of the members asked if we could add a column on the spreadsheet with the percent of the job left to complete and the percent of money that is left to use on that project.**
- **Everyone was asked if they had any agenda items they would like to discuss at our next meeting but there were none at this time.**
- **The next meeting will be scheduled for February/March and a separate email will go out to everyone.**

The meeting was adjourned at 7:09 p.m.

**Measure L Revenue/Expenditure Summary
as of October 31, 2021**

TOTAL PROJECTED PROCEEDS		Actuals to date		
Revenue				
Proceeds from 2018 Series A FY 18/19	\$23,000,000.00			\$23,014,696.00
Proceeds from 2018 Series B FY 18/19	\$1,466,137			\$1,466,137.25
Proceeds from 2018 Series C FY 19/20	\$13,746,261			\$13,750,848.00
Proceeds from 2018 Series C FY 19/20 COPS	3,000,000			3,000,000.00
ESSER III Plan for Shade Structures	1,000,000			
Authorizations				
Series D 2021-22 for COPS	2,200,000			
Series E 2021-2022	12,200,000			
Series 2025-26	3,887,602			
Total Future Issuances	18,287,602			
ESF State Matching Funds	15,000,000			
Reimbursement from CFD (Mallo Roos)	8,100,329			\$4,240,328.66
Interest Earned - FY18/19	172,714			\$172,713.80
Interest Earned - FY19/20	373,548			\$373,547.64
Interest Earned - FY20/21	73,428			\$73,428.00
Interest Earned - FY21/22	50,000			\$6,868.00
Est Interest - Future Fiscal Years	200,000			\$0.00
Mitigation Agreements (ie Wagon Wheel)/Developer Fees	3,041,956			
Total Available Funds	\$87,511,975			\$ 46,098,567.35
Expenditures	TOTAL PROJECTED PROJECTS	Expenditures To Date	Current Bond Issue A & B Encumbrances/ Approved	Total
General Projects Administration set aside	3,600,000	1,123,938.46	\$296,105.79	\$ 1,420,044.25
2016 COPS Repayment	6,466,137	1,466,137.25	\$3,000,000.00	\$4,466,137.25
HVAC - Districtwide	-	0.00	\$0.00	\$ -
Rio Lindo **	2,376,690	46,536.50	\$112,641.50	\$ 159,178.00
Rio Plaza **	3,980,200	130,723.50	\$34,077.92	\$ 164,801.42
Rio Real **	2,968,440	101,352.00	\$42,881.00	\$ 144,233.00
Rio del Valle **	5,879,112	137,620.95	\$45,159.05	\$ 182,780.00
Vista Gym **	1,560,000	0.00	\$0.00	\$ -
Rio del Norte	1,686,644	1,021,580.07	\$665,063.92	\$ 1,686,643.99
Rio del Norte Classroom Ceiling Project	1,433,000	1,158,158.09	\$294,289.13	\$ 1,452,447.22
Subtotal	19,906,086			
Roofing - District wide Rejuvenation	782,812	48,547.00	\$51,453.00	\$ 100,000.00
Rio Lindo	183,242	183,242.00	\$0.00	\$ 183,242.00
Rio Del Valle	34,146	34,146.00	\$0.00	\$ 34,146.00
Subtotal	1,000,000			
Shade Structures - Covid-19 3 sites	1,199,189	182,388.75	\$16,800.00	\$ 199,188.75
Covid -19 Other costs	1,325,004	1,324,974.00	\$30.00	\$ 1,325,004.00
Subtotal	2,524,193			
Safety Improvement	32,000	31,075.94	\$0.00	\$ 31,075.94
Technology for Classrooms Districtwide		3,213,832.06	\$58,029.92	\$ 3,271,861.98
Technology Infrastructure Districtwide		436,121.55	\$3,419.49	\$ 439,541.04
Technology Infrastructure/Classroom Upgrades - 7 yr Plan	6,500,000	3,649,953.61	61,449.41	\$ 3,711,403.02
Rio Del Sol New K-8 STEAM School - Phase 2	16,777,137	16,632,173.18	\$44,962.78	\$ 16,677,135.96

** Tentative Projects - Need Board Approval

Expenditures	TOTAL PROJECTED PROJECTS	Current Bond Issue A & B		
		Expenditures To Date	Encumbrances/ Approved	Total
Rio Lindo ES				
Rio Lindo Bldg A	4,535,000	4,532,221.58	\$2,260.00	\$ 4,534,481.58
Rio Lindo Fire Alarm Replacement	228,180	228,179.53	\$0.00	\$ 228,179.53
Rio Lindo Parking Lot	568,385	543,701.75	\$24,683.53	\$ 568,385.28
Rio Lindo Water Stations/Drinking Fountain Upgrades **	120,000	0.00	\$0.00	\$
Subtotal	5,451,565			
Rio Plaza ES				
Rio Plaza Hood Replacement	209,040	209,039.74	\$0.00	\$ 209,039.74
Rio Plaza Fire Alarm Replacement	320,000	281,399.26	\$34,575.64	\$ 315,974.90
Subtotal	529,040			
Rio Real ES				
Rio Real Fire Alarm Replacement	370,000	296,347.70	\$71,256.00	\$ 367,603.70
Rio Real Track & Sport Improvement	253,629	253,229.88	\$399.02	\$ 253,628.90
Rio Real Office/Breakroom Remodel	105,000	103,859.26	\$524.00	\$ 104,383.26
Site Improvement	50,000			
Rio Real Water Stations/Drinking Fountain Upgrades **	120,000	0.00	\$0.00	\$
Subtotal	898,629			
Rio del Valle MS				
Rio del Valle Sports Fields Master Plan Phase I	5,400,000	425,898.45	\$4,969,711.40	\$ 5,395,609.85
Rio del Valle Sports Fields Master Plan Phase II	4,200,000			
Rio del Valle Kitchen Remodel **	500,000	17,650.00	\$32,075.00	\$ 49,725.00
For Full Kitchen/MPR Remodel**	6,100,000	0.00	\$0.00	\$
Rio del Valle Admin Office redo **	2,400,000	7,500.00	\$0.00	\$ 7,500.00
Rio del Valle Portable relocate/refresh	650,000	635,599.40	\$12,739.04	\$ 648,338.44
Rio del Valle Fire Alarm	460,000	279,916.96	\$175,047.50	\$ 454,964.46
Rio del Valle Restroom Remodel	8,910	8,910.16	\$0.00	\$ 8,910.16
Rio del Valle Water Stations/Drinking Fountain Upgrades **	120,000	0.00	\$0.00	\$
Rio del Valle Gym Acoustics & Sound Project **	54,862	54,861.98	\$0.00	\$ 54,861.98
Subtotal	19,893,772			
Rio Del Norte ES				
Rio del Norte Water Stations/Drinking Fountain Upgrades **	120,000	0.00	\$0.00	\$
Rio Del Norte - Kitchen Update	8,917	8,916.66	\$0.00	\$ 8,916.66
Subtotal	128,917			
Rio Rosales ES				
Rio del Mar				
Rio del Mar Lighting Project	31,123	31,122.55	\$0.00	\$ 31,122.55
Rio Vista Middle School				
Rio Vista MPR Lighting Project	29,022	29,021.59	\$0.00	\$ 29,021.59
Rio Vista Modernization- Greenhouse	5,650	5,650.00	\$0.00	\$ 5,650.00
Subtotal	34,672			
Facilities Modernization TBD	538,705			
Program Contingencies set aside	3,000,000			
Total Expenditures to Date		35,225,573.75	9,988,184.63	45,213,758.38
Net Projected Balance as of October 31 2021				\$884,808.97
TOTAL PROJECTED BOND PROJECTS	87,511,975			
Projects currently in construction				
Projects Completed				

** Tentative Projects - Need Board Approval

Exhibit 3

**Minutes, Agenda, Audit Report
for June 30, 2021**

**From the Citizen's Oversight
Committee Meeting held on
March 8, 2022**



Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

**MINUTES OF THE CITIZENS' OVERSIGHT COMMITTEE MEETING
MEASURE L BOND**

March 8, 2022
5:00 p.m.

Committee Members who Attended:

Rosa Balderrama, President
Sean Husband
Cristina Mackey (Via Google)
Mike Roberts
Terri Samudio
Larry Wolf

District Attendees:

Wael Saleh, Asst. Supt.
Linda Armas , Rio Board Member
Keith Henderson (Balfour Beatty)
Linda Bekeny
Marisela Valdez (Via Google)
Christie Henggeler (Via Google)

- **Everyone was welcomed and handouts distributed**
- **There were no Public comments**
- **Mr. Wolf moved to approve the minutes from December 1, 2021 as submitted. Seconded by Ms. Mackey and approved .**
- **Keith Henderson of Balfour Beatty gave a project status update. Pictures were presented of work being done at Rio Del Valle Fields, Phase I. Work is completed for Fire Alarms at Rio Plaza, Rio Real and 95% completed at Rio del Valle. Rio Vista Gym HVAC has been bid and work to begin this month. Bid for Rio Plaza HVAC opened today with Rio Real HVAC Bid to be opened on Thursday, March 10, 2022. Ms. Armas asked if Maintenance personnel gave input to Rio Del Valle Fields phase I and phase II and Mr. Henderson stated their input was received.**
- **Mr. Saleh reviewed the Measure L Projects and Expenses to Date handout in detail. He explained the revenue that the District currently has received and what revenue is projected**

in the future. He then moved on to the expenditures and went school by school. He noted two new columns that were added in Expenditure section in response to a request from the last meeting. These columns show the percentage of completion along with a brief comment. It was requested to modify the percentage to include the entire project expenses to date including architectural fees, Mr. Saleh stated that architectural work might provide a misleading percentage of completion as most of the time 80% of Architectural work done before construction starts and he said administration will look into it. . Also it was requested to subtotal the projects by school for Actual Expenditures such as is done for the projected projects and administration agreed.

- The Audit report for Measure L that was approved by the Board February 16, 2022 was briefly reviewed. It was noted that there were no findings in the report and the Financial Review indicated that the District expended Measure L funds only for specific projects approved by the voters.
- A draft version of the Annual Citizen's Oversight Committee Report was presented and discussed. It was moved and seconded to authorize the Committee president to work with the Business Department to amend and finalize the report, share with the committee, collect feedback, adjust, and share Final report with the committee and present the report to the board.
- Future agenda items were solicited as well as future site visits. It was determined that the next meeting would be held at Rio Del Valle along with a tour of the Field Project Phase 1.

The meeting was adjourned at 6:07 pm



Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

**CITIZENS' OVERSIGHT COMMITTEE MEETING
MEASURE L BOND**

**March 8, 2022
5:00 p.m.**

Committee Members:

Rosa Balderrama
Sean Husband
Cristina Mackey
Martha Mata
Mike Roberts
Terri Samudio
Larry Wolf

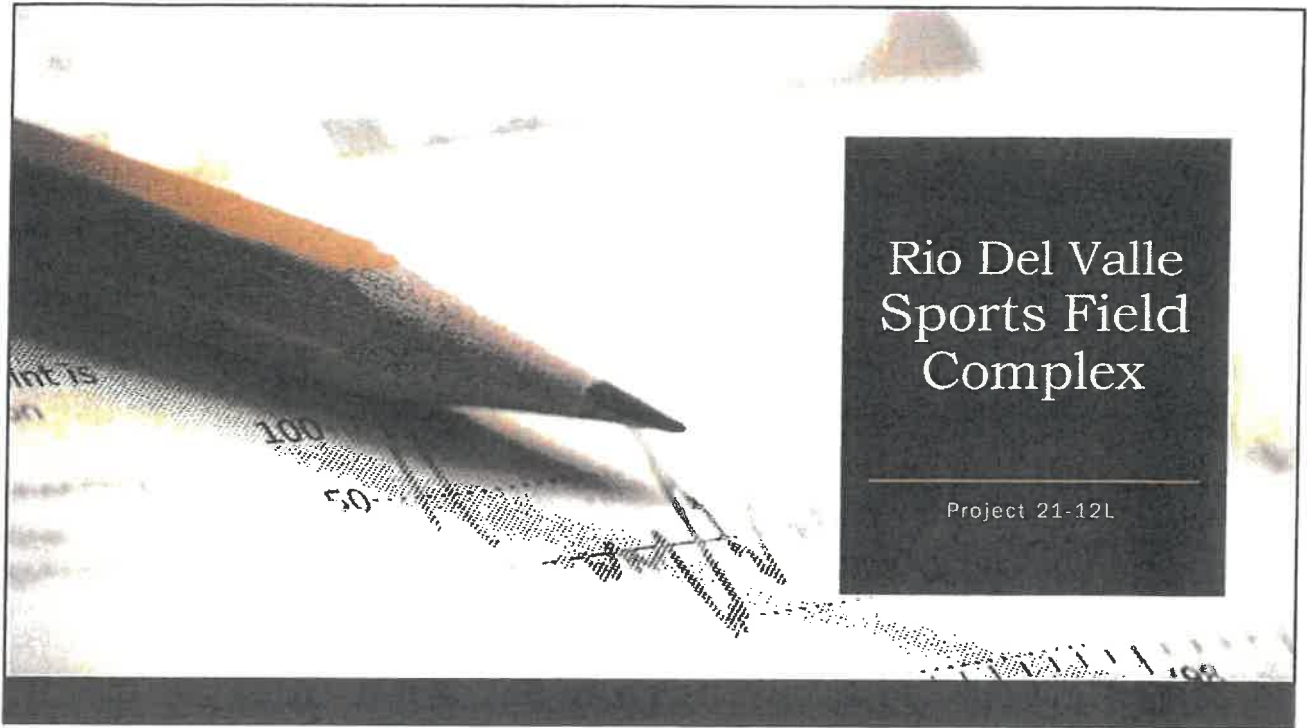
Welcome/Introductions

- 1. Public Comment**
- 2. Review and Approve Minutes from December 1, 2021 Meeting**
- 3. Project Status Update by Keith Henderson, Balfour Beatty**
- 4. Review of Measure L Projects and Expenses To Date**
- 5. Financial and Performance Audit for Measure L Review**
- 6. Approval of 2020-2021 Committee Report**
- 7. Future Agenda Items**
- 8. Adjournment**

Rio School District
Citizens' Oversight Committee Meeting
Measure L Bond
March 8, 2022
 Sign-in Sheet

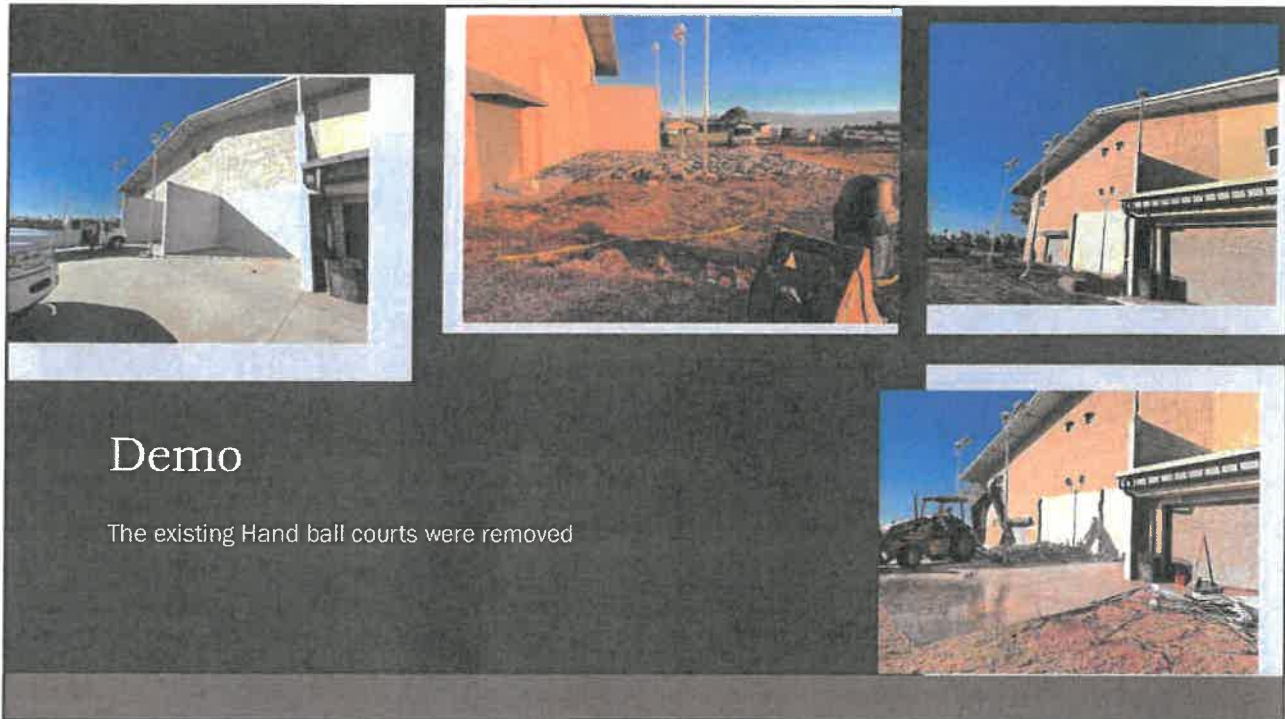
Name	Signature	Date
Rosa Balderrama		03/08/2022
Sean Husband		03/08/2022
Cristina Mackey	Remote	03/08/2022
Martha Mata		03/08/2022
Mike Roberts		03/08/2022
Terri Samudio		03/08/2022
Larry Wolf		03/08/2022
Marisela Valdez		03/08/2022
Rosie Rosales		03/08/2022
Eleanor Torres		03/08/2022
Keith Henderson		03/08/2022
Linda Beckeny		03/08/2022
Linda Armas		3/8/22

✓ Christina Henderson Remote
 ✓ Marisela Valdez Remote



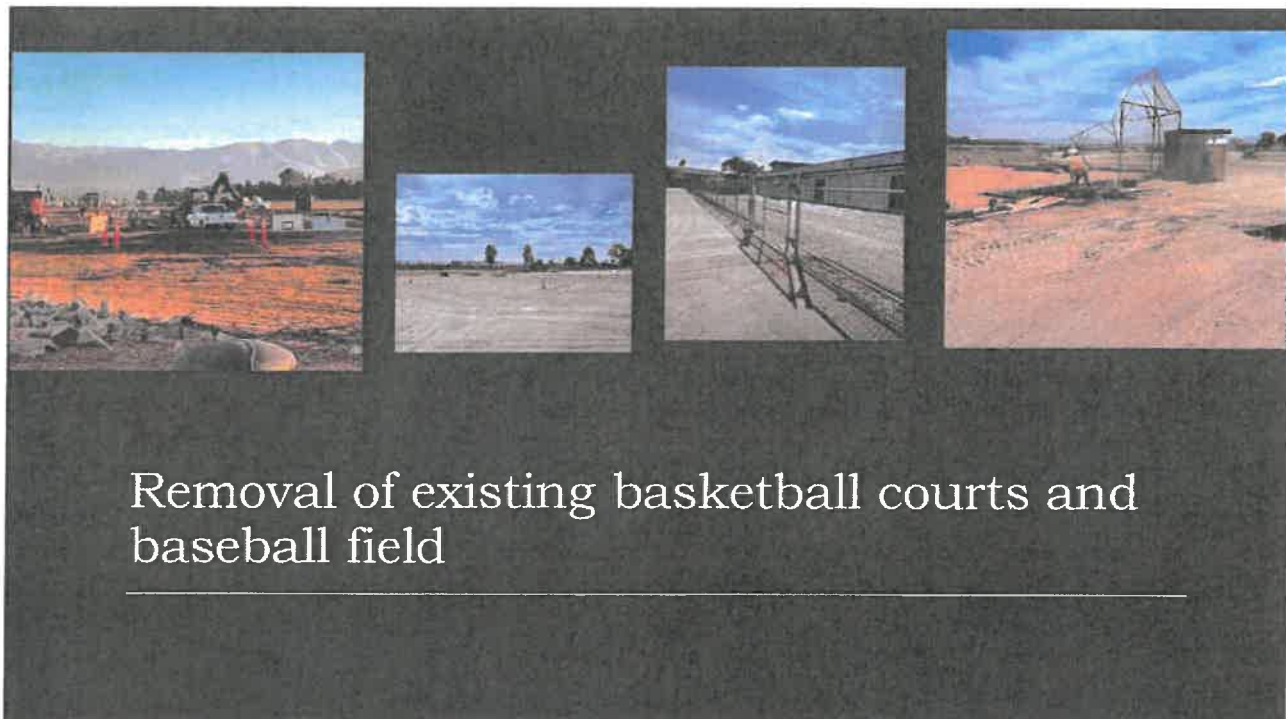
Phases

DEMO	EARTH WORK	INSTALLATION	FINISH
Concrete/Basketball courts	Removal of field/grass	New Basketball Court	Hydroseeding
Existing baseball field	Electrical	Fencing/Sidewalk	Basketball Court
Fence	Irrigation	Wire Mesh	Football Field

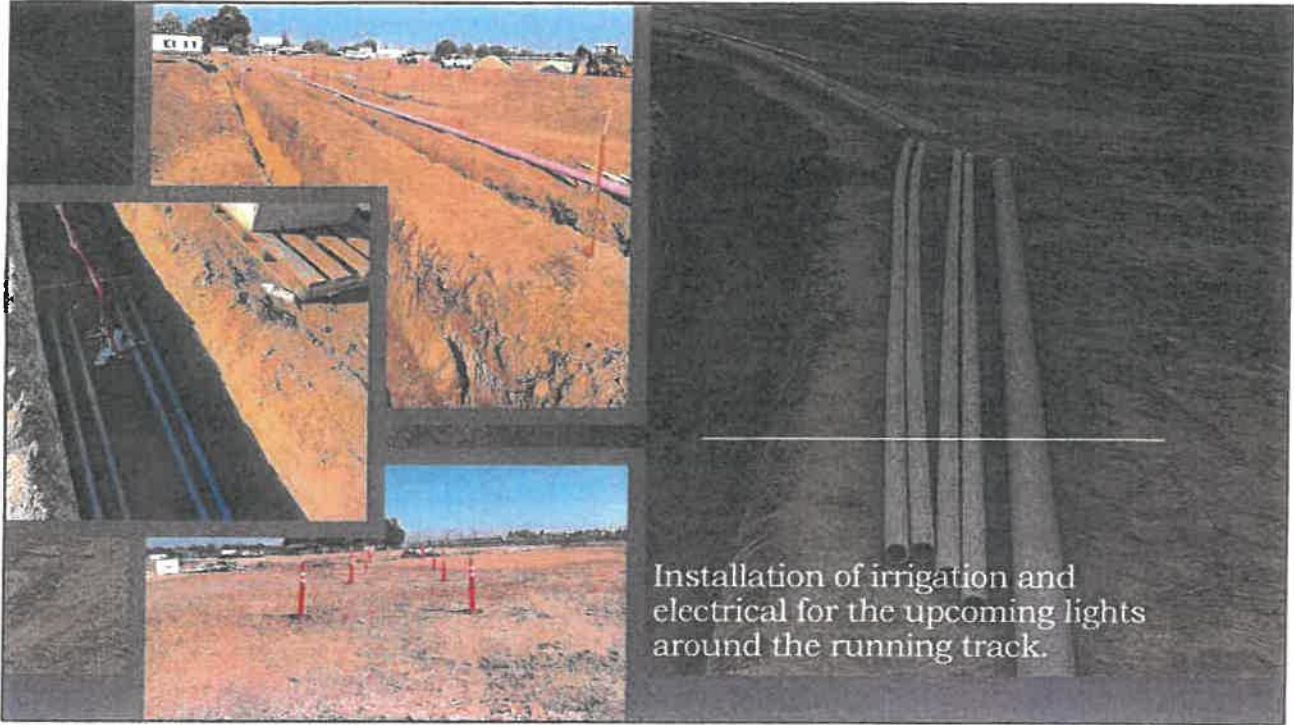


Demo

The existing Hand ball courts were removed



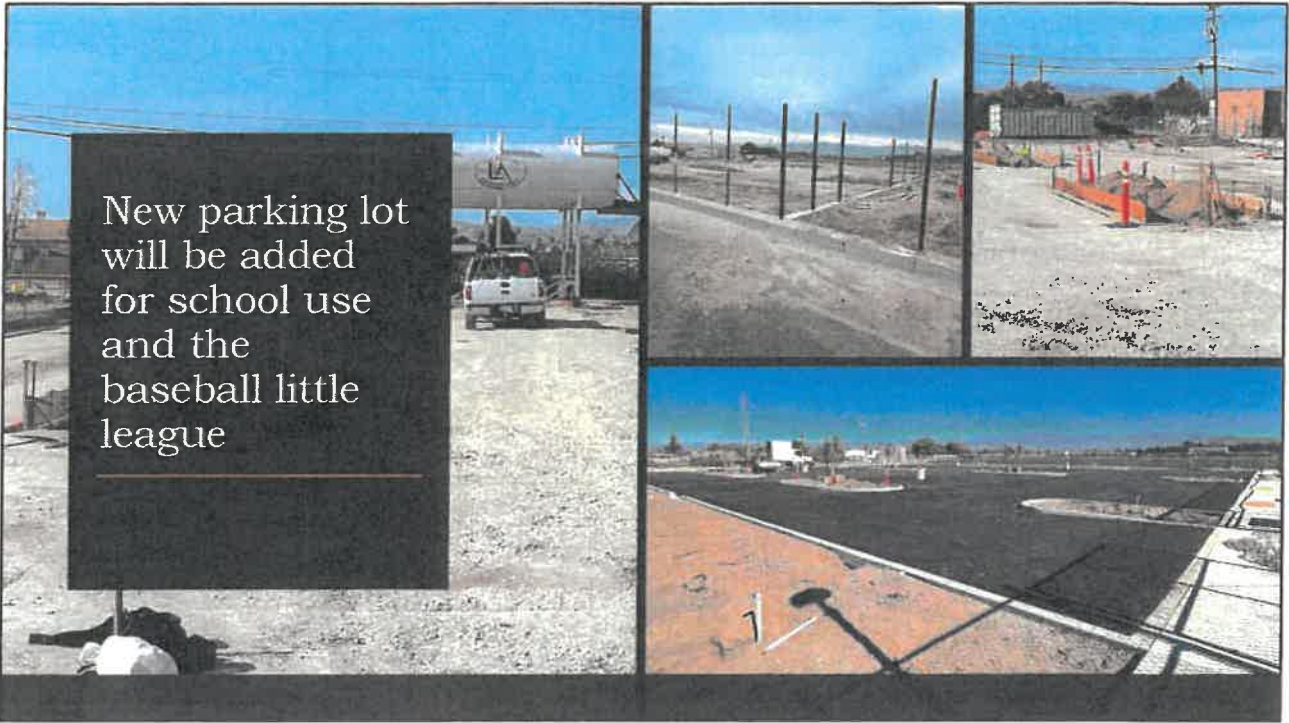
Removal of existing basketball courts and baseball field





New Basketball Courts
Placing of the concrete and basketball posts





Measure L Revenue/Expenditure Summary
as of February 28, 2022

Revenue	Authorized	Issuance Cost/Premium	TOTAL PROJECTED NET		Actuals to date
			PROCEEDS		
Proceeds from 2018 Series A FY 18/19	23,000,000	-	\$23,000,000.00		23,014,696
Proceeds from 2018 Series B FY 18/19 COPS	1,510,000	43,863	\$1,466,137		1,466,137
Proceeds from 2018 Series C FY 19/20	13,922,236	175,975	\$13,746,261		13,746,261
Proceeds from 2018 Series D FY 19/20 COPS	3,087,423	64,901	\$3,022,522		3,022,522
Proceeds from 2018 Series E FY 21/22	13,818,453	180,000	\$13,638,453		13,638,453
Proceeds from 2018 Series F FY 21/22 COPS	1,000,000	65,716	\$934,284		934,284
Future Series 2025-28	2,861,888		2,861,888		
ESSER III Plan for Shade Structures			1,000,000		
EST State Matching Funds			15,000,000		\$12,731,564.00
Reimbursement from CFD (Mello Roos)			9,513,399		\$5,653,398.90
Interest Earned - FY18/19			172,714		\$172,713.80
Interest Earned - FY19/20			373,548		\$373,547.64
Interest Earned - FY20/21			73,428		\$73,428.00
Interest Earned - FY21/22			50,000		\$11,366.42
Est Interest - Future Fiscal Years			200,000		\$0.00
Mitigation Agreements(fe: Wagon Wheel)/Developer Fees			1,695,234		
Total Available Funds			\$86,747,868		\$ 74,838,372.01

Expenditures	TOTAL PROJECTED PROJECTS	Expenditures To Date	Committed/Encumbered	Total	% Complete	Comment
2016 COPS Repayment	7,065,043.00	1,466,137.00	\$3,956,806.00	\$5,422,943.00	76.76%	
HVAC - Districtwide	-	0.00	\$0.00	-		
Rio Lindo **	2,376,690	118,105.50	\$53,202.50	\$ 171,308.00	0.00%	architect/DSA
Rio Plaza **	3,980,200	132,117.92	\$32,756.43	\$ 164,874.35	0.00%	Architect fees
Rio Real **	2,968,440	110,578.00	\$33,750.00	\$ 144,328.00	0.00%	Architect fees
Rio del Valle **	5,879,112	172,045.95	\$11,109.00	\$ 183,154.95	0.00%	architect/DSA
Vista Gym	1,560,000	83,688.30	\$1,350,982.50	\$ 1,434,670.80	0.00%	Architect fees
Rio del Norte	1,688,142	1,563,005.92	\$125,136.39	\$ 1,688,142.31	100.00%	Retention ,Architect
Rio del Norte Classroom Ceiling Project	1,455,000	1,370,149.47	\$93,768.63	\$ 1,463,918.10	100.00%	Retention ,Architect
Subtotal	19,907,584					
Roofing - District wide Rejuvenation	782,612	48,547.00	\$51,453.00	\$ 100,000.00	12.78%	as needed
Rio Lindo	183,242	183,242.00	\$0.00	\$ 183,242.00	100.00%	
Rio Del Valle	34,146	34,146.00	\$0.00	\$ 34,146.00	100.00%	
Subtotal	1,000,000					
Shade Structures - Covid-19 3 sites	1,199,189	182,388.75	\$16,800.00	\$ 199,188.75	0.00%	on hold, Architect Fees
Covid -19 Other costs	1,324,974	1,324,974.00	\$0.00	\$ 1,324,974.00	100.00%	
Subtotal	2,524,163					
Safety Improvement	32,000	31,075.94	\$0.00	\$ 31,075.94	100.00%	
Technology Infrastructure/Classroom Upgrades- 7 yr Plan	7,000,000	3,718,441.79	25,992.27	\$ 3,744,434.06	53.49%	Year 4 of 7
Rio Del Sol New K-8 STEAM School - Phase 2	16,625,023	16,633,069.78	(\$8,047.71)	\$ 16,625,022.07	100.00%	
Rio Lindo ES						
Rio Lindo Bldg A	4,535,795	4,535,794.08	\$0.00	\$ 4,535,794.08	100.00%	
Rio Lindo Fire Alarm Replacement	231,538	231,537.53	\$0.00	\$ 231,537.53	100.00%	
Rio Lindo Parking Lot	561,734	561,733.75	\$0.00	\$ 561,733.75	100.00%	
Subtotal	5,329,066					
Rio Plaza ES						
Rio Plaza Hood Replacement	209,040	209,039.74	\$0.00	\$ 209,039.74	100.00%	
Rio Plaza Fire Alarm Replacement	328,000	324,987.48	\$2,440.00	\$ 327,427.48	100.00%	Architect Closeout balance
Subtotal	537,040					
Rio Real ES						
Rio Real Fire Alarm Replacement	382,000	376,660.07	\$4,490.00	\$ 381,150.07	100.00%	Architect Closeout balance
Rio Real Track & Sport Improvement	253,230	253,229.88	\$0.00	\$ 253,229.88	100.00%	
Rio Real Office/Breakroom Remodel	103,859	103,859.26	\$0.00	\$ 103,859.26	100.00%	
Subtotal	739,089					
Rio del Valle MS						
Rio del Valle Sports Fields Master Plan Phase I	5,902,213	3,928,896.68	\$1,973,316.26	\$ 5,902,212.94	43.87%	Plus Architect/Inspector
Rio del Valle Sports Fields Master Plan Phase II	4,800,000					
Rio del Valle Kitchen Remodel **	500,000	17,650.00	\$32,075.00	\$ 49,725.00	0.00%	Architect fees
For Full Kitchen/MPR Remodel**	6,100,000	0.00	\$0.00	\$ -		
Rio del Valle Admin Office redo **	2,400,000	7,500.00	\$0.00	\$ 7,500.00	0.00%	
Rio del Valle Portable relocate/refresh	656,470	654,129.61	\$2,340.00	\$ 656,469.61	100.00%	Inspector balance

** Tentative Projects - Need Board Approval

Expenditures	TOTAL PROJECTED PROJECTS	Expenditures To Date	Committed/Encumbered	Total	% Complete	Comment
Rio del Valle Fire Alarm	517,582	461,740.49	\$55,841.90	\$ 517,582.39	69.47%	Plus Architect/Inspector
Rio del Valle Restroom Remodel	8,910	8,910.16	\$0.00	\$ 8,910.16	100.00%	
Rio del Valle Gym Acoustics & Sound Project **	54,862	54,861.98	\$0.00	\$ 54,861.98	100.00%	
al	20,940,037					
Rio Del Norte ES						
Rio Del Norte - Kitchen Update	8,917	8,916.66	\$0.00	\$ 8,916.66		
Subtotal	8,917					
Rio Rosales ES						
Rio del Mar						
Rio del Mar Lighting Project	31,123	31,122.55	\$0.00	\$ 31,122.55		
Rio Vista Middle School						
Rio Vista MPR Lighting Project	29,022	29,021.59	\$0.00	\$ 29,021.59		
Rio Vista Modernization- Greenhouse	5,650	5,650.00	\$0.00	\$ 5,650.00		
Subtotal	34,672					
Facilities Modernization TBD	74,112					
Program Contingencies set aside	2,000,000					
Total Expenditures to Date		40,265,054.12	7,963,154.94	48,228,209.06		
Net Projected Balance as of February 28, 2022				\$26,610,162.95		
TOTAL PROJECTED BOND PROJECTS	86,747,868					

Projects currently in construction
Projects Completed

** Tentative Projects - Need Board Approval

Summary

Measure L funds continue to improve the facilities at our 9 sites. Last year we completed the new Classroom Building C at Rio del Sol. Also completed was the remodel of Building A at Rio Lindo as well as a new Staff Parking lot. Rio Del Valle Sports Field Phase I is almost finished and Phase II is ready to go out for Bid. Rio Del Valle had a portable refresh/relocation completed as well as an acoustical/sound project in the gym.

One of the major goals of Measure L is to install air conditioning at all of our sites. Architectural fees for all sites have been encumbered. Rio Del Norte was the first school to be completed this year and Rio Vista gym HVAC is just beginning. Rio Plaza and Rio Real bids are just coming in.

Updating Fire Safety systems was also prioritized and the Fire Alarm Replacement at Rio Lindo, Rio Plaza, Rio Real and Rio Del Valle have been completed. This will enhance the safety and security of our students.

Some much needed COVID related projects were also completed. This included replacing all bathroom fixtures to be touchless and HVAC Bi polar ionization and filter replacement to ensure students safety while on campus.

Measure L Bond Projects by Site

Rio Lindo: Building A, New Staff Parking Lot, Fire Alarm Replacement

Adeline Mendez, Principal: "Measure L Bond Projects at Rio Lindo has made a huge improvement in our facilities. The renovation of the Administration building, including our kitchen, MPR, staff workroom and staff lounge created a better flow in our office and much needed upgrade in our facilities. Also, our kitchen is now providing freshly cooked meals for our

students. The additional staff parking lot has relieved some of the congestion and lack of parking for staff and guests. Additionally, the Fire Alarm replacement is a necessity to maintain a safe learning and working environment”.

Río Real: Breakroom/Office Remodel, Fire Alarm Replacement, Track Improvement

Future : HVAC project for entire School

Maria Hernandez, Principal: “A very significant impact of the measure L funds at Río Real is the running path that has transformed the physical education program at Río Real. This track is used on a daily basis by students from K-8. Running is safer now that students have a dedicated and appropriate space on which to run. The Bond money from measure L has also provided a much needed upgrade to Río Real's administration building. The teacher workroom and lounge have been moved to a redesigned room (12) with adequate space for the xerox machines, mailboxes and expanded work counters. The space in the administration building has now been converted to an office for the assistant principal and small and large conference rooms. Future improvements include the installation of an HVAC system to the original/permanent buildings. Our students and staff could not be happier!”

Río Del Valle: Sports Field Master Plan Phase I, Fire Alarm Replacement, Portable Refresh and Relocation, Gym Acoustic & Sound Project

Natalie Spevak, Principal: Río del Valle Middle School has benefited greatly from the Measure L Bond. We are currently under construction and look forward to opening Phase I of the sports fields on or before this summer.

Our RDV Knights cannot wait to get out there again and enjoy the new improvements.

Rio Del Norte: Install HVAC (entire school), Classroom Ceilings Project

Leslie Pimental, Principal: "Rio del Norte staff and students now enjoy more comfortable indoor learning spaces thanks to the installation of the new HVAC system throughout the remaining classroom pod buildings. This is particularly true for some of our classrooms that have windows facing the playground area and are subject to direct sun and heat throughout the school day. The ceilings project in the classrooms looks wonderful, providing clean lines to enhance the aesthetics of the rooms and common pod area as well as providing some much needed upgrades in the lighting of those areas. Our students and staff are extremely happy with the final results".

Rio Del Sol: Completed Construction on new Building C

Ryan Emery, Principal: "We were able to finish our 3rd - 6th grade building (San Miguel). The building has 11 beautiful classrooms with two bathrooms between each classroom. The building also has a wonderful makerspace where students are able to express their creative side and work collaboratively".

Rio Vista: Install A/C in gym - just under bid

Ethan Gray, Principal: "Rio Vista staff, students, parents, and community have greatly benefited from the measure L bond funds that have been used to install air conditioning in our gymnasium. Our gym is used not only by our school, but the City of Oxnard as well. The installation of the air

conditioning is a welcome and needed addition, as the gym gets very hot and uncomfortable during warm spells. The funds from the measure L bond have been used wisely and have provided this upgrade that benefits both the Rio Vista community and community as whole”.

Ethan Gray, Principal: “The installation of new antimicrobial acoustic wall covering in the Rio Vista gym not only looks amazing, it is functional and more safe for our community. The original wall covering that was installed when the school was built was falling off the wall and was not up to the high quality standards that the community deserves. The new acoustic wall installation has dramatically improved the look of the gym as well as the sound dampening effects. In addition the material is antimicrobial for added safety and cleanliness. Measure L funds used wisely and for the improvement of the facilities that serve Rio Vista and the City of Oxnard”.

All Sites:

COVID related Plumbing - Touchless Bathroom Fixtures, Bi polar Ionization and Filter Replacement



Financial and Performance Audits
Building Fund (Measure L)
June 30, 2021

Rio Elementary School District

FINANCIAL AUDIT

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Financial Audit
Building Fund (Measure L)
June 30, 2021

Rio Elementary School District



CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Governing Board and
Citizens Oversight Committee
Rio Elementary School District
Oxnard, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Rio Elementary School District's (the District), Building Fund (Measure L), as of and for the year ended June 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measure L) of Rio Elementary School District as of June 30, 2021, and the change in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Building Fund specific to Measure L are intended to present the financial position and the change in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of Rio Elementary School District as of June 30, 2021, and the change in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 28, 2022, on our consideration of Rio Elementary School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Rio Elementary School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rio Elementary School District's internal control over financial reporting and compliance.

Handwritten signature of Eric Sautley in cursive script.

Rancho Cucamonga, California
January 28, 2022

Rio Elementary School District
Building Fund (Measure L)
Balance Sheet
June 30, 2021

Assets	
Investments	\$ 11,472,581
Accounts receivable	8,397
Prepaid expenditures	<u>8,586</u>
Total assets	<u>\$ 11,489,564</u>
Liabilities and Fund Balances	
Liabilities	
Accounts payable	<u>\$ 781,397</u>
Fund Balances	
Restricted for capital projects	<u>10,708,167</u>
Total liabilities and fund balances	<u>\$ 11,489,564</u>

Rio Elementary School District
Building Fund (Measure L)
Statement of Revenues, Expenditures, and Change in Fund Balance
June 30, 2021

Revenues	
Interest income	\$ 79,933
Decrease in the fair value of investments	(6,504)
Other local revenue	<u>4,588</u>
Total revenues	<u>78,017</u>
Expenditures	
Current	
Salaries and benefits	30,011
Supplies	1,584,679
Services	180,429
Capital outlay	<u>4,206,052</u>
Total expenditures	<u>6,001,171</u>
Net Change in Fund Balance	(5,923,154)
Fund Balance - Beginning	<u>16,631,321</u>
Fund Balance - Ending	<u><u>\$ 10,708,167</u></u>

Note 1 - Summary of Significant Accounting Policies

The accounting policies of the Rio Elementary School District Building Fund (Measure L) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), who is not an accounting standard setting body, but does produce non-authoritative guidance. The Rio Elementary School District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

Financial Reporting Entity

The financial statements include only the Building Fund of the Rio Elementary School District used to account for Measure L projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measure L. These financial statements are not intended to present fairly the financial position and results of operations of the Rio Elementary School District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Building Fund (Measure L) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The Building Fund (Measure L) is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balances reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances lapse at June 30.

Fund Balances – Building Fund (Measure L)

As of June 30, 2021, fund balance of the Building Fund is classified as follows:

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Investments

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instrument; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the Ventura County Treasury Investment Pool. The District maintains a Building Fund (Measure L) investment of \$11,472,581 with the Ventura County Treasury Investment Pool, with an average maturity of 322 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the Ventura County Treasury Investment Pool is not required to be rated, nor has been rated as of June 30, 2021.

Note 3 - Receivables

Receivables at June 30, 2021, consisted of the following:

Interest	<u>\$ 8,397</u>
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Note 4 - Accounts Payable

Accounts payable at June 30, 2021, consisted of the following:

Capital outlay	<u>\$ 781,397</u>
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Note 5 - Commitments and Contingencies

As of June 30, 2021, the Building Fund (Measure L) had the following commitments with respect to unfinished projects:

<u>Capital Projects</u>	<u>Remaining Construction Commitment</u>	<u>Expected Date of Completion</u>
Rio del Valle Portable Rehab	\$ 558,500	January 2022
Rio REal Fire Alarm System Upgrade	90,154	January 2022
Rio Plaza Fire Alarm System Upgrade	85,598	January 2022
Rio Del Valle Fire Alarm System Upgrade	57,670	January 2022
Rio Del Norte HVAC & Electrical , Ceilings	299,218	February 2022
Rio del Valle Sports Master Plan	360,587	March 2022
RDV HVAC	44,112	[1]
Rio Plaza HVAC & Electrical	212,528	[1]
Rio Real HVAC & Electrical	97,264	[1]
Outdoor Shade Structures- various sites	123,100	[2]
	<u>\$ 1,928,731</u>	

- [1] Currently in planning phase
- [2] Completion date unknown at this time

Litigation

The District's Measure L bond program is not currently a party to any legal proceedings.



Independent Auditor's Report
June 30, 2021

Rio Elementary School District



**Independent Auditor's Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

Governing Board and
Citizens Oversight Committee
Rio Elementary School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of the Rio Elementary School District (the District) Building Fund (Measure L), as of and for the year ended June 30, 2021, and the related notes of the financial statements, and have issued our report thereon dated January 28, 2022.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Building Fund specific to Measure L are intended to present the financial position and the change in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of Rio Elementary School District as of June 30, 2021, and the change in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Rio Elementary School District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rio Elementary School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Rio Elementary School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's Building Fund (Measure L) financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be, significant deficiencies or material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rio Elementary School District's Building Fund (Measure L) financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's Building Fund (Measure L) internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Building Fund (Measure L) internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ede Sully LLP

Rancho Cucamonga, California
January 28, 2022

None reported.

Rio Elementary School District
Building Fund (Measure L)
Summary of Schedule of Prior Audit Findings
June 30, 2021

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



Performance Audit
Building Fund (Measure L)
June 30, 2021

Rio Elementary School District



Independent Auditor's Report on Performance

Governing Board and
Citizens Oversight Committee
Rio Elementary School District
Oxnard, California

We were engaged to conduct a performance audit of the Rio Elementary School District (the District) Building Fund (Measure L) for the year ended June 30, 2021.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended Building Fund (Measure L) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than this specified party.

Eide Bailly LLP

Rancho Cucamonga, California
January 28, 2022

Authority for Issuance

The Measure L Bonds are issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law. The Bonds are authorized to be issued by a resolution adopted by the Board of Supervisors of the County, pursuant to a request of the District made by a resolution adopted by the Board of Education of the District on January 16, 2019.

The District received authorization at an election held on November 6, 2018, to issue bonds of the District in an aggregate principal amount not to exceed \$59,200,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55 percent of the votes cast by eligible voters within the District. The Bonds represent the first two of a series of the authorized bonds to be issued under the 2018 Authorization.

Purpose of Issuance

The Measure L general obligation bond funds of the District will be used to finance projects that will improve the quality of education; modernize outdated classrooms, restrooms and facilities; make health, safety, and security improvements; provide HVAC; upgrade technology; and construct new classrooms and libraries.

Authority for the Audit

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55 percent of the electorate. In addition to reducing the approval threshold from two-thirds to 55 percent, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in Education Code Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The school district must list the specific school facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the school district to appoint a citizens' oversight committee.

4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the Government Auditing Standards issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

Objectives of the Audit

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure L.
2. Determine whether salary transactions charged to the Building Fund were in support of Measure L and not for District general administration or operations.

Scope of the Audit

The scope of our performance audit covered the period of July 1, 2020 to June 30, 2021. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2021, were not reviewed, or included within the scope of our audit or in this report.

Methodology

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2021, for the Building Fund (Measure L). Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure L as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.

2. We selected a sample of expenditures using the following criteria:
 - a. We considered all expenditures recorded in all object codes.
 - b. We considered all expenditures recorded in all projects that were funded from July 1, 2020, through June 30, 2021, from Measure L bond proceeds.
 - c. We selected all expenditures that were individually significant expenditures based on our assessment of materiality.
 - d. For all items below the individually significant threshold identified in item 2c, judgmentally selected expenditures based on risk assessment and consideration of coverage of all object codes, and projects for period starting July 1, 2020, and ending June 30, 2021.
3. Our sample included transactions totaling \$5,817,181. This represents 97 percent of the total expenditures of \$6,001,171.
4. We reviewed the actual invoices and other supporting documentation to determine that:
 - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
 - b. Expenditures were supported by proper bid documentation, as applicable.
 - c. Expenditures were expended in accordance with voter-approved bond project list.
 - d. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District.
5. We determined that the District has met the compliance requirements of Measure L if the following conditions were met:
 - a. Supporting documents for expenditures were aligned with the voter-approved bond project list.
 - b. Supporting documents for expenditures were not used for salaries of school administrators or other operating expenses of the District.

Conclusion

The results of our tests indicated that, in all significant respects, the Rio Elementary School District has properly accounted for the expenditures held in the Building Fund (Measure L) and that such expenditures were made for authorized bond projects. Further, it was noted that funds held in the Building Fund (Measure L) and expended by the District were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004, by the State of California Attorney General.

Rio Elementary School District
Building Fund (Measure L)
Schedule of Findings and Questioned Costs
June 30, 2021

None reported.

Rio Elementary School District
Building Fund (Measure L)
Summary of Schedule of Prior Audit Findings
June 30, 2021

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

11.2



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of the Special Board Meeting of March 16, 2022.
Access	Public
Type	Minutes
Minutes	View Minutes for Mar 16, 2022 - Rio School District Special Board Meeting

Public Content

Speaker: John Puglisi, Ph.D, Superintendent

Rationale:

Staff recommends approval of the Minutes of the Special Board Meeting of March 16, 2022.

[MinSpec03162022.pdf \(46 KB\)](#)

Administrative Content

Executive Content



**Rio School District
Minutes
Special Board Meeting
March 16, 2022
Rio Vista Middle School
3050 Thames River Drive
Oxnard, CA 93036
Open Session: 4:00 p.m.**

1. Preliminary Business

1.1 Call to Order-4:00 p.m.

President Anderson opened the meeting at 4:10 p.m.

1.2 Pledge of Allegiance

President Anderson led the flag salute.

1.3 Roll Call

Trustee Bautista called the roll, President Anderson and Trustees Bautista and Armas were present.

Trustees Torres and Martinez-Cortes were absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections, additions or modifications.

2.2 Approval of the Agenda

Staff recommends approval of the agenda, as presented.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Linda Armas, Casandra Bautista, Kristine Anderson

3. Open Session 4:00 pm

3.1 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes. There were no speaker cards.

4. Information/Action

4.1 Approval of the Single Plan for Student Achievement Plans for all Sites

The Governing Board were able to visit tables for the nine sites and hear a presentation and ask questions. The Governing Board will vote to approve the plans at the regularly scheduled meeting at 5:00 p.m.

5. Adjournment

5.1 Adjournment

President Anderson adjourned the meeting at 5:08 pm.

Approved on this 20th day of April, 2022.

John Puglisi, Ph.D., Secretary

Date

Edith Martinez-Cortes, Clerk of the Board

Date

11.3



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.3 Approval of the Minutes of the Regular Board Meeting of March 16, 2022
Access	Public
Type	Minutes
Minutes	View Minutes for Mar 16, 2022 - RSD Regular Board Meeting

Public Content

Speaker: John Puglisi, Ph. D, Superintendent

Rationale:

Staff recommends approval of the Minutes of the Regular Board Meeting of March 16, 2022.

[Min03162022.pdf \(61 KB\)](#)

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
March 16, 2022
Rio Vista Middle School
3050 Thames River Drive
Oxnard, CA 93036
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

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

1. Open Session 5:00 p.m.

1.1 Call to Order

President Anderson opened the meeting at 5:14 p.m.

1.2 Pledge of Allegiance

Janessa Perez, ASB Student, Rio Vista Middle School, led the flag salute.

1.3 Roll Call

Trustee Martinez-Cortes called the roll, all present.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

President Anderson pulled items 11.8 Awarding the bid for the upgrade of school site data room backup power solution, 11.13 Approval of Project Proposal from Kenco for Rio Plaza HVAC and Electrical Upgrades Project 22-01Land 11.14 Approval of Proposal with Kenco for Rio Real HVAC and Electrical Upgrades Project 21-02L from the Consent Agenda for separate discussion and action. Also Item 10.3 Approval of Single Plan for Student Achievement for Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle needs to be amended to include Rio del Sol.

2.2 Approval of the Agenda

Staff recommends approval as amended.

Motion by Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, 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 were heard from Adam Erickson, Mary Walzer and Nicole Martin.

President Anderson adjourned the meeting into closed session at 5:35 p.m.

4. Closed Session

4.1 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.

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

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

4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and 2022/2023

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

5.1 Report of Closed Session

President Anderson reconvened the meeting at 6:44 p.m.

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

In closed session, the Board took action to approve the Settlement Agreement in the amount of \$3,608.00, to resolve all claims by employee #1660, concerning placement on the salary schedule.

In closed session, the Board took action to approve the Settlement Agreement in the amount of \$4,256.00, to resolve all claims by employee #1374, concerning placement on the salary schedule.

In closed session, the Board took action to approve the Settlement Agreement in the amount of \$4,256.00, to resolve all claims by employee #902, concerning placement on the salary schedule.

In closed session, the Board took action to approve the Settlement Agreement in the amount of \$4,214.00, to resolve all claims by employee #1443, concerning placement on the salary schedule.

In closed session, the Board took action to approve the Settlement Agreement in the amount

of \$2,165.22, to resolve all claims by employee #1677, concerning placement on the salary schedule.

In closed session, the Board took action to approve the Settlement Agreement in the amount of \$2165.22, to resolve all claims by employee #1961, concerning placement on the salary schedule.

In closed session, the Board took action to approve the Settlement Agreement in the amount of \$3,573.00, to resolve all claims by employee #1352, concerning placement on the salary schedule.

6. Public Hearing/Information

6.1 Public Hearing to Review Draft School Boundaries Maps and Provide Input Regarding the Establishment of Trustee Areas and Elections by Trustee-Areas (Elections Code 10010)

President Anderson opened the public hearing at 6:46 p.m. There were no public comments.

David Lopez, Cooperate Strategies, presented the three scenarios for trustee areas. One more public hearing will be held at the April board meeting and the Governing Board will the opportunity to vote on a scenario.

President Anderson closed the hearing at 7:07 p.m.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

7.2 Board Member Reports

Board member reports were heard from Trustee Armas and Torres.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Christie Henggler and Anne Stehly, RTA representatives, Hilda Lopez and Elena Ramirez, CSEA representatives.

7.4 Superintendent Report

Superintendent Puglisi updated the Governing Board on the RDV Sports Complex progress.

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. Public comments were heard from Rosa Balderrama and Tylere Hamm.

8. Presentations/Recognitions

8.1 Rio Vista Student Leadership Report

Ethan Gray, Principal, Rio Vista Middle School and Adam Erickson, Teacher presented the ASB students, Jenika Becerra 7th Grade, Taylor Betancourt 7th Grade, Amira Melbourne 8th Grade, Janessa Perez 7th Grade, Danae Venters 8th Grade, and Drue Venters 7th Grade.

Students shared the different activities that the ASB have participated in.

9. Information

9.1 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented the draft Summer School Plan for 2022.

9.2 Human Resources Updates

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

10. Discussion/Action

10.1 Approval and Delegation of Authority to Superintendent Relative to Interim Joint Use Agreement between the Oxnard School District and Rio School District for Oxnard School District Transportation Service Center

Staff recommends Approval and Delegation of Authority to Superintendent Relative to Interim Joint Use Agreement between the Oxnard School District and Rio School District for Oxnard School District Transportation Service Center.

Motion by Linda Armas, second by Cassandra Bautista.

Final Resolution: Motion Carries

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

10.2 Approval of CSEA Retirement Agreement

Staff recommends approval of the CSEA Retirement Agreement.

Motion by Cassandra Bautista, second by Cassandra Bautista.

Final Resolution: Motion Carries

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

10.3 Approval of Single Plan for Student Achievement for Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle

Educational Services recommends that the Board approve the Single Plan for Student Achievement/School-wide plans for the following schools: Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio del Valle, Rio Lindo, Rio Plaza, Rio Real and Rio del Sol.

Motion by Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Carries

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

10.4 Approval of the 2021/2022 Second Interim Budget

It is recommended that the Second Interim Budget be approved for 2021/2022.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

11. Consent

11.1 Approval of the Consent Agenda

Staff recommends approval as amended.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

11.2 Approval of the Minutes of the Regular Board Meeting of February 16, 2022

11.3 Approval of the Minutes of the Special Board Meeting of February 24, 2022

11.4 March Personnel Report

11.5 Ratification of the Commercial Warrant for February 9, 2022 through March 3, 2022

11.6 Approval of Rio del Valle and Rio Vista Middle School's Field Trip to Washington, D.C.

11.7 Approval of Parent Engagement Policies for all Nine Schools

11.8 Awarding the bid for the upgrade of school site data room backup power solution
Staff recommends awarding the bid to GigaKom.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

11.9 Awarding the bid for a 10 GB fiber circuit between 1800 Solar Dr. and 3050 Thames River Dr.

11.10 Approval of Resolution No. 21/22-14 for the Notice of Completion of Project #21-10L, Rio del Norte HVAC Replacements

11.11 Approval of Change Order Proposal for Additional Construction Materials Engineering and Testing Services for Rio del Valle Sports Field Complex Phase 1 Project 21-002840

11.12 Approval of the Tech Wall Proposal for Rio Vista Middle School Multi-Purpose Room

11.13 Approval of Project Proposal from Kenco for Rio Plaza HVAC and Electrical Upgrades Project 22-01L
Staff recommends Approval of Project Proposal from Kenco for Rio Plaza HVAC and Electrical Upgrades Project 22-01L.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

11.14 Approval of Proposal with Kenco for Rio Real HVAC and Electrical Upgrades Project 21-02L

Staff recommends Approval of Project Proposal from Kenco for Rio Real HVAC and Electrical Upgrades Project 21-01L

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

11.15 Approval of Extension Proposal with Kenco for DSA Inspection, Rio del Valle Phase 1 Sports Complex Project 21-12L

11.16 Approval of the Jensen Design and Survey Contract Amendment #4 for Rio del Valle Campus Expansion

11.17 Approval of Change Order #5 Los Angeles Inc., Rio del Valle Sports Complex, Phase 1, Project 21-12L

11.18 Approval of the Modification Proposal to Prepare Special Technical Studies to Support Preparation of an Environmental Impact Report for Rio del Valle Middle School Existing Campus Expansion Master Plan in the County of Ventura

12. Organizational Business

12.1 Future Items for Discussion

None were discussed.

12.2 Future Meeting Dates: April 20, 2022

13. Adjournment

13.1 Adjournment

President Anderson adjourned the meeting at 8:35 p.m.

Approved on this 20th day of April, 2022.

John Puglisi, Ph.D., Secretary Date

Edith Martinez-Cortes, Clerk of the Board Date

11.4



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.4 Ratification of the Commercial Warrant for March 4, 2022 through April 6, 2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	4,791,847.59
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 March 4, 2022 through April 6, 2022.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$4,791,847.59 which includes processing payments for all funds of the District in the following amounts for the period March 4, 2022 through April 6, 2022.

Fund 010	General Fund	\$2,439,385.62
Fund 130	Cafeteria Fund	230,549.99
Fund 212	Building Fund Measure L	\$1,929,907.28
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$22,815.23
Fund 252	CAPITAL FACILITIES COMMERCIAL	\$133,797.21
Fund 490	Capital Projects Fund for Blen	<u>\$35,798.37</u>
Total		\$2,657,025.43
Less Unpaid Tax Liability		<u>-\$406.11</u>
Total:		\$4,791,847.59

Monthly Board Report of Checks 03-04-22 to 04-06-22.pdf (127 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 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044242	03/07/2022	Ventura Co Schools SFA c/o Ath ens Admin	010-1101	2,715.98	
5009044402	03/23/2022	AMAZON CAPITAL SERVICES	010-4200	1,730.72	
5009044457	03/29/2022	Barnes & Noble Inc.	010-4200	1,841.90	
5009044593	03/31/2022	PERMA BOUND	010-4200	3,885.15	
5009044243	03/07/2022	Sandoval, Lupe	010-4300	51.06	
5009044248	03/07/2022	AMAZON CAPITAL SERVICES	010-4300	9,221.92	
5009044253	03/07/2022	C D W GOVERNMENT, INC.	010-4300	333.59	
5009044259	03/07/2022	FERGUSON ENTERPRISES # 1350	010-4300	157.65	
5009044260	03/07/2022	Fiberbuilt	010-4300	4,479.19	
5009044263	03/07/2022	Glowforge.com	010-4300	4,034.36	
5009044264	03/07/2022	Grainger	010-4300	1,564.44	
5009044269	03/07/2022	O'Reilly Auto Parts	010-4300	339.48	
5009044270	03/07/2022	OFFICE DEPOT	010-4300	1,203.92	
5009044271	03/07/2022	Pacific Equipment	010-4300	230.67	
5009044272	03/07/2022	PARKHOUSE TIRE, INC.	010-4300	1,382.24	
5009044273	03/07/2022	PAR Inc	010-4300	444.02	
5009044274	03/07/2022	PEARSON	010-4300	1,388.20	
5009044277	03/07/2022	Riverside Insights	010-4300	1,325.55	
5009044278	03/07/2022	Pacific OneSource, Inc STS education	010-4300	11,985.52	
5009044289	03/15/2022	Aguilar, Linda	010-4300	79.99	
5009044292	03/15/2022	Claudia De Jesus, DBA Amicolor	010-4300	1,930.46	
5009044293	03/15/2022	Aquaax, LLC	010-4300	3,240.00	
5009044296	03/15/2022	AUTO CITY GLASS	010-4300	375.80	
5009044297	03/15/2022	BARON INDUSTRIES	010-4300	334.47	
5009044310	03/15/2022	Grainger	010-4300	1,109.08	
5009044316	03/15/2022	MAYAN HARDWOOD, INC.	010-4300	12.03	
5009044318	03/15/2022	OFFICE DEPOT	010-4300	77.97	
5009044319	03/15/2022	PARADISE CHEVROLET	010-4300	70.62	
5009044320	03/15/2022	Pioneer Chemical Co	010-4300	252.38	
5009044322	03/15/2022	Riverside Insights	010-4300	111.44	
5009044323	03/15/2022	Rio Vista ASB	010-4300	400.00	
5009044324	03/15/2022	SC FUELS	010-4300	2,208.63	
5009044325	03/15/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	646.71	
5009044328	03/15/2022	Surfside Prints	010-4300	2,529.38	
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	010-4300	8,827.49	
5009044337	03/16/2022	AUTO CITY GLASS	010-4300	111.72	
5009044338	03/16/2022	HOME DEPOT CREDIT SERVICES	010-4300	3,018.68	
5009044341	03/16/2022	Social Thinking	010-4300	103.61	
5009044343	03/17/2022	Hernandez, Maria M	010-4300	906.41	
5009044351	03/18/2022	Lindley, Beth	010-4300	78.03	
5009044352	03/18/2022	Mosqueda, Margarita	010-4300	146.62	
5009044356	03/18/2022	Murillo, Vanessa C	010-4300	190.65	
5009044358	03/18/2022	Brandon Lewis	010-4300	259.80	
5009044360	03/18/2022	COGGS TIRE SERVICE	010-4300	23.13	

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.

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044365	03/18/2022	GOPHER SPORTS	010-4300	3,212.32	
5009044369	03/18/2022	Printcylce	010-4300	1,187.61	
5009044372	03/18/2022	Rodolfo Sandoval	010-4300	480.00	
5009044373	03/18/2022	School Datebooks, Inc.	010-4300	89.80	
5009044374	03/18/2022	Southwest School & Office Supply	010-4300	54.80	
5009044376	03/18/2022	TELCOM, INC	010-4300	70.09	
5009044379	03/18/2022	Western Psychological Services	010-4300	58.00	
5009044384	03/21/2022	CCP Industries Inc.	010-4300	176.56	
5009044388	03/21/2022	Integrated Fire and Safety	010-4300	300.00	
5009044392	03/21/2022	School Health Corporation	010-4300	336.10	
5009044394	03/21/2022	TELCOM, INC	010-4300	741.66	
5009044397	03/21/2022	Western Psychological Services	010-4300	76.91	
5009044401	03/23/2022	Airgas	010-4300	23.55	
5009044402	03/23/2022	AMAZON CAPITAL SERVICES	010-4300	6,815.55	
5009044410	03/23/2022	Lego Education	010-4300	4,918.76	
5009044411	03/23/2022	National School Forms Inc.	010-4300	183.54	
5009044412	03/23/2022	OFFICE DEPOT	010-4300	809.46	
5009044416	03/23/2022	SCHOLASTIC	010-4300	127.66	
5009044420	03/23/2022	Traffic Technologies, LLC	010-4300	98.33	
5009044423	03/24/2022	Hernandez, Maria M	010-4300	937.84	
5009044424	03/24/2022	Fleming, Mary K	010-4300	187.76	
5009044425	03/24/2022	Martin, Melanie	010-4300	62.39	
5009044432	03/25/2022	Linde Gas & Equipment Inc.	010-4300	106.75	
5009044445	03/29/2022	Lund, Jeanette	010-4300	34.92	
5009044446	03/29/2022	Hernandez, Maria M	010-4300	306.43	
5009044447	03/29/2022	Preciado, Sheryl	010-4300	81.39	
5009044453	03/29/2022	AMAZON CAPITAL SERVICES	010-4300	19.83	
5009044458	03/29/2022	BARON INDUSTRIES	010-4300	192.89	
5009044462	03/29/2022	COGGS TIRE SERVICE	010-4300	27.43	
5009044469	03/29/2022	Fence Factory	010-4300	177.53	
5009044475	03/29/2022	Grainger	010-4300	1,456.63	
5009044477	03/29/2022	MARIA HERNANDEZ	010-4300	1,887.03	
5009044480	03/29/2022	Jostens	010-4300	874.00	
5009044486	03/29/2022	Lisa Kelly dba Murals by Lisa Kelly	010-4300	1,975.00	
5009044487	03/29/2022	NASCO	010-4300	1,201.12	
5009044488	03/29/2022	OFFICE DEPOT	010-4300	192.58	
5009044494	03/29/2022	Say It Right	010-4300	204.78	
5009044495	03/29/2022	SC FUELS	010-4300	11,249.07	
5009044505	03/31/2022	AMAZON CAPITAL SERVICES	010-4300	591.16	
5009044509	03/31/2022	Aswell Trophy	010-4300	756.56	
5009044537	03/31/2022	FERGUSON ENTERPRISES # 1350	010-4300	76.31	
5009044552	03/31/2022	Grainger	010-4300	628.29	
5009044558	03/31/2022	JOHNSTONE SUPPLY	010-4300	128.42	
5009044578	03/31/2022	MONTGOMERY HARDWARE CO.	010-4300	1,306.11	
5009044583	03/31/2022	OFFICE DEPOT	010-4300	17,917.78	
5009044592	03/31/2022	PEARSON	010-4300	1,380.54	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044618	04/05/2022	AMAZON CAPITAL SERVICES	010-4300	3,610.44	
5009044620	04/05/2022	Aswell Trophy	010-4300	63.03	
5009044627	04/05/2022	Farmivore Inc	010-4300	442.50	
5009044634	04/05/2022	Lisa Kelly dba Murals by Lisa Kelly	010-4300	1,975.00	
5009044635	04/05/2022	SC FUELS	010-4300	1,816.81	
5009044637	04/05/2022	Skechers USA Inc.	010-4300	504.43	
5009044640	04/05/2022	STENHOUSE PUBLISHERS	010-4300	618.04	
5009044644	04/05/2022	THE BERRY MAN, INC.	010-4300	704.15	
5009044646	04/05/2022	Traffic Technologies, LLC	010-4300	279.95	
5009044653	04/05/2022	ZOO-PHONICS	010-4300	1,063.99	
5009044312	03/15/2022	House Sanitary Supply	010-4325	4,778.27	
5009044374	03/18/2022	Southwest School & Office Supply	010-4325	556.56	
5009044387	03/21/2022	House Sanitary Supply	010-4325	320.56	
5009044391	03/21/2022	Pioneer Chemical Co	010-4325	430.28	
5009044413	03/23/2022	Pioneer Chemical Co	010-4325	3,247.15	
5009044418	03/23/2022	Southwest School & Office Supply	010-4325	1,862.06	
5009044433	03/25/2022	Pioneer Chemical Co	010-4325	2,124.92	
5009044478	03/29/2022	House Sanitary Supply	010-4325	8.74	
5009044490	03/29/2022	Pioneer Chemical Co	010-4325	2,475.79	
5009044594	03/31/2022	Pioneer Chemical Co	010-4325	3,815.05	
5009044629	04/05/2022	House Sanitary Supply	010-4325	1,803.09	
5009044639	04/05/2022	Southwest School & Office Supply	010-4325	1,435.93	
5009044256	03/07/2022	Ewing Irrigation Products Inc	010-4360	421.57	
5009044280	03/07/2022	Smith Pipe & Supply	010-4360	1,744.12	
5009044305	03/15/2022	Ewing Irrigation Products Inc	010-4360	368.31	
5009044311	03/15/2022	Green Thumb Nursery	010-4360	157.99	
5009044324	03/15/2022	SC FUELS	010-4360	141.44	
5009044338	03/16/2022	HOME DEPOT CREDIT SERVICES	010-4360	5,261.95	
5009044407	03/23/2022	Ewing Irrigation Products Inc	010-4360	399.69	
5009044438	03/25/2022	YAMA LAWNMOWER REPAIR	010-4360	58.52	
5009044458	03/29/2022	BARON INDUSTRIES	010-4360	49.22	
5009044467	03/29/2022	Ewing Irrigation Products Inc	010-4360	1,259.78	
5009044495	03/29/2022	SC FUELS	010-4360	860.65	
5009044535	03/31/2022	Ewing Irrigation Products Inc	010-4360	561.25	
5009044588	03/31/2022	Pacific Equipment	010-4360	66.85	
5009044635	04/05/2022	SC FUELS	010-4360	267.41	
5009044647	04/05/2022	VC Metals Inc	010-4360	48.76	
5009044248	03/07/2022	AMAZON CAPITAL SERVICES	010-4400	1,498.85	
5009044268	03/07/2022	MJP COMPUTERS	010-4400	10,494.30	
5009044309	03/15/2022	GOPHER SPORTS	010-4400	216.08	
5009044392	03/21/2022	School Health Corporation	010-4400	4,639.89	
5009044401	03/23/2022	Airgas	010-4400	66.71	
5009044508	03/31/2022	Apple Inc.	010-4400	2,795.66	
5009044550	03/31/2022	GOPHER SPORTS	010-4400	122.30	
5009044583	03/31/2022	OFFICE DEPOT	010-4400	113.46	
5009044246	03/07/2022	360 Degree Customer Inc.	010-5100	88,846.75	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044378	03/18/2022	Ventura County Office of Education Business	010-5100	14,202.38	
5009044382	03/21/2022	Assistance League School	010-5100	9,078.57	
5009044449	03/29/2022	360 Degree Customer Inc.	010-5100	59,875.11	
5009044498	03/31/2022	360 Degree Customer Inc.	010-5100	3,572.00	
5009044638	04/05/2022	Soliant Health LLC	010-5100	2,951.79	
5009044645	04/05/2022	The Stepping stones Group, LLC	010-5100	9,141.22	
5009044245	03/07/2022	Castellanos, Brenda	010-5200	25.62	
5009044252	03/07/2022	LISA CASTA RRO	010-5200	475.14	
5009044327	03/15/2022	School Services Of California	010-5200	275.00	
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	010-5200	1,245.03	
5009044342	03/17/2022	Carrillo, Josefina	010-5200	32.47	
5009044344	03/17/2022	Dombrowski, Katherine	010-5200	21.29	
5009044350	03/18/2022	Carrillo, Josefina	010-5200	35.16	
5009044353	03/18/2022	Amparan, Naomi A	010-5200	46.98	
5009044354	03/18/2022	Castellanos, Brenda	010-5200	14.22	
5009044378	03/18/2022	Ventura County Office of Education Business	010-5200	100.00	
5009044426	03/24/2022	Castellanos, Brenda	010-5200	20.66	
5009044448	03/29/2022	Trammell, Lori L	010-5200	63.18	
5009044501	03/31/2022	Adam Erickson	010-5200	1,056.87	
5009044544	03/31/2022	Augustine Garcia	010-5200	421.93	
5009044579	03/31/2022	MARGARITA MOSQUEDA	010-5200	815.22	
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	010-5300	313.39	
5009044613	03/31/2022	West Ventura County Business	010-5300	800.00	
5009044367	03/18/2022	MWG MESTMAKER & ASSOCIATES	010-5450	160.00	
5009044363	03/18/2022	SOUTHERN CALIF. EDISON	010-5520	24,238.52	
5009044406	03/23/2022	SOUTHERN CALIF. EDISON	010-5520	16,617.13	
5009044429	03/25/2022	SOUTHERN CALIF. EDISON	010-5520	10,194.15	
5009044364	03/18/2022	THE GAS COMPANY	010-5530	1,563.57	
5009044628	04/05/2022	THE GAS COMPANY	010-5530	6,248.51	
5009044298	03/15/2022	California American Water	010-5540	4,722.49	
5009044348	03/17/2022	PAT-CHEM LABORATORIES	010-5540	175.00	
5009044368	03/18/2022	PAT-CHEM LABORATORIES	010-5540	175.00	
5009044377	03/18/2022	UNITED WATER CONSERVATION DIST	010-5540	3,780.53	
5009044522	03/31/2022	CITY OF OXNARD	010-5540	19,256.54	
5009044623	04/05/2022	CULLIGAN WATER	010-5540	384.00	
5009044303	03/15/2022	E J Harrison & Sons	010-5560	95.13	
5009044466	03/29/2022	E J Harrison & Sons	010-5560	250.68	
5009044286	03/07/2022	Wireless CCTV LLC	010-5600	3,000.00	
5009044301	03/15/2022	De Lage Landen Financial Servi ces, Inc.	010-5600	206.48	
5009044333	03/16/2022	Security Self Storage	010-5600	232.00	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	010-5600	1,092.00	
5009044337	03/16/2022	AUTO CITY GLASS	010-5600	192.45	
5009044651	04/05/2022	XEROX CORPORATION	010-5600	279.54	
5009044262	03/07/2022	GIBBS INTERNATIONAL	010-5610	3,174.04	
5009044337	03/16/2022	AUTO CITY GLASS	010-5610	51.64-	
5009044360	03/18/2022	COGGS TIRE SERVICE	010-5610	7.51	
5009044376	03/18/2022	TELCOM, INC	010-5610	270.00	
5009044393	03/21/2022	Sonitrol	010-5610	244.35-	
5009044438	03/25/2022	YAMA LAWNMOWER REPAIR	010-5610	59.40	
5009044451	03/29/2022	Advance Auto Parts	010-5610	424.38	
5009044553	03/31/2022	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009044427	03/24/2022	XEROX CORPORATION	010-5612	6,605.71	
5009044437	03/25/2022	XEROX CORPORATION	010-5612	1,941.19	
5009044483	03/29/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	1,849.91	
5009044563	03/31/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009044434	03/25/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	1,590.52	
5009044459	03/29/2022	Burons Pretelled Pumping	010-5620	850.00	
5009044577	03/31/2022	Graciela Mata Modesto Db a Modesto & Sons Pumping	010-5620	1,200.00	
5009044596	03/31/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	731.65	
5009044469	03/29/2022	Fence Factory	010-5630	98.33	
5009044546	03/31/2022	Giffin Equipment	010-5630	552.21	
5009044247	03/07/2022	Adam Burton	010-5800	1,400.00	
5009044261	03/07/2022	Luis Gerardo Guillen	010-5800	750.00	
5009044265	03/07/2022	Jenny L. Ponzuric	010-5800	1,200.00	
5009044267	03/07/2022	MAXIM STAFFING SOLUTIONS	010-5800	5,880.00	
5009044279	03/07/2022	SISC FINANCE	010-5800	295.50-	
5009044281	03/07/2022	Crown Castle	010-5800	2,378.75	
5009044284	03/07/2022	Ventura County Star	010-5800	2,000.02	
5009044285	03/07/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	622.00	
5009044291	03/15/2022	Alexis Coleman	010-5800	2,025.00	
5009044315	03/15/2022	Live Scan Ventura	010-5800	468.00	
5009044329	03/16/2022	Luis Gerardo Guillen	010-5800	500.00	
5009044330	03/16/2022	Michael Lorimer	010-5800	910.81	
5009044331	03/16/2022	Nee Quaison Sackey	010-5800	1,700.00	
5009044334	03/16/2022	Steve Sunnarborg	010-5800	875.00	
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	010-5800	17,124.84	
5009044339	03/16/2022	Moxi, The Wolf museum of Exploration & Innovation	010-5800	444.00	
5009044340	03/16/2022	Rio School District	010-5800	1,620.00	
5009044346	03/17/2022	John Tracy Center	010-5800	525.00	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044347	03/17/2022	Long Beach Ice Co	010-5800	2,573.25	
5009044355	03/18/2022	Serratos, Eric	010-5800	85.00	
5009044357	03/18/2022	Rodriguez, Juan Carlos J	010-5800	62.00	
5009044359	03/18/2022	Stephen Clark	010-5800	750.00	
5009044361	03/18/2022	Ralph D' Oliveira	010-5800	686.25	
5009044362	03/18/2022	Diane DeLaurantis	010-5800	3,100.00	
5009044366	03/18/2022	MAXIM STAFFING SOLUTIONS	010-5800	8,699.49	
5009044371	03/18/2022	Rio School District	010-5800	255.00	
5009044378	03/18/2022	Ventura County Office of Education Business	010-5800	4,970.14	
5009044381	03/21/2022	All Languages Interpreting	010-5800	900.00	
5009044382	03/21/2022	Assistance League School	010-5800	3,571.43	
5009044383	03/21/2022	California Lutheran University CRLP	010-5800	7,200.00	
5009044385	03/21/2022	Diane DeLaurantis	010-5800	1,200.00	
5009044386	03/21/2022	Golden State Alarms, Inc.	010-5800	6,955.00	
5009044389	03/21/2022	MAXIM STAFFING SOLUTIONS	010-5800	8,289.41	
5009044390	03/21/2022	Lisa Kelly dba Murals by Lisa Kelly	010-5800	686.25	
5009044393	03/21/2022	Sonitrol	010-5800	1,454.41	
5009044403	03/23/2022	Bertrands Music (Pedersens)	010-5800	267.37	
5009044415	03/23/2022	Santa Barbara Zoo	010-5800	337.50	
5009044417	03/23/2022	SERVICE PRO-FIRE PROTECTION	010-5800	240.00	
5009044419	03/23/2022	Steve Sunnarborg	010-5800	1,450.00	
5009044421	03/23/2022	Villa. VC Embroidery	010-5800	532.59	
5009044422	03/23/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	1,775.00	
5009044428	03/25/2022	Adam Burton	010-5800	1,300.00	
5009044435	03/25/2022	SERVICE PRO-FIRE PROTECTION	010-5800	1,055.00	
5009044441	03/28/2022	Nee Quaison Sackey	010-5800	2,250.00	
5009044452	03/29/2022	All Languages Interpreting	010-5800	350.00	
5009044454	03/29/2022	Association of Title IX Admin	010-5800	998.00	
5009044456	03/29/2022	AXIOM, INC.	010-5800	9,000.00	
5009044460	03/29/2022	CITY OF OXNARD	010-5800	115.00	
5009044461	03/29/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	265.00	
5009044463	03/29/2022	Diane DeLaurantis	010-5800	1,650.00	
5009044464	03/29/2022	Document Tracking Service,	010-5800	5,000.00	
5009044470	03/29/2022	FGL Environmental	010-5800	90.00	
5009044473	03/29/2022	Luis Gerardo Guillen	010-5800	1,250.00	
5009044474	03/29/2022	Golden State Alarms, Inc.	010-5800	3,735.43	
5009044476	03/29/2022	Haynes Education Center (NPS) Star Academy	010-5800	165.00	
5009044479	03/29/2022	HELP/SYSTEMS LLC	010-5800	368.52	
5009044481	03/29/2022	Just Communities	010-5800	1,380.00	
5009044484	03/29/2022	Laurie Singer Behavioral Srvcs	010-5800	1,785.00	
5009044485	03/29/2022	Mary Orleans	010-5800	63.06	
5009044492	03/29/2022	Rain Master Irrigation Systems	010-5800	14.95	
5009044493	03/29/2022	Santa Barbara Zoo	010-5800	530.00	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044496	03/29/2022	Crown Castle	010-5800	20,765.32	
5009044497	03/29/2022	W.O.L.F.	010-5800	2,412.00	
5009044521	03/31/2022	Christine Plasencia	010-5800	750.00	
5009044530	03/31/2022	DocuSign, Inc.	010-5800	6,196.00	
5009044556	03/31/2022	Maria Laura Hendrix	010-5800	3,400.00	
5009044567	03/31/2022	Lawrence A. Wolf	010-5800	12,996.50	
5009044574	03/31/2022	McKinley Elevator Corp.	010-5800	150.00	
5009044576	03/31/2022	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800	11,898.56	
5009044582	03/31/2022	OC Tech Innovations Corp	010-5800	852.40	
5009044587	03/31/2022	Oxnard Union High School Distr ict	010-5800	11,194.93	
5009044590	03/31/2022	PARADIGM HEALTHCARE SERVICES	010-5800	471.69	
5009044597	03/31/2022	Rio School District	010-5800	3,000.00	
5009044622	04/05/2022	TIME WARNER CABLE	010-5800	929.69	
5009044624	04/05/2022	Diane DeLaurantis	010-5800	1,650.00	
5009044630	04/05/2022	Lawrence A. Wolf	010-5800	7,344.00	
5009044631	04/05/2022	Learning Priority, Inc	010-5800	4,950.00	
5009044633	04/05/2022	MAXIM STAFFING SOLUTIONS	010-5800	7,296.20	
5009044638	04/05/2022	Soliant Health LLC	010-5800	1,872.59	
5009044642	04/05/2022	Steve Sunnarborg	010-5800	1,550.00	
5009044645	04/05/2022	The Stepping stones Group, LLC	010-5800	2,363.78	
5009044648	04/05/2022	VENTURA COUNTY SHERIFF'S DEPT. BUSINESS OFFICE	010-5800	28,570.32	
5009044650	04/05/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	927.00	
5009044652	04/05/2022	Dr. Elizabeth Yeager	010-5800	3,273.75	
5009044654	04/05/2022	Dept of the Treasury	010-5800	5,300.00	
5009044655	04/05/2022	PERFORMANCES TO GROW ON	010-5800	5,200.00	
5009044511	03/31/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	21,195.00	
5009044258	03/07/2022	FEDEX	010-5900	42.74	
5009044294	03/15/2022	AT&T	010-5900	2,117.57	
5009044295	03/15/2022	AT&T	010-5900	223.23	
5009044308	03/15/2022	Frontier Communications	010-5900	56.64	
5009044408	03/23/2022	Frontier Communications	010-5900	443.17	
5009044430	03/25/2022	Frontier Communications	010-5900	100.97	
5009044455	03/29/2022	AT&T	010-5900	67.69	
5009044472	03/29/2022	Frontier Communications	010-5900	897.93	
5009044510	03/31/2022	AT&T	010-5900	227.37	
5009044542	03/31/2022	Frontier Communications	010-5900	58.75	
5009044616	03/31/2022	Windstream	010-5900	7,578.78	
5009044619	04/05/2022	American Fidelity Assurance Co Attn Flex Acct Administration	010-8699	5,450.00	
5009044275	03/07/2022	PRINTECH	010-9320	4,549.55	
5009044279	03/07/2022	SISC FINANCE	010-9516	7,073.09	
5009044636	04/05/2022	SISC FINANCE	010-9516	7,073.09	
5009044279	03/07/2022	SISC FINANCE	010-9534	634,309.85	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044317	03/15/2022	United of Omaha Life Ins. Co.	010-9534	787.98	
5009044636	04/05/2022	SISC FINANCE	010-9534	641,175.25	
5009044279	03/07/2022	SISC FINANCE	010-9537	24,783.81	
5009044636	04/05/2022	SISC FINANCE	010-9537	18,713.81	
5009044607	03/31/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	106,568.88	
5009044299	03/15/2022	Melinda Carrillo	010-9540	780.17	
5009044499	03/31/2022	Gilbert Acosta	010-9540	2,304.90	
5009044500	03/31/2022	Maria Acosta	010-9540	2,304.90	
5009044502	03/31/2022	Marylou Almilli	010-9540	2,340.51	
5009044503	03/31/2022	SALLY ALVARADO	010-9540	2,304.90	
5009044504	03/31/2022	BARBARA ALVIDREZ	010-9540	2,304.90	
5009044506	03/31/2022	Maria Angeles	010-9540	2,304.90	
5009044507	03/31/2022	Anthony Urban	010-9540	2,304.90	
5009044512	03/31/2022	REBECCA BARBETTI	010-9540	2,340.51	
5009044513	03/31/2022	Sharon Bellman	010-9540	2,340.51	
5009044514	03/31/2022	Maria Benitez	010-9540	2,304.90	
5009044515	03/31/2022	Belinda Betancourt	010-9540	2,304.90	
5009044516	03/31/2022	SHIRLEY BROWN	010-9540	2,304.90	
5009044517	03/31/2022	Julie Burchmore	010-9540	2,340.51	
5009044518	03/31/2022	Melinda Carrillo	010-9540	2,340.51	
5009044519	03/31/2022	Carmen Carrillo	010-9540	2,304.90	
5009044520	03/31/2022	Jonathan Castillo	010-9540	2,304.90	
5009044524	03/31/2022	GAYLE COLEMAN	010-9540	2,340.51	
5009044525	03/31/2022	Teresa Blanche Contreras	010-9540	2,304.90	
5009044526	03/31/2022	John Cort	010-9540	2,340.51	
5009044527	03/31/2022	Aria B Crane	010-9540	2,340.51	
5009044528	03/31/2022	Kathleen Crowe	010-9540	2,340.51	
5009044529	03/31/2022	David Davidson	010-9540	2,340.51	
5009044532	03/31/2022	LaVerne Edgar C/O Maywood Acres Helathcare	010-9540	2,304.90	
5009044533	03/31/2022	Joanne Espinoza-Law	010-9540	2,340.51	
5009044534	03/31/2022	Catherine Espinoza	010-9540	2,304.90	
5009044536	03/31/2022	Carolee Felch	010-9540	2,304.90	
5009044538	03/31/2022	Jeanne Foster	010-9540	2,304.90	
5009044539	03/31/2022	KATHLEEN FRANKLIN	010-9540	2,340.51	
5009044540	03/31/2022	Susanne Frank	010-9540	2,340.51	
5009044541	03/31/2022	Ruth Fraser	010-9540	2,340.51	
5009044543	03/31/2022	JARREL FULLER	010-9540	2,340.51	
5009044545	03/31/2022	Claudene Garmon	010-9540	2,340.51	
5009044547	03/31/2022	Geoff Godfrey	010-9540	2,340.51	
5009044548	03/31/2022	Maria L. Godinez	010-9540	2,340.51	
5009044549	03/31/2022	Helene Gollub	010-9540	2,340.51	
5009044551	03/31/2022	CAROLYN GRACE	010-9540	2,340.51	
5009044554	03/31/2022	Susan Hamada	010-9540	2,340.51	
5009044555	03/31/2022	Milton R. Harrion	010-9540	2,340.51	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044560	03/31/2022	Harold Kennedy	010-9540	2,340.51	
5009044561	03/31/2022	Jo Ann Kennedy	010-9540	2,340.51	
5009044562	03/31/2022	Georgia Kerns	010-9540	2,340.51	
5009044564	03/31/2022	LAURA KRALL	010-9540	2,340.51	
5009044565	03/31/2022	Meredith Kruger	010-9540	2,340.51	
5009044568	03/31/2022	Christina Leonard	010-9540	2,304.90	
5009044569	03/31/2022	BEN LUCE	010-9540	2,340.51	
5009044570	03/31/2022	Marcia Marino	010-9540	2,340.51	
5009044571	03/31/2022	Joan Mayeda	010-9540	2,340.51	
5009044572	03/31/2022	APRIL MCCARTHY	010-9540	2,340.51	
5009044573	03/31/2022	Shirley McCafferty	010-9540	2,340.51	
5009044575	03/31/2022	Gail Nakamura-Meagher	010-9540	2,340.51	
5009044581	03/31/2022	Virginia Nedelev	010-9540	2,340.51	
5009044585	03/31/2022	Debbie Orosco	010-9540	2,340.51	
5009044586	03/31/2022	Phil Otero	010-9540	2,340.51	
5009044589	03/31/2022	RUDY PALAZUELOS	010-9540	2,304.90	
5009044591	03/31/2022	Pattis R. Thompson	010-9540	2,340.51	
5009044595	03/31/2022	YVONNE RAILEY	010-9540	2,340.51	
5009044598	03/31/2022	Jose Rodriguez	010-9540	2,304.90	
5009044599	03/31/2022	SALLIE SANCHEZ	010-9540	2,340.51	
5009044600	03/31/2022	Darlene Serros	010-9540	2,340.51	
5009044601	03/31/2022	Linda Shaffer	010-9540	2,340.51	
5009044602	03/31/2022	Andrea Shaub	010-9540	2,340.51	
5009044603	03/31/2022	LYNN SILVIERA	010-9540	2,304.90	
5009044604	03/31/2022	CAROL SPRACKLEN	010-9540	2,340.51	
5009044605	03/31/2022	BEVERLY STARK	010-9540	2,340.51	
5009044606	03/31/2022	Eleanor Syrett	010-9540	2,340.51	
5009044608	03/31/2022	Gwen Thomas	010-9540	2,340.51	
5009044609	03/31/2022	HELEN TORRES	010-9540	2,304.90	
5009044610	03/31/2022	Jayne Tucker	010-9540	2,340.51	
5009044611	03/31/2022	Christina Valdivia	010-9540	2,304.90	
5009044612	03/31/2022	Lenora Weinerth	010-9540	2,340.51	
5009044614	03/31/2022	Darylene Williams	010-9540	2,340.51	
5009044615	03/31/2022	Sharlene Wilson	010-9540	2,340.51	
5009044617	03/31/2022	Mike Wittlin	010-9540	2,340.51	
Total Number of Checks			347	2,439,385.62	
5009044248	03/07/2022	AMAZON CAPITAL SERVICES	130-4300	40.41	
5009044311	03/15/2022	Green Thumb Nursery	130-4300	166.61	
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	130-4300	9,523.07	
5009044338	03/16/2022	HOME DEPOT CREDIT SERVICES	130-4300	455.99	
5009044402	03/23/2022	AMAZON CAPITAL SERVICES	130-4300	54.15	
5009044412	03/23/2022	OFFICE DEPOT	130-4300	203.33	
5009044442	03/28/2022	STEVENSON'S RESTAURANT EQUIP.	130-4300	428.18	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044489	03/29/2022	P & R Paper Supply Co., Inc.	130-4300	10,918.29	
5009044495	03/29/2022	SC FUELS	130-4300	538.84	
5009044505	03/31/2022	AMAZON CAPITAL SERVICES	130-4300	73.98	
5009044583	03/31/2022	OFFICE DEPOT	130-4300	191.00	
5009044627	04/05/2022	Farmivore Inc	130-4300	86.00	
5009044635	04/05/2022	SC FUELS	130-4300	79.96	
5009044641	04/05/2022	STEVENSON'S RESTAURANT EQUIP.	130-4300	372.87	
5009044287	03/15/2022	Valdivia, Arlene R	130-4305	150.00	
5009044288	03/15/2022	Vargas, Elodia M	130-4305	150.00	
5009044290	03/15/2022	Perez, Angelita	130-4305	150.00	
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	130-4400	3,758.19	
5009044244	03/07/2022	Gutierrez, Rosaizela M	130-4710	12.25	
5009044254	03/07/2022	Dominos Pizza	130-4710	889.40	
5009044255	03/07/2022	Driftwood Dairy, Inc.	130-4710	1,282.83	
5009044257	03/07/2022	Farmivore Inc	130-4710	452.00	
5009044282	03/07/2022	SYSCO VENTURA, INC.	130-4710	9,293.13	
5009044283	03/07/2022	THE BERRY MAN, INC.	130-4710	2,403.30	
5009044302	03/15/2022	Driftwood Dairy, Inc.	130-4710	5,110.22	
5009044306	03/15/2022	Farmivore Inc	130-4710	565.00	
5009044314	03/15/2022	Laubacher Farms, inc	130-4710	1,540.00	
5009044375	03/18/2022	SYSCO VENTURA, INC.	130-4710	19,626.64	
5009044395	03/21/2022	THE BERRY MAN, INC.	130-4710	6,248.43	
5009044398	03/22/2022	Driftwood Dairy, Inc.	130-4710	6,866.25	
5009044399	03/22/2022	SYSCO VENTURA, INC.	130-4710	39,230.63	
5009044400	03/22/2022	THE BERRY MAN, INC.	130-4710	10,288.35	
5009044404	03/23/2022	CDE/CASHIER'S OFFICE	130-4710	1,664.40	
5009044405	03/23/2022	Driftwood Dairy, Inc.	130-4710	1,216.01	
5009044409	03/23/2022	Laubacher Farms, inc	130-4710	1,485.00	
5009044436	03/25/2022	SYSCO VENTURA, INC.	130-4710	10,515.86	
5009044439	03/28/2022	Driftwood Dairy, Inc.	130-4710	4,346.09	
5009044440	03/28/2022	Laubacher Farms, inc	130-4710	1,540.00	
5009044443	03/28/2022	SYSCO VENTURA, INC.	130-4710	1,834.30	
5009044444	03/28/2022	THE BERRY MAN, INC.	130-4710	7,923.55	
5009044465	03/29/2022	Driftwood Dairy, Inc.	130-4710	3,650.08	
5009044468	03/29/2022	Farmivore Inc	130-4710	129.00	
5009044531	03/31/2022	Driftwood Dairy, Inc.	130-4710	3,525.92	
5009044566	03/31/2022	Laubacher Farms, inc	130-4710	530.00	
5009044625	04/05/2022	Dominos Pizza	130-4710	45.87	
5009044626	04/05/2022	Driftwood Dairy, Inc.	130-4710	794.91	
5009044627	04/05/2022	Farmivore Inc	130-4710	635.00	
5009044643	04/05/2022	SYSCO VENTURA, INC.	130-4710	34,912.23	
5009044644	04/05/2022	THE BERRY MAN, INC.	130-4710	14,452.80	
5009044335	03/16/2022	U.S. Bank Corporate Payment Systems	130-5200	672.96	
5009044276	03/07/2022	Puretec Industrial Water	130-5600	230.16	

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Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009044321	03/15/2022	Puretec Industrial Water	130-5600	90.00	
5009044370	03/18/2022	Puretec Industrial Water	130-5600	115.08	
5009044396	03/21/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	772.84	
5009044414	03/23/2022	Puretec Industrial Water	130-5600	230.16	
5009044491	03/29/2022	Puretec Industrial Water	130-5600	460.32	
5009044649	04/05/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	447.04	
5009044427	03/24/2022	XEROX CORPORATION	130-5612	159.99	
5009044249	03/07/2022	Anna Jackson	130-5800	7,000.00	
5009044294	03/15/2022	AT&T	130-5900	16.98	
5009044295	03/15/2022	AT&T	130-5900	4.14	
			Total Number of Checks	58	230,549.99
5009044300	03/15/2022	Cyber Copy	212-5800	194.59	
5009044307	03/15/2022	Finish Line Paving	212-5800	6,150.00	
5009044380	03/21/2022	Abundance Internet Inc.	212-5800	2,720.00	
5009044450	03/29/2022	Abundance Internet Inc.	212-5800	2,052.00	
5009044469	03/29/2022	Fence Factory	212-5800	3,466.27	
5009044523	03/31/2022	Colbi Technologies, Inc	212-5800	5,000.00	
5009044345	03/17/2022	FEDEX	212-5900	123.52	
5009044251	03/07/2022	Banner Bank	212-6102	49,300.86	
5009044266	03/07/2022	Los Angeles Engineering	212-6102	936,716.38	
5009044349	03/17/2022	M/M Mechanical Inc.	212-6102	9,330.22	
5009044471	03/29/2022	Finish Line Paving	212-6102	7,050.00	
5009044621	04/05/2022	Banner Bank	212-6102	35,648.60	
5009044632	04/05/2022	Los Angeles Engineering	212-6102	677,323.38	
5009044580	03/31/2022	N/V/5 West, Inc.	212-6135	19,626.50	
5009044559	03/31/2022	KENCO CONSTRUCTION SERVICES	212-6145	14,400.00	
5009044304	03/15/2022	EJS Construction, Inc	212-6202	90,098.46	
5009044431	03/25/2022	KBZ Architects	212-6219	35,530.50	
5009044250	03/07/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	35,176.00	
5009044584	03/31/2022	DSA Office of Fiscal Services	Cancelled		645.00 *
Cancel	1	645.00	Total Number of Checks	19	1,929,907.28
5009044300	03/15/2022	Cyber Copy	251-5800	1.18	
5009044349	03/17/2022	M/M Mechanical Inc.	251-6202	22,816.41	
			Total Number of Checks	2	22,815.23
5009044639	04/05/2022	Southwest School & Office Supply	252-4300	16,155.89	
5009044336	03/16/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009044340	03/16/2022	Rio School District	252-5800	750.00	
5009044313	03/15/2022	JENSEN DESIGN & SURVEY	252-6135	6,646.88	
5009044557	03/31/2022	JENSEN DESIGN & SURVEY	252-6135	2,091.25	
5009044587	03/31/2022	Oxnard Union High School Distr ict	252-6202	95,553.19	

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

ESCAPE ONLINE

Checks Dated 03/04/2022 through 04/06/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
Total Number of Checks			6	133,797.21	
5009044332	03/16/2022	Pacific West Communities, Inc	490-5600	7,500.00	
5009044300	03/15/2022	Cyber Copy	490-5800	210.53	
5009044349	03/17/2022	M/M Mechanical Inc.	490-6201	13,268.34	
5009044326	03/15/2022	Smith Mechanical Electrical	490-6202	12,350.00	
5009044431	03/25/2022	KBZ Architects	490-6219	1,259.50	
5009044482	03/29/2022	KBZ Architects	490-6219	1,210.00	
Total Number of Checks			6	35,798.37	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	347	2,439,385.62
130	Cafeteria Fund	58	230,549.99
212	Building Fund Measure L	18	1,929,907.28
251	CAPITAL FACILITIES - RESIDENTI	2	22,815.23
252	CAPITAL FACILITIES COMMERCIAL	6	133,797.21
490	Capital Projects Fund for Blen	6	35,798.37
Total Number of Checks		413	4,792,253.70
Less Unpaid Tax Liability			406.11-
Net (Check Amount)			4,791,847.59

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.

11.5



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.5 Approval of the April Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Apr 20, 2022
Absolute Date	Apr 20, 2022
Recommended Action	Staff recommends approval of the April Personnel Report

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The April Personnel report is presented to the board for approval.

PERS Report - April 20, 2022 (1).pdf (64 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
April 20, 2022

Certificated Personnel Report

Certificated Leave of Absence:

Koga, Annie, 1st Grade Teacher, Rio del Sol,(0.4) Leave of Absence effective 22/23 School Year

Classified Personnel Report

Classified Involuntary Transfer:

Torres, Norma Laura, from Instructional Assistant/SPED, (5.75) hours, Rio Plaza to Instructional Assistant/SPED, (5.75) hours, Rio Rosales, effective 3/14/22

Classified Promotion:

Garcia-Astorga, Estela, from Account Clerk I/ASB, (4)hrs & Account Clerk II, (4) hours, District office to Account Clerk III, (8) hours, District office, effective 4/18/22

Perez, Angelita, from Food Service Worker I, (2) hours, Rio Lindo to Food Service Worker I, (4) hours, Rio Del Mar, effective 3/28/22

Prado, Amy, from After School Program Specialist, (2.4) hours, Rio Vista, to After School Program Site Coordinator, (5.5) hours, Rio Vista, effective 3/28/22

Vargas, Eliseo, from Custodian , (5) hours, Rio Real to Grounds Worker, (8) hours, MOT, effective 3/28/22

Vazquez, Sarah, from Account Clerk III, (8) hours, District office to Data Analyst, (8) hours, District office, effective 4/18/22

Classified Ratification of Employment:

Alvarez, Kenya, Student & Family Support Specialist, (5) hours, Rio Del Norte, effective 3/21/22

Flowers, Lindsey, Campus Supervision Assistant, (3.25) hours, Rio Del Mar, effective 3/21/22

Thompson, Kiana, Instructional Assistant/SPED, (5.75) hours, Rio Plaza, effective 3/14/22

Velasquez, Gabrielle. Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 3/14/22

Classified Resignation:

Gomez, Dulce, from Campus Supervision Assistant, (4.5) hours, Rio Del Mar, effective 4/1/22

Szlykowicz, Mikolay, from Campus Supervision Assistant, (2.5) hours, Rio Del Valle, effective 4/1/22

Szlykowicz, Mikolay, from Campus Supervisor, (3) hours, Rio Del Valle, effective 4/1/22

Trammell, Lori, Social Emotional & Behavior Intervention Specialist, (8) hours, District Office, effective 3/18/22

Classified Retirement:

Grande, Karen, from Instructional Assistant/SPED, (5.75) hours, Rio Del Norte, effective, 6/16/22

Medina, Diane, from Purchasing Assistant, (8) hours, District Office, effective 6/30/22

Sandoval, Lupe, from Department Manager, (8) hours, District Office, effective from 6/30/22

Torres, Emily, Bus Driver/Custodian (8) hours, MOT, effective 7/29/22

Classified Voluntary Transfer:

Henschel, Brandon, from Food Service Worker I, (2) hours, Rio Del Mar, to Food Service Worker I, (2) hours, Rio Vista, effective 3/14/22

11.6



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.6 Approval of Agreement with San Diego Office of Education for Professional Development Regarding Teacher Evaluation Processes
Access	Public
Type	Action (Consent)
Preferred Date	Apr 20, 2022
Absolute Date	Apr 20, 2022
Fiscal Impact	Yes
Dollar Amount	12,000.00
Budgeted	Yes
Budget Source	Teacher Effectiveness Grant
Recommended Action	Staff recommends approval of the agreement between the Rio School District and San Diego Office of Education.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The district has agreement with the Rio Teachers' Association to engage in two years of professional development with the San Diego Office of Education around the teacher evaluation process. This two year contract is a commitment by five teachers and five administrators to engage in professional development around research based practices. The two year process will:

- Provide Rio with an opportunity to develop an individualized, context driven, growth-based local evaluation system
- Allow Collaboration and learning between Rio Administrators and teachers and with a cohort of other districts
- Engage our staff in a team-learning process with support from local, state, and national partners
- Build labor-management relations through on-going collaboration and communication
- Develop teacher leaders through a professional development continuum
- Receive ongoing technical assistance from SDCOE

The E3 project does not use one specific model, but provides professional development based on research that has identified critical components of effective evaluation systems. The E3 project supports district teams to develop and implement the components of effective growth-based systems in their local context.

[E3 Signed Service Agreement.pdf \(566 KB\)](#)[E3 FAQ sheet 2021-22.pdf \(53 KB\)](#)

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.

Services Agreement

This Agreement, for the provision of services is entered into this [1] day of [September, 2022], by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and [Rio School District] (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing [September 1, 2022] and ending [June 30, 2024], unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

Contractor will compensate SDCOE at the rates found in Exhibit A.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to

Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times

during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defence for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Sheiveh Jones, Executive Director, Teacher Effectiveness and Preparation
6401 Linda Vista Rd
San Diego, CA 92111
858-295-8806
snjones@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor: Rebecca Rocha, Director of Human Resources, Rio School District
1800 Solar Drive
Oxnard CA 93030

1

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof.

This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

| CONTRACTOR |

By (Authorized Signature)

Rebecca Rocha

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Rebecca Rocha

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Director of Human Resources, Rio School District

Title

Date

3/24/22

Date

**EXHIBIT A
SPECIAL PROVISIONS**

A. Scope of Services.

1. PURPOSE & SCOPE.

SDCOE will be responsible for designing and facilitating a two-year multi-day series of professional learning for Rio School District participation in SDCOE's Educator Effectiveness and Evaluation (E3) program. The purpose of this work is to guide the district team in the development of a research based integrated teacher evaluation system.

Services include:

- Design, preparation and facilitation of a two-year professional development series
- Facilitation of the Academy series and work sessions
- Yr. One: Six academy sessions and 3-4 intersession meetings
- Yr. Two: Three academy sessions and 3-4 intersession meetings
- Technical assistance to district leadership and E3 stakeholder team
- All materials including training binders, professional books, articles and resources

A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:

DISTRICT shall undertake the following activities:

1. Select an 8 to 10 person team representing teachers, teachers' associations, site and district administrators and superintendent or designee. Submit names of team members and a signed commitment form.
2. Participate fully in a supported process that includes full day academy sessions and SDCOE facilitated support during on-site intersessions.
3. Attend all required academy sessions.
4. After each Academy session team members will actively participate in local implementation of Academy processes by working with a facilitator who will assist the district. During these intersessions, teams will:
 - a. Take steps as appropriate to gather input from and communicate with stakeholders
 - b. Make decisions regarding the revised model and processes of a growth model for teacher evaluation and support
 - c. Collaborate to create conditions for successful implementation and communication with stakeholders about the purpose and process.
5. As a result of participation in the E3 project, the district will work to create an evaluation system, process, and instrument that reflects research and is part of the development of a local Integrated Professional Learning System.
6. Communicate with program leadership as questions and needs arise.

1. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.

SDCOE agrees to undertake the following activities:

1. Provide a two-year professional development series through the E3 project
2. Facilitate required Academy sessions and intersession work groups
3. Yr. One: Six academy sessions and intersession meetings

4. Yr. Two: Three academy sessions and intersession meetings
5. Provide technical support to the district E3 team and district leadership
6. Provide E3 project materials including training materials, professional books, articles and resources
7. Maintain communication with district leadership through email

B. TERM OF AGREEMENT. The Term of Contract shall begin **September 1, 2022** and shall end on **June 30, 2024**.

C. COMPENSATION. The total Contract cost shall be to invoice responsible party below:

Rio School District

SDCOE E3 Project District Cost:

Two Year E3 Project (2022-2024): \$12,000 (Planning, facilitation, and resources)

EXHIBIT B
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education (“SDCOE”) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
 - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker’s COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.

SDCOE Educator Effectiveness & Evaluation (E3) Program Frequently Asked Questions

What is the E3 Program?

The SDCOE E3 Program is a progressive approach to revising teacher evaluation systems that foster continuous growth and development for educators. The E3 Program supports district and teacher leaders as they revise their current evaluation process to create a professional learning system based on teaching standards that aligns professional development to teacher goals and targets educator growth.

Who attends E3 Program?

Participating districts establish eight to ten person team with equal representation from teacher association members and site/district administrators.

What is the time commitment for participants?

Participants attend six to eight full-day academy sessions and regular on-site intersession meetings facilitated by SDCOE personnel.

Who should be on the evaluation team?

Evaluation teams should include members that represent the different stakeholders groups within the participating district.

Why would districts want to be join the E3 program?

Program Opportunities:

- Provides districts with an opportunity to develop an individualized, context driven, growth-based local evaluation system
- Collaborate and learn with a cohort of other districts
- Engage in a team-learning process with support from local, state, and national partners
- Builds labor-management relations through on-going collaboration and communication
- Develop teacher leaders through a professional development continuum
- Receive ongoing technical assistance from SDCOE

What evaluation model does the E3 program use?

The E3 project does not use one specific model.

Research has identified critical components of effective evaluation systems. The E3 project supports district teams to develop and implement the components of effective growth-based systems in their local context.

Who are the E3 program partners?

SDCOE has partnered with the following agencies and research groups to develop the E3 project: California Department of Education, California Teachers Association, WestEd, American Institutes for Research, Center on Great Teachers & Leaders.

Can a district be involved in the E3 project without teacher participation?

No.

The E3 program is designed to be a collaborative team process between district and teacher stakeholder groups. Districts are required to develop a team with equal representation from teacher association members and district/site administrators. Districts must submit a commitment form with signatures from a superintendent and the teacher association president.

Does participation in the E3 program need to be negotiated?

To participate Districts must submit an E3 commitment form with signatures from a superintendent and the teacher association president that signifies agreement to participate in the two year E3 project. Some districts write a slide letter or MOU regarding the agreement to participate in the E3 project.

What is the History of the E3 project?

2008 SDCOE Strategic Planning

2011 SPI Torlakson's *Blueprint for Great Schools*

2012 Educator Effectiveness Task Force *Greatness by Design*

2012 San Diego COE...evaluation as a process not an event, aligned with GbD. An inclusive model focused on growth

2013 CDE Sponsored Pilot Year One: California Comprehensive Assistance Center and National Great Teachers and Leaders

2014 SDCOE E3 Project

Which districts have been involved in the E3 program?

Elementary/K-8 Districts: Alpine, Cajon Valley, Chula Vista, La Mesa/Spring Valley, Lemon Grove, National City, South Bay, Julian EUSD

High School Districts: Grossmont, Sweetwater, Placer Union High School District

Unified Districts: Bonsall, Mt. Empire, San Diego Unified, Ramona, Arcadia USD, San Pasqual, Spencer Valley

County Offices: Imperial COE and San Diego COE

Charter Schools: Steele Canyon Charter High School, Helix HS Charter, Hawking Charter Schools, Discovery Charter Elementary School, SunCoast Charters, SIATech, Health Sciences, Darnall Charter School

What is the research base for the E3 program?

- CA Greatness By Design Report, CDE
- Measures of Effective Teaching Study (MET), Gates Foundation
- *Getting Teacher Evaluation Right*, Linda Darling-Hammond
- Key Features of Comprehensive Teacher Evaluation Systems, WestEd
- *Mind Shift of Teacher Evaluation*, Center for Great Teachers & Leaders

Research has identified critical components of effective evaluation systems which includes: engaging stakeholders, focusing on professional standards, using multiple measures, providing meaningful feedback, building the capacity of evaluators and aligning professional development to teacher needs.

When does the E3 program start?

New Cohort groups begin in the fall of each school year.

11.7



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.7 Approval of Agreement with Alliant University
Access	Public
Type	Action (Consent)
Absolute Date	Apr 20, 2022
Budgeted	No
Recommended Action	Staff recommends approval of the extension of MOU with Alliant University.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Rio School District and Alliant University have a long-standing relationship and agreements in place for a variety of services to assist in training and preparing future professionals for educational positions. This agreement provides terms and agreements for practicum and internships for teachers, school psychologists, or school counselors through Alliant University if there are qualified candidates enrolled in their programs.

Alliant University Rio School District-MOU-2022 (1).pdf (179 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.



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT
CORPORATION
And
Rio School District

Alliant International University, Inc., a California Benefit Corporation (the “University”), and Rio School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 01, 2022 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

Subject to the suspension of any requirements pursuant to Executive Order N-66-20 or other related Executive Orders.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
4. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
5. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
6. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
7. No Intern shall displace any fully credentialed employee in the District.
8. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
9. The District and the University, in partnership, must provide support for each Intern.
10. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
11. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
12. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
13. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
14. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss

the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.

15. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
16. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
17. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor

will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.

3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any

other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

**Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.**

Date

Address:

**10455 Pomerado Rd.
San Diego, CA 92131**

Rio School District:

Rio School District

Date

Address:

**1800 Solar Drive
Oxnard, CA 93030**

11.8



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.8 Williams Quarterly Compliant 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:

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

[UCP Quarterly Report April 30, 2022.pdf \(31 KB\)](#)

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.

11.9



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.9 3rd Quarter Williams Ventura County Office of Education Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of 3rd quarter Williams report from VCOE.

Public Content

Speaker: Oscar Hernandez

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.

609 Rio - Williams Q3 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 3 (January - March 2022)**

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 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 3 Visitations

District/School	Instructional Materials	Facilities
Rio Elementary School District		
Rio del Norte Elementary	No visit conducted in Q3	
Rio Lindo Elementary	No visit conducted in Q3	
Rio Plaza Elementary	No visit conducted in Q3	
Rio Real Elementary	No visit conducted in Q3	
Rio Rosales Elementary	No visit conducted in Q3	
Rio del Valle Middle School	No visit conducted in Q3	
Rio Vista Middle School	No visit conducted in Q3	

11.10



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.10 Approval of Rio del Valle Overnight Field Trip to Friday Night Live Youth Summit in Anaheim, CA
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,360.00
Budgeted	Yes
Budget Source	TUPE Funds
Recommended Action	Staff recommends board approval of overnight field trip for Rio del Valle students.

Public Content

Speaker: Oscar Hernandez, Asst. Superintendent Educational Services

Rationale:

Rio del Valle School Counselor, Mr. Vasquez, female chaperone and a small group of students would like to attend the Friday Night Live Youth Summit on June 18 and 19, 2022, in Anaheim, CA. Attendees consist of 6 students, 1 female chaperone and 1 school counselor.

Transportation to and from the summit will be provided by the Rio district transportation department. This is a great opportunity for the students to meet other leaders, collaborate, and plan projects. Topics will include tobacco, vaping, underage drinking, cannabis and underage gambling.

The total cost for this trip is \$3,360.00. \$2100 for registration fees, transportation and \$560 for hotel accommodations. The expenses will be paid with Tobacco Use Prevention Education (TUPE) and sponsored by Associated Student Body (ASB) and Advancement Via Individual Determination (AVID).

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.

11.11



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.11 Approval of Change Order #1 from NV5 for the installation of the shade structures at Rio Del Norte, Rio Plaza, and Rio Lindo.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,790.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that Change Order #1 from NV5 for the installation of the shade structures at Rio Del Norte, Rio Plaza, and Rio Lindo be approved.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

NV5 has been asked to add an additional work item to the project. Change Order #1 is to provide additional geotechnical responses to Regulatory Review Comments from California Geological Survey letters for Rio Del Norte, Rio Plaza, and Rio Lindo shade structure projects.

Total Cost: \$2,790.00.

[NV5 Change Order 1.pdf \(349 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board

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

Balfour Beatty Construction

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

April 1, 2022

Attn; Dr. Puglisi

Subject: Rio/Oxnard Union High School District Office, 1800 Solar
Rio School District
Oxnard, CA

Re: Install Shade Structures at Rio Del Norte, Rio Plaza & Rio Lindo Elementary Schools
NV5
Recommendation to Approve CO #1 to NV5

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #1 to NV5 for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

- 1) **PCO#1-NV5: Provide Additional Geotechnical Responses to Regulatory Review Comments from California Geological Survey Letters for Rio Del Norte, Rio Plaza & Rio Lindo Shade Structure Projects.**

\$2,790.00

Total CO #1	\$ 2,790.00
Previous Approved CO's	\$ 0
Original Contract	\$ 43,200.00
Revised Contract	\$ 45,990.00

Should you have any questions, please contact me at any time.

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036

March 17, 2022

NV5 Project No: **20-002637**

Attention: Keith Henderson
Project: RSD - Geotechnical Studies - Shade Structures
Subject: **Change Order Proposal for Post-Geotechnical Report Consulting Services / Response to Regulatory Review Comments**

Dear Mr. Henderson,

At your request, NV5 West, Inc. is providing Geotechnical Services on the referenced project. The following estimated work was out-of-scope of the original proposal.

Change Order Services

Post Geotechnical Report Consulting Services / Response to Regulatory Review Comments: Separate Response Letter for each campus: <i>Rio Del Norte E.S., Rio Plaza E.S., Rio Lindo E.S.</i>	\$ 2,790.00
Subtotal Additional Services:	\$ 2,790.00

Our currently authorized budget and the currently anticipated change order amount are summarized below.

Summary of Budget Status

Original Authorized Budget:	\$ 43,200.00
Additional Post Report Consulting charges through 1/7/2022	\$ 2,790.00
Total Requested Budget:	\$ 45,990.00
Total Requested Change Order	\$ 2,790.00

To provide authorization for this work under the terms of our existing contract, please sign and return this letter along with a revised agreement or purchase order, as appropriate.

NV5 appreciates the opportunity to provide geotechnical consulting, inspection and testing services. If you have any questions or there is any further information that we can provide for you please contact our office.

Respectfully Submitted,
NV5 WEST, INC.



Shaun Simon
Engineering Manager





August 25, 2021

Rio School District
300 E. Esplanade Drive, #1120
Oxnard, California 93036

Project No.: 114520-0002637.03

Attention: Keith Henderson

Subject: **Response to California Geological Survey Review Letter dated July 9, 2021 for Rio Del Norte Elementary School – New Shade Structure**
2500 Lobelia Drive, Oxnard, CA
CGS Application No. 03-CGS4968

References: NV5 West, Inc., September 21, 2020; Report of Preliminary Geotechnical Study, Proposed 30 ft × 100 ft Shade Structure, Rio Del Norte Elementary School, 2500 Lobelia Drive, Oxnard, California.

Dear Mr. Henderson,

NV5 West, Inc. (NV5) has prepared this letter in response to the Engineering Geology and Seismology Review letter prepared by the California Geological Survey (CGS) dated July 9, 2021. CGS reviewed the referenced NV5 report and provided comments related to items 3, 13, 14 and 20 of CGS Note 48. NV5 has reviewed these comments and provides the following responses herein.

RESPONSE ITEMS

Comments from the referenced CGS review letter are included here in italics including the CGS Note 48 item number, followed by NV5 responses.

Item 3 – Two sets of site coordinates are included in the report. The consultants should clarify the appropriate site coordinates and ensure they are used in all subsequent analyses

Response to Item 3:

The correct site coordinates for the purpose of the geotechnical reporting is Latitude: 34.233, Longitude: -119.189. The revised seismic design parameters using the correct site coordinates are attached in Appendix B. The results are essentially the same, and do not affect the parameters utilized in subsequent analyses, including liquefaction and seismic settlement analyses. In the referenced report, the seismic deaggregation analysis used the correct site coordinates.

Item 13 – The consultants classify the site soil profile as Site Class D, Stiff Soil, however, they do not provide data or calculations to justify this designation. The consultants should specifically clarify how site class was determined in accordance with ASCE 7-16, §20.4

Response to Item 13:

The site class D is based on the average N blowcounts between 15 and 50 in the exploratory borings classified as Site Class D in Table 20.3-1 of ASCE 7-16. NV5 also evaluated the shear wave velocities in the upper 30 meters based on extrapolating from N field blowcounts from our exploratory boring and using SPTPROP software by InfraGEO which provides estimates of shear wave velocity following the method in the 2004 publication by D.M. Boore titled “Estimating Vs(30) (or NEHRP Site Classes) from shallow velocity models (depths <30 m)” from Bulletin of Seismological Society of America, 94(2), pp. 591-597; and the 2010 publication by Brandenburg, S.J., et al titled “Shear Wave Velocity as a Statistical Function of Standard Penetration Test Resistance and Vertical Effective Stress at Caltrans Bridge Sites in PEER Report 201/03.

The analysis uses N field blowcounts from our exploratory boring, B-1, and estimates Vs(30) = 291 m/s. The results are attached in Appendix C.

Item 14 – The consultants should provide updated seismic parameters for the correct site coordinates. They should also ensure these parameters are appropriate for the Site Class based on their response to Item #13.

Response to Item 14:

As indicated in the response to Item #3, Site Coordinates of Latitude: 34.233, Longitude: -119.189 were used for the site. Site class remains the same based on response to Item 13 above, and updated Seismic Design Parameters are attached in Appendix B.

Item 20 – The consultants report they set groundwater at 13 feet below ground surface in their liquefaction analysis of the site, which appear to be reasonable. However, they utilize a lower earthquake magnitude than the deaggregated modal magnitude, and it appears they used a larger than reported PGA_M in their analyses of seismic settlement that is conservative and thus acceptable. Additionally, SPT blowcounts in soils containing gravels may be unreasonably higher than anticipated without additional analysis. The consultants should address the appropriateness of SPT blowcounts completed in layers containing gravels for seismic settlement calculations and provide revised analysis of seismic settlement using a more appropriate modal magnitude earthquake and PGA_M .

Response to Item 20:

Seismic Settlement analyses was performed again after updating the earthquake magnitude from the deaggregated modal magnitude, and the PGA_M . The results are presented here in Appendix D, and are the same as previous results, thus recommendations for seismic settlement do not change.

The blowcounts collected from the exploratory borings are appropriate in the layers containing gravel for seismic settlement calculations, as a) the geologist that recorded the blowcounts indicated in contemporaneous notes that the blowcounts were consistent for each six inch layer, b) blowcounts are consistent with blowcounts recorded each inch in layers containing gravel for two exploratory borings sampled to every 2.5 to 5 feet to total depths of 51.5 feet and 26.5

feet, respectively, in similar Quaternary Alluvium performed in 2017 at Rio Del Valle Middle School by the undersigned; and c) blowcounts for these referenced borings are corroborated by Cone Penetrometer Test sounding performed by another geotechnical consultant, Earth Systems, for a Gymnasium Improvements project at another portion of the Rio Del Valle Middle School property in May 1997. These exploratory borings / CPTs were performed approximately 2 miles to the east of the subject property and are attached in Appendix E. The reports referenced are:

NV5 West, Inc., May 31, 2017; Report of Preliminary Geotechnical Study, Proposed Kitchen Improvements, Rio Del Valle Junior High School, 3100 North Rose Avenue, El Rio Area of Ventura County, California.

Earth Systems Consultants, July 1997; Geotechnical Engineering Feasibility Report for Rio Del Valle Junior High School Gymnasium, 3100 North Rose Avenue, El Rio Area of Ventura County, California.

NV5 appreciates the opportunity to present this response letter. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted,
NV5 WEST, Inc.



Shaun Simon, CEG 2461, RCE 82610
Engineering Manager



M. Bruce Smith, GE 2673
Senior Geotechnical Engineer



Attachments:

- Appendix A – CGS Review Letter Dated July 9, 2021
- Appendix B – Map Based Seismic Design Parameters
- Appendix C – Evaluation of Site Class
- Appendix D – Liquefaction & Seismic Settlement Analysis
- Appendix E – Exploratory Borings / CPT Data by Others





Wael Saleh
Assistant Superintendent of Business Services
Rio School District
1800 Solar Drive
Oxnard, CA 93030

July 9, 2021

**Subject: Engineering Geology and Seismology Review for
Rio Del Norte Elementary School – New Shade Structure
2500 Lobelia Drive, Oxnard, CA
CGS Application No. 03-CGS4968**

Dear Wael Saleh:

In accordance with your request and transmittal of documents received on May 5, 2021, the California Geological Survey (CGS) has reviewed the engineering geology and seismology aspects of the consulting report prepared for the subject project at Rio Del Norte Elementary School in Oxnard. It is our understanding that this project involves construction of a new 30-foot by 100-foot shade structure. This review was performed in accordance with Title 24, California Code of Regulations, 2019 California Building Code (CBC) and followed CGS Note 48 guidelines. We reviewed the following report:

Report of Preliminary Geotechnical Study, Proposed 30 ft X 100 ft Shade Structure, Rio Del Norte Elementary School, 2500 Lobelia Drive, Oxnard, California: NV5 West Inc., 1868 Palma Drive, Suite A, Ventura, CA 93003; company Project No. 14520-0002637.03, report dated September 21, 2020, 22 pages, 5 figures, 5 appendices.

Based on our review of the data and reports presented by NV5 West Inc., the consultants provide a geotechnical assessment of engineering geology and seismology issues with respect to the proposed improvements. Based on their evaluation, the potential hazards associated with fault deformation and slope stability do not appear to be design concerns for the project. However, they have not fully addressed all the engineering geology and seismology issues at the site. Specifically, it appears additional information regarding site characterization, ground motion analysis, and seismic settlement is needed. Additional information is provided in the attached Checklist Comments.

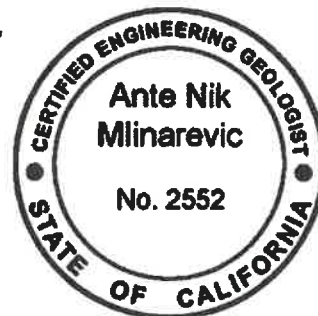
July 9, 2021

In conclusion, ***the engineering geology and seismology issues at this site are not adequately assessed in the referenced reports.*** It is recommended that additional information be provided as requested in the attached Note 48 Checklist Review Comments portion of this letter. The consultants are reminded that one copy of all supplemental documents should include the CGS application number, and should be uploaded directly to CGS at this link: <https://www.conservation.ca.gov/cgs/upload-school>. If you have any further questions about this review letter, please contact the primary reviewer at ante.mlinarevic@conservation.ca.gov.

Respectfully submitted,



Ante Mlinarevic
Engineering Geologist
PG 8352, CEG 2552



Concur:



Dr. Erik K. Frost
Senior Engineering Geologist
PG 9273, CEG 2704



Enclosures:

Note 48 Checklist Review Comments

Keyed to: *Note 48 - Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and Essential Services Buildings*

Copies to:

Scott Moors, *Certified Engineering Geologist*, and M. Bruce Smith, *Registered Geotechnical Engineer*
NV5 West Inc., 1868 Palma Drive, Suite A, Ventura, CA 93003

Todd A. Jespersen, *Architect*
KBZ Architects, Inc., 199 Figueroa St Suite 1 00A, Ventura, CA 93001

Doug Humphrey, *Regional Manager*
Division of State Architect, 355 South Grand Avenue, Suite 2100, Los Angeles, CA 90071

Note 48 Checklist Review Comments

In the numbered paragraphs below, this review is keyed to the paragraph numbers of California Geological Survey Note 48 (November, 2019 edition), *Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and Essential Services Buildings*.

Project Location

1. Site Location Map, Street Address, County Name: Adequately addressed.
2. Plot Plan with Exploration Data with Building Footprint: Adequately addressed.
3. Site Coordinates: **Additional information is requested.** Two sets of site coordinates are included in the report. The consultants should clarify the appropriate site coordinates and ensure they are used in all subsequent analyses.

Engineering Geology/Site Characterization

4. Regional Geology and Regional Fault Maps: Adequately addressed.
5. Geologic Map of Site: Not provided by the consultants but not considered critical for this project.
6. Geologic Hazard Zones: Adequately addressed. The consultants report the site is not located within an Alquist-Priolo Earthquake Fault Zone or a Zone of Required Investigation (ZORI) for earthquake-induced landslides. They also report the site is located within a ZORI for liquefaction. The data presented appears to be reasonable.
7. Subsurface Geology: Adequately addressed. The consultants report the site is underlain by younger Quaternary alluvium consisting of silts, sands and gravels. They report groundwater was encountered at a depth of 33 feet during their investigation. The consultants utilized boring information from two hollow-stem auger borings drilled to a maximum depth of 51.5 feet.
8. Geologic Cross Sections: Not provided by the consultants but not considered critical for this project.
9. Geotechnical Testing of Representative Samples: Adequately addressed.
10. Consideration of Geology in Geotechnical Engineering Recommendations: Adequately addressed. The proposed CIDH foundation recommendations appear to address the geologic conditions at the site. However, the CGS reviewers are not geotechnical engineers, and cannot review the foundation design recommendations.
11. Conditional Geotechnical Topics: Not applicable.

Seismology & Calculation of Earthquake Ground Motion

12. Evaluation of Historic Seismicity: Adequately addressed.
13. Classify the Geologic Subgrade (Site Class): **Additional information is requested.** The consultants classify the site soil profile as Site Class D, Stiff Soil, however, they do not provide data or calculations to justify this designation. **The consultants should specifically clarify how site class was determined in accordance with ASCE 7-16, §20.4.**
14. General Procedure Ground Motion Analysis: **Additional information is requested.** The consultants should provide updated seismic parameters for the correct site coordinates. They should also ensure these parameters are appropriate for the Site Class based on their response to Item #13.

15. Site-Specific Ground Motion Hazard Analysis: Not applicable.
16. Deaggregated Seismic Source Parameters: Adequately addressed.
17. Time Histories of Earthquake Ground Motion: Not applicable.

Fault Rupture Hazard Evaluation

18. Active Faulting & Coseismic Deformation Across Site: Adequately addressed. The consultants report the closest established Earthquake Fault Zone to the site is for the Wright Road Fault, located approximately 2.9 miles to the northeast. They conclude the possibility of fault rupture beneath the proposed development is considered low. The data appears to support their conclusion.

Liquefaction/Seismic Settlement Analysis

19. Geologic Setting for Occurrence of Liquefaction: Adequately addressed. The consultants report the site is located within a mapped liquefaction hazard zone underlain by generally dense sandy alluvial sediments with historic high groundwater depth of approximately 13 feet. The data presented appear to be reasonable.
20. Seismic Settlement Calculations: **Additional information is requested.** The consultants report they set groundwater at 13 feet below ground surface in their liquefaction analysis of the site, which appear to be reasonable. However, they utilize a lower earthquake magnitude than the deaggregation modal magnitude, and it appears they used a larger than reported PGA_M in their analyses of seismic settlement that is conservative and thus acceptable. Additionally, SPT blowcounts in soils containing gravels may be unreasonably higher than anticipated without additional analysis. The consultants should address the appropriateness of SPT blowcounts completed in layers containing gravels for seismic settlement calculations and provide revised analysis of seismic settlement using a more appropriate modal magnitude earthquake and PGA_M .
21. Other Liquefaction Effects: Not applicable.
22. Mitigation Options for Liquefaction/Seismic Settlement: Not applicable.

Slope Stability Analysis

23. Geologic Setting for Occurrence of Landslides: Adequately addressed. The consultants report the site is not located near slopes that may be subject to instability. They conclude the hazard associated with slope instability is considered low. The data presented appears to support this conclusion.
24. Determination of Static and Dynamic Strength Parameters: Not applicable.
25. Determination of Pseudo-Static Coefficient (K_{eq}): Not applicable.
26. Identify Critical Slip Surfaces for Static and Dynamic Analyses: Not applicable.
27. Dynamic Site Conditions: Not applicable.
28. Mitigation Options/Other Slope Failure: Not applicable.

Other Geologic Hazards or Adverse Site Conditions

29. Expansive Soils: Adequately addressed. The consultants report the site soils are expected to have a very low expansion potential, which appears to be reasonable based on the laboratory test results presented.
30. Corrosive/Reactive Geochemistry of the Geologic Subgrade: Adequately addressed. The consultants report the site soils have a low corrosion potential to ferrous metals and are not

considered corrosive to reinforced concrete, which appears to be reasonable based on the laboratory test results presented.

31. Conditional Geologic Assessment: Adequately addressed. No significant conditional hazards of potential concern were identified by the consultants.

Report Documentation

32. Geology, Seismology, and Geotechnical References: Adequately addressed.
33. Certified Engineering Geologist: Adequately addressed.
Scott Moors, Certified Engineering Geologist #1901
34. Registered Geotechnical Engineer: Adequately addressed.
M. Bruce Smith, Registered Geotechnical Engineer #2673

11.12





Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.12 Approval of Resolution No. 21-22/15 Declaring the Futility of Publicly Bidding and Ratify Change Order #6, work on the District's Project No. 21-12L for the Rio Del Valle Phase 1 Sports Field
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	88,199.51
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve the Resolution No. 21-22/15 Declaring the Futility of Publicly Bidding and Ratify Change Order #6, work on the District's Project No. 21-12L for the Rio Del Valle Phase 1 Sports Field

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

BACKGROUND INFORMATION:

On September 15, 2021, the Board awarded a contract for the Middle School Sports Field Project with an original contract amount of \$4,816,000.00. Over the course of the project several change orders totaling \$434,351.94. The latest change order was for sub-contractor Los Angeles Engineering Inc. to add additional topsoil for Grass Playfields at Rio Del Valle School for \$88,199.51. This amount brings the total revised contract to \$5,338,551.45. Staff can negotiate scope and price increases up to a maximum of a 10% increase in the total project. This latest change order - staff predicts will exceed the 10% threshold. Projects regarding top soil and land historically have unforeseen conditions that can add 10% or more to the project costs. We anticipate the total project increase to be approximately 10.85% of the original contract value. The District has experienced significantly challenging and costly existing unknown cost increases on this project because of National delays with the supply chain, inflation and the rapid increase in fuel costs.

TIME IMPACT: All of the items above were unforeseen at the start of the project and are therefore a compensable time extension will need to be issued to the contractor. The increased costs account for approximately 10.85% of the cost increase to the original contract value of \$4,816,000.00. When a project has more than a 10% change order total, counsel states that a futility resolution is needed. Attached to this cover memo is that futility resolution.

POLICY/CODE:

California Public Contract Code 20110- 20118.

Change Order #6 Los Angeles Engineering.pdf (209 KB)

RIO SD Futility Resolution 21-22-15.pdf (562 KB)

Administrative Content

Executive Content

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

Balfour Beatty

Construction

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

April 04, 2022

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 #6 to Los Angeles Engineering, Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #6 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. 6 Los Angeles Engineering, Inc:

- a) RFCO#023: Provide Additional Topsoil for Grass Playfields
Cost: \$88,199.51

PCO No.6 Total Cost: \$88,199.51

Total CO #6	\$ 88,199.51
Previous Approved CO's	\$ 434,351.94
Original Contract	\$ 4,816,000.00
Revised Contract	\$ 5,338,551.45

Should you have any questions, please contact me at any time.

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty

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

**CO 6
4-04-2022**

PROJECT NO: RSD 21-12L

CO NO: 6

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	\$ 434,351.94
This Change Order	\$ 88,199.51
Adjusted Contract Amount	\$ 5,338,551.45

TIME:

Original Contract Completion Date	February 2022
Previously Approved Completion Extension Days	25
Completion Days Extension this Change Order	10
Adjusted Contract Completion Date	April 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 4/4/2022

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

CO #6
 4/4/2022

Original Contract \$ 4,816,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
RFCO#23	LAENG	Provide 1,500 Yards of Additional Certified Top Soil to Complete Remaining Grading & Earthworks for Hydro-Seeding at RDV	During Final Grading and Earthworks to Complete the Rio Del Valle Sports Field Complex Project, it was discovered that additional quantity of top soil will be required to complete the remaining earthwork required to go over the Gopher Mesh and to elevate the site to meet the Civil Engineering Design and Storm Water Run Off requirements at the east side of the new field.	\$ 88,199.51

Total CO #6	\$ 88,199.51
Previous Approved CO's	\$ 434,351.94
Original Contract	\$ 4,816,000.00
Revised Contract	\$ 5,338,551.45



REQUEST FOR CHANGE ORDER # 023

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 cost associated with purchasing 1500cy's of Class A top soil to complete the infill of the field.

** 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: \$ 88,199.51

- 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: 3/16/2022

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)	\$ 79,387.50	
Equipment (See attached supporting documentation)	\$ -	
	Subtotal:	\$ 79,387.50

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	\$ 7,938.75
General Contractor's <u>5.00%</u> Overhead and Profit of Subcont.	\$ -
General Contractor's Bond at <u>1%</u> % of subtotal	\$ 873.26

GRAND TOTAL: \$ 88,199.51

**GOVERNING BOARD OF THE RIO SCHOOL DISTRICT
RESOLUTION NO. 21-22/15 DECLARING THE FUTILITY OF PUBLICLY BIDDING PROPOSED
CHANGE ORDER FOR WORK ON THE DISTRICT'S PROJECT 21-12L AND RATIFYING CHANGE
ORDER NO. 6 WITH LOS ANGELES ENGINEERING, INC.**

WHEREAS, on or about September 15, 2021 the Rio School District ("District"), after formal public bidding, entered into a contract with Los Angeles Engineering, Inc. for furnishing of all labor, materials, mechanical workmanship, transportation, equipment and services necessary for the New Sports Fields project located at Rio Del Valle Middle School in the Rio School District, Oxnard, California ("Project"); and

WHEREAS, the original contract amount was \$4,816,000; and Change Orders have increased the contract amount by \$522,551.45 ("Contract Price"); and

WHEREAS, this Project was originally designed in 2021, and there have been an unusual amount of unknown National and International factors which were not anticipated at the time the contract was signed which have caused a substantial increase in costs; and

WHEREAS, a significant increase in inflation costs, including an unplanned significant increase in fuel costs resulting from unanticipated International factors are causing the transportation of additional soil costs to the project to increase a significant amount; and

WHEREAS, the District and Contractor have held initial negotiations on the proposed additional change orders to date for the project and those changes will likely exceed the 10% threshold set forth in the California Public Contract Code 20110-20118; and

WHEREAS, District staff believes that the final negotiated Change Order price to perform the work will be reasonable; and

WHEREAS, District staff believes that rebidding the project while the job was underway and awarding it to an entity other than the Contractor would have created massive disruption and a potential claim with the Contractor on completing his base scope of work; and

WHEREAS, District staff believes that a new contractor performing the Work would have caused waste and delay, which would be at an additional expense to the District; and

WHEREAS, District staff believes that bringing in new contractors to perform any of this work would have created coordination and interference problems with the Contractor; and

WHEREAS, District staff believes that if the District were to have bid any of this Work to another Contractor, the prices of those bids would be more than the price of Contractor's Change Order because Contractor is already mobilized on the Project and Contractor's costs to perform the project and would remain lower than other contractors' who may bid on the Work; and

WHEREAS, Public Contract Code section 20111 states that a school district is required to competitively bid any public works project with a contract value over \$15,000; and

WHEREAS, Public Contract Code section 20118.4 states that a school district may, "authorize the contractor to proceed with performance of the change or alteration [to a contract] without the formality of securing bids, if the cost so agreed upon does not exceed the greater of: (a) The amount specified in Section 20111 ...; or (b) Ten percent of the original contract price"; and

WHEREAS, notwithstanding Public Contract Code sections 20111 or 20118.4, California courts allow a narrow exception to the public bidding law in circumstances in which it would be futile, undesirable or impractical and would cause additional delay and additional cost (*Los Angeles Dredging Company v. City of Long Beach* (1930) 2 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 635-637); and

WHEREAS, California law also provides that, “[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685,694); and

WHEREAS, the bidding of any portion of the added Work will not affect the final result to the District except to further increase the cost of the Project; and

WHEREAS, bidding the increased scope of the Work would not have produced an advantage to the District; and

WHEREAS, bidding the work for Change Order No. 6 would be futile and would not serve the purposes of competitive bidding.

NOW THEREFORE, the Board of Education of the Rio School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the reasons stated above, public bidding of the increased scope of Work would not have produced an advantage to the District; instead, produces a net burden and distinct disadvantages to the District.
3. That the cost of the Change Order is commercially reasonable and competitive with market prices.
4. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the increased scope of Work.
5. That bringing in a new contractor to perform the work necessitated by the increased cost would create coordination and interference problems with the work currently being performed.
6. That the District’s Board hereby ratifies the already negotiated Change Orders to accept the increased cost of the Project and to resolve several outstanding disputes concerning added Work without further advertising for or inviting of bids as stated above.
7. That the District’s Superintendent or designee is authorized to take all steps and perform all actions necessary to approve, execute and implement that Change Order.

PASSED AND ADOPTED by the Board of Education of the Rio School District, City of Oxnard, County of Ventura, State of California, this 20th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

ATTEST:

Clerk of the Board of Education of the Rio School District

Edith Martinez Cortes

11.13



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.13 Approval of Change Order #2 from Venco Electric for a Fire Rated Access Panel at Rio Del Valle.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,858.03
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	Staff recommends Approval of Change Order #2 from Venco Electric for a Fire Rated Access Panel at Rio Del Valle.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

During the Fire Alarm System Installation at Rio Del Valle, it was determined that an additional fire alarm device would need to be installed in the Ceiling of the Conference Room #116 in Building B for student and staff safety purposes.

Venco Change Order #2.pdf (183 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board

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

Balfour Beatty

Construction

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

April 04, 2022

Attn: Dr. Puglisi

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

Re: Project 21-08L Campus Wide Fire Alarm at Rio Del Valle Middle School
Venco Electric
Recommendation to Approve CO #2 to Venco Electric

Dear Dr. Puglisi,

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

1) Venco C/O Proposal #2

- A) COP#5 Cost/Credit Change Order for the Addition of one Fire Rated Access Panel in Conference Room 116 in Building B at Rio Del Valle.
COP#5 Cost \$1,858.03**

Total CO #2	\$ 1,858.03
Previous Approved CO's	\$ 53,537.93
Original Contract	\$ 405,000.00
Revised Contract	\$ 460,395.96

Should you have any questions, please contact me at any time.

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty

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

**CO 2
4-04-2022**

PROJECT NO: RSD 21-08L

CO NO: 2

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

CONTRACTOR: Venco Electric

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 405,000.00
Previous Approved Change Orders	\$ 53,537.93
This Change Order	\$ 1,858.03
Adjusted Contract Amount	\$ 460,395.96

TIME:

Original Contract Completion Date	August 2021
Previously Approved Completion Extension Days	180
Completion Days Extension this Change Order	120
Adjusted Contract Completion Date	June 2022

IT IS AGREED BY THE CONTRACTOR THAT THE AMMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

Contractor: Venco Electric

By _____

By _____

Date _____

Date _____

District Architect; KBZ Architects

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 4/4/2022

PCO to Contract
Rio Bid RSD #21-08L

Rio School District

CO #2

Project No RSD 21-08L

Campus Wide FA at Rio Del Valle Middle School

Original Contract

\$ 405,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
COP#5	Venco	Install Fire Rated Access Panel In Building B Conference #116 Room for FA Device Access	During Fire Alarm System Installation at Rio Del Valle, It was determined that an Additional Fire Alarm Device would need to be installed in the Ceiling of the Conference Room #116 in Building B at Rio Del Valle	\$ 1,858.03

\$ 1,858.03

Total CO #2

\$ 1,858.03

Previous Approved CO's

\$ 53,537.93

Original Contract

\$ 405,000.00

Revised Contract

\$ 460,395.96

VENCO ELECTRIC, INC.

Lic #446770 C-10
2360 Sturgis Road, Ste #D
Oxnard, CA 93030
Phone (805) 278-1922
Fax (805) 278-1959
Email: vencoelectric@verizon.net

C/O Proposal #5

Page No. 1 of 3 Pages
Job Name: RDV FA
Location: OXNARD, CA

ATTN: KEITH HENDERSON

Date: 03/28/2022

To: BALFOUR BEATTY

We hereby submit specifications and estimates for:

BUILDING B ADDITIONAL ACCESS PANEL 14 x 24 WOOD FRAME IN ROOM 116 CONFERENCE.

Sub	-	\$1,485.00
<u>Labor</u>	-	<u>\$204.12</u>
Subtotal	-	\$1,689.12
<u>OH&P</u>	-	<u>\$168.91</u>
Total	-	\$1,858.03



WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of: **\$1,858.03**

Payable as follows: _____

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Roy Martin

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

11.14



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.14 Request for Board Approval to Award Project 22-02L at Rio Real Elementary School for the HVAC and Electrical Replacement to EJS Construction.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,503,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Request for Board Approval to Award Project at Rio Real Elementary School for the HVAC and Electrical Replacement to EJS Construction be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Rio School District Project #22-02L for the HVAC and Electrical Replacement at Rio Real should be awarded to the lowest responsive bidder. The bids that were submitted are as follows:

Contractor	Total Bid
EJS Construction	\$1,503,000.00
Smith MEP	\$1,632,000.00
Ardalan Construction	\$1,687,000.00
Monet Construction	\$1,829,000.00
Waisman Construction	\$1,882,000.00
Bon Air Inc.	\$1,926,000.00

The lowest responsive bidder is EJS Construction.

[EJS Construction Bid #22-02L.pdf \(163 KB\)](#)

Administrative Content

Executive Content

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

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

April 4th, 2022

Subject: Request for Board Approval to Award Project at Rio Real Elementary School

Re: RSD Project #22-02L Rio Real HVAC & Electrical Replacement, Oxnard, Ca.
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids for RSD Project #22-02L Rio Real HVAC & Electrical Replacement, Oxnard, Ca. The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by September 15, 2022.

CONTRACTOR	BASE BID	Add Alternate (Not accepted)	Total Bid
<i>EJS Construction</i>	\$1,503,000.00	n/a	\$1,503,000.00
Smith MEP	\$1,632,000.00	n/a	\$1,632,000.00
Ardalan Construction	\$1,687,000.00	n/a	\$1,687,000.00
Monet Construction	\$1,829,000.00	n/a	\$1,829,000.00
Waisman Construction	\$1,882,000.00	n/a	\$1,882,000.00
Bon Air Inc.	\$1,926,000.00	n/a	\$1,926,000.00

It is our recommendation that the Rio School District, per authorization by the Board of Education at its April 20th, 2022 board meeting, proceed with issuing a Notice of Award to EJS Construction, Inc.

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty Construction

cc. Wael Saleh Rio S.D.
Dennis Kuykendall BBC

SECTION 00210

BID FORM

TO: RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 1800 Solar, 3rd Floor, Oxnard, CA 93036.

FROM: EJS Construction, Inc.
(Name of Bidder as listed on License)
4998 Foothill Road
(Address)
Carpinteria, CA 93013
(City, State, Zip Code)
805-684-6381 805-684-6312
(Telephone) (FAX)
Paul Sanchez - President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Rio Real Elementary School HVAC & Electrical Replacement 22-02L.

1.1 in accordance with the Contract Documents for the sum of:

"Total" Base Bid: Rio Real Elementary School HVAC & Electrical Replacement
RSD Project # 22-02L

ONE Million Five Hundred and THIRTY thousand Dollars (\$ 1,503,000.00)
(Amount in Words) (In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

1.2 **Alternate Bid Items Proposal.** Bidders must provide a proposal price for each additive or deductive alternate bid item set forth herein; failure to do so will result in rejection of the bid proposal for non-responsiveness. After the public opening and reading of the

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.

bids, the District will in its sole and exclusive discretion select all, some or none of the additive or deductive alternate bid items for inclusion in the Contract awarded hereunder. The foregoing notwithstanding, if the District elects to include some, but not all of the alternate bid items in the Contract to be awarded hereunder, the selection of such alternate bid items will be by priority, as follows:

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

Add/Alternate Bid No. 1

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

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

Addenda No. 1, dated 3/7/22 through No. _____, dated _____, received, acknowledged and incorporated into this bid.

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

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

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

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

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

4. Award of Contract. It is understood and agreed that if written notice of the acceptance of

this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code § 7000, *et seq.*, under the following:

License Number: 50947
 Class B Expiration date 7/31/22 Class _____ Expiration date _____
 Class _____ Expiration date _____ Class _____ Expiration date _____

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

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

(In addition, refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractor's list

END OF SECTION

of the contract documents.)

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

(Corporate Seal)



Signature of Bidder's Authorized Representative

Paul Sanchez

Typed or Printed Name

President

Title

Paul@ejsinc.com

E-mail Address of Bidder's Authorized Representative

1000011020

Department Of Industrial Relations Registration Number

3/7/2022

Date

11.15



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.15 Request for Board Approval to Award Project 22-01L at Rio Plaza Elementary School for the HVAC and Electrical Replacement to EJS Construction.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,200,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Request for Board Approval to Award Project #22-01L at Rio Plaza Elementary School for the HVAC and Electrical Replacement to EJS Construction be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Rio School District Project #22-01L for the HVAC and Electrical Replacement at Rio Plaza should be awarded to the lowest responsive bidder. The bids that were submitted are as follows:

Contractor	Total Bid
EJS Construction	\$2,200,000.00
Bon Air	\$2,272,000.00
Ardalan Construction	\$2,364,000.00
Waisman Construction	\$2,467,000.00
SBS Corp	\$2,695,000.00

The lowest responsive bidder is EJS Construction.

[Bid for Plaza HVAC \(EJS\).pdf \(319 KB\)](#)

Administrative Content

Executive Content

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

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

April 4th, 2022

Subject: Request for Board Approval to Award Project at Rio Plaza Elementary School

Re: RSD Project #22-01L Rio Plaza HVAC & Electrical Replacement, Oxnard, Ca.
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids for RSD Project #22-01L Rio Plaza HVAC & Electrical Replacement, Oxnard, Ca. The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by September 15, 2022.

CONTRACTOR	BASE BID	Add Alternate (Not accepted)	Total Bid
<i>EJS Construction</i>	\$2,200,000.00	n/a	\$2,200,000.00
Bon Air Inc.	\$2,272,000.00	n/a	\$2,272,000.00
Ardalan Construction	\$2,364,000.00	n/a	\$2,364,000.00
Waisman Construction	\$2,467,000.00	n/a	\$2,467,000.00
SBS Corp	\$2,695,000.00	n/a	\$2,695,000.00

It is our recommendation that the Rio School District, per authorization by the Board of Education at its April 20th, 2022 board meeting, proceed with issuing a Notice of Award to EJS Construction, Inc.

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty Construction

cc. Wael Saleh Rio S.D.
Dennis Kuykendall BBC

SECTION 00210

BID FORM

TO: RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 1800 Solar, 3rd Floor, Oxnard, CA 93036.

FROM: EJS Construction, Inc.
(Name of Bidder as listed on License)
4998 Foothill Road

(Address)
Carpinteria, CA 93013

(City, State, Zip Code)
805-684-6381 805-684-6312

(Telephone) (FAX)

Paul Saucedo President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Rio Plaza Elementary School HVAC & Electrical Replacements Project #22-01L in accordance with the Contract Documents for the sum of:

"Total" Base Bid: Rio Plaza Elementary School HVAC & Electrical Replacements Project #22-01L

Two million, two hundred thousand and no/100 Dollars (\$ 2,200,000)
(Amount in Words) (In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

1.2 Alternate Bid Items Proposal. Bidders must provide a proposal price for each additive or deductive alternate bid item set forth herein; failure to do so will result in rejection of the bid proposal for non-responsiveness. After the public opening and reading of the

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.

bids, the District will in its sole and exclusive discretion select all, some or none of the additive or deductive alternate bid items for inclusion in the Contract awarded hereunder. The foregoing notwithstanding, if the District elects to include some, but not all of the alternate bid items in the Contract to be awarded hereunder, the selection of such alternate bid items will be by priority, as follows:

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

Add/Alternate Bid No. 1

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

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

Addenda No. 1, dated 3/3/22 through No. 2, dated 3/7/22, received, acknowledged and incorporated into this bid. #3 - 3/7/22.

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

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

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following:
00210 Bid Form
00215 Designation of Subcontractors
00218 Contractors Registration Certification (DIR)
00220 Non-Collusion Affidavit
00222 Certification of Prevailing Wage
00230 Contractor's Statement of Experience
00240 Acknowledgment of Bidding Practices Regarding Indemnity
00300 Bid Bond

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

4. Award of Contract. It is understood and agreed that if written notice of the acceptance of

this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number: 560947
 Class B Expiration date 7/31/2022 Class _____ Expiration date _____
 Class _____ Expiration date _____ Class _____ Expiration date _____

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

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

(In addition, refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractor's list

of the contract documents.)

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



Signature of Bidder's Authorized Representative

(Corporate Seal)

Paul Sanchez

Typed or Printed Name

President

Title

Paul@ejsinc.com

E-mail Address of Bidder's Authorized Representative

1000011020

Department Of Industrial Relations Registration Number

3/7/2022

Date

PS

END OF SECTION

11.16



Agenda Item Details

Meeting	Apr 20, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.16 Approval of Extension #2 of the Proposal from Kenco for DSA Inspection of the Rio Del Valle, Phase I, Sports Complex
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,060.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	Staff recommends the approval of the Extension #2 of the Proposal from Kenco for DSA Inspection of the Rio Del Valle, Phase 1, Sports Complex

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The request for an extension of time is for the Rio Del Valle Phase 1 Sports Field Complex, to March 31, 2022. The additional month will provide the time needed for the Inspection to be completed.

Kenco Extention to Proposal.pdf (144 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.



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

“Building Safer Schools”

Extension #02 Proposal for DSA Inspection.

Date: 04-04-22

Project Client: Rio School District
2500 Vineyard Ave. #100
Oxnard, Ca. 93030

Proposed Projects: **Rio Del Valle, Phase 1, Sports Complex**

DSA App. Number: Pending DSA File # pending

Scope of Work: Final Extension proposal for One DSA Certified Inspector for the inspections of the Phase 1 – Sports Complex. This includes the relocation of the track and field, new playing fields, basketball courts, Parking lot at Rose Ave. and perimeter fencing. All associated work per the approved drawings are included.

Project Rate: Estimated Extension date **February 1st to March 31st, 2022**
The PO extension was short..... **\$ 3,060.00**

Total Project Estimate: \$ 3,060.00

NOTE: This proposal is estimated on a full-time bases of 8 hrs. per day. Be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and 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 \$135.00 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 **February 1st, 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 **\$90.00 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 Ken Hinge

Ken Hinge, President
 KENCO Construction Services, Inc.
 Date: 04-04-22

X Edward Galih

District Authorized Agent
 Rio School District
 Date: 4/5/22

