



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

August 17, 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
Felix Eisenhauer**

2.0



Wednesday, August 17, 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 Conference with Legal Counsel – anticipated litigation, pursuant to Gov. Code § 54956.9 (d) (2). Number of matters: 2
- 4.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Portion of 2600 N. Rose Avenue, Oxnard, CA (APN: 144-0-110-590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC and Berkshire Investments, LLC Under Negotiation: Price and Terms of Payment
- 4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.4 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
- 4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023

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

- 5.1 Report of Closed Session

6. Public Hearing

6.1 Notice of the Proposed Adoption of Developer Fee Justification Study and Statutory Mitigation Fees on Residential and Commercial Industrial Development Government Code Section 65995

7. Communications

- 7.1 Acknowledgement of Correspondence to the Board

7.2 Board Member Reports

7.3 Organizational Reports-RTA/CSEA/Other

7.4 Superintendent Report

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

8. Information

8.1 Business Services Report

8.2 Educational Services Report

8.3 Human Resources Updates

9. Discussion/Action

9.1 Approval of Salary Increase for Confidential Employees

9.2 Approval of Salary Increase for Management and Other Non-Represented Groups

9.3 Approval of Salary Increase for Superintendent

9.4 Approval of Authorization of Teaching Assignment- Speech & Hearing Therapy Services

9.5 Approval of Authorization of Teaching Assignments- Multiple Subject

9.6 Approval of MOU with RTA for Independent Study Program

9.7 Approval of MOU with RTA for Rio del Sol Bell Schedule

9.8 Renewing contract with Newsela for ELA, Science and Social Studies online learning material.

9.9 ELD Adoption Instructional Materials Purchase

9.10 ELA Adoption Instructional Materials Purchase for Middle Schools

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting of June 29, 2022

10.3 Minutes of the Special Board Meeting of July 13, 2022

10.4 Ratification of the Commercial Warrant for June 9, 2022 through July 27, 2022.

10.5 Approval of August Personnel Report

10.6 Approval of 2022-2023 Retired Administrators Contracts

10.7 Williams Quarterly Complaint Report

10.8 Williams Quarter 4 Report from VCOE

10.9 Approval of DMTI Renewal Contract for the 2022-2023 school year

10.10 Approval of California Lutheran University STEAM Pilot Program MOU

- 10.11 Approval of 360 Degree Customer Inc. Consultant Agreement
- 10.12 Contract with Camarillo Family YMCA to provide ELOP-funded kindergarten afterschool program at Rio del Sol
- 10.13 Renewal of Child Care Service Contract with YMCA
- 10.14 Contract with Catalyst Kids, Inc. to provide ELOP-funded TK and Kindergarten afterschool program at six elementary schools
- 10.15 Approval for Out of State Travel to La Cosecha Conference 2022
- 10.16 Contract with 360 Degree Customer Inc. for Speech and Language Services
- 10.17 Contract with ProCare Therapy for Speech Language Pathologist Assistant
- 10.18 Ratification of Purchase of classroom furniture from Worthington Direct for Rio Del Valle.
- 10.19 Approval of School Facilities Needs Analysis (SFNA/Developer Fee Justification Study (DFJS) Update and Resolution 22/23-03 allowing the District to Increase the Statutory Fees on Residential, Commercial and Industrial Development Projects.
- 10.20 Approval of Change Order for the Campus Wide Fire Alarm System at Rio Del Valle from Venco Electric, Project 21-08L.
- 10.21 Approval of Change Order #1 from Hughes General Engineering, Inc. for Project 22-10L, Rio Del Sol Playground Structures, to remove asphalt driveway radius at Play Structure Area for play structure equipment clearance and ADA Entry.
- 10.22 Approval of the Authorization of the Emergency Repairs at Rio Plaza School Pursuant to Public Contract Code Section 22035. Approval of Resolution No. 22/23-01.
- 10.23 Ratification of the Restoration and Remodel services by Blue Sky Restoration at Rio Plaza's Administration Building after the emergency plumbing repair that damaged the building.
- 10.24 Ratification of the Campus Underground and Administrative Building Re-pipe services by M/M Mechanical, Inc. at Rio Plaza's Administration Building after the emergency plumbing repair that damaged the building.
- 10.25 Ratification of the Campus Underground emergency repair of the parking lot from the water line damage at Rio Plaza. BC Rincon Construction, Inc., repaired the parking lot and restriped it to return it to the existing configuration.
- 10.26 Approval of the Ratification of the Award of Project at Rio Del Sol approved by the Superintendent for the play structures, from Hughes General Engineering Project 22-10L.
- 10.27 Approval of Resolution 22/23-02 for the Notice of Completion of the Acoustical Wall Treatment in the Multi-Purpose Room at Rio Vista Middle School by Tech-Wall.
- 10.28 Approval of Change Order #1 from EJS Construction, Inc. for the Expedited Switchgear Cost/Fee to obtain Master Electrical Switchboard to meet project timelines and completion date at Rio Plaza Elementary School

11. Organizational Business

- 11.1 Future Items for Discussion
- 11.2 Future Meeting Dates: Special Board Meeting August 31, 2022 and Regular Board Meeting September 21, 2022

12. Adjournment

- 12.1 Adjournment

4.1



Agenda Item Details

Meeting Aug 17, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Conference with Legal Counsel – anticipated litigation, pursuant to Gov. Code § 54956.9 (d) (2). Number of matters: 2

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Aug 17, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Portion of 2600 N. Rose Avenue, Oxnard, CA (APN: 144-0-110-590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC and Berkshire Investments, LLC Under Negotiation: Price and Terms of Payment

Access Public

Type Information

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Aug 17, 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

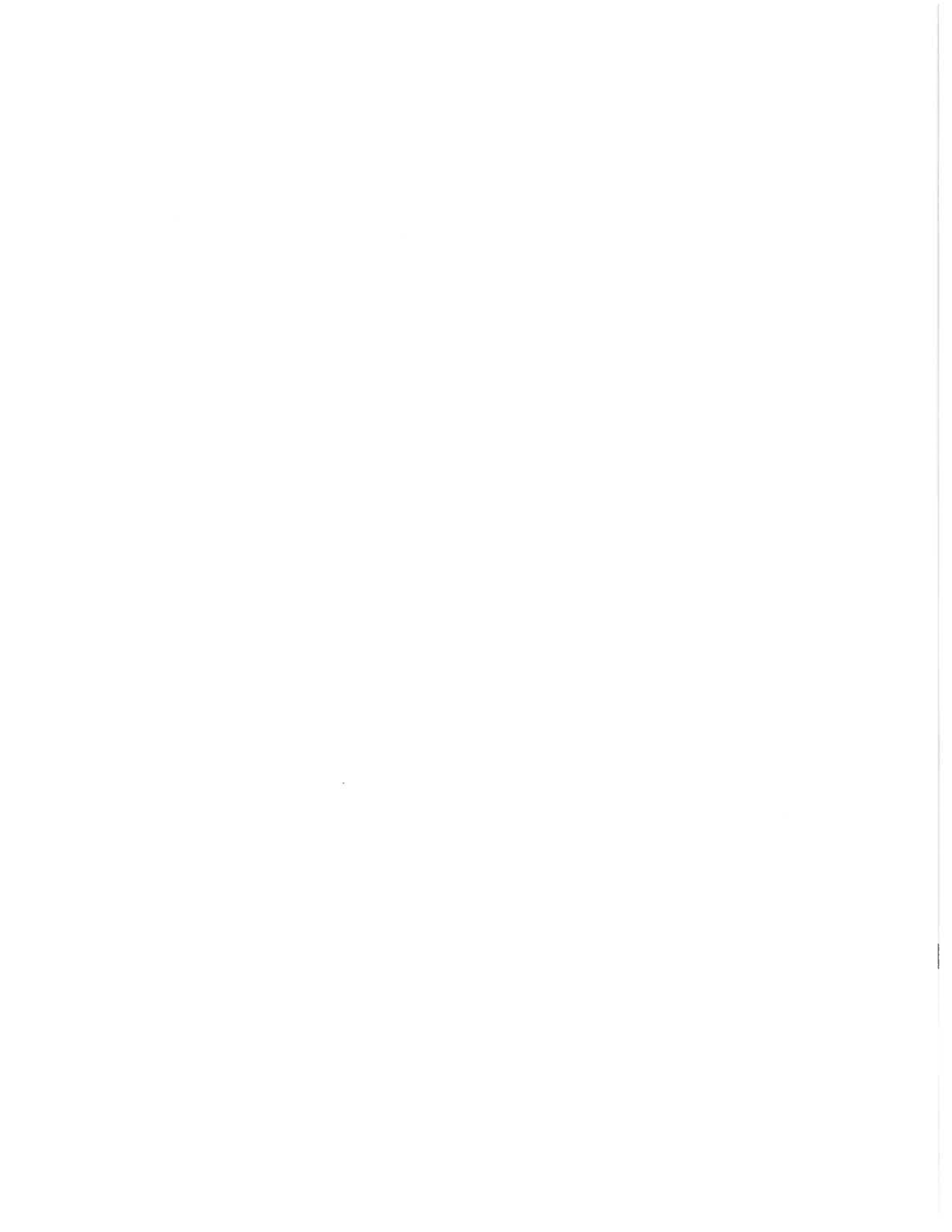
Rationale:

Staff will update and discuss with the Governing Board.

Administrative Content

Executive Content

4.4



**Agenda Item Details**

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.4 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

Administrative Content**Executive Content**

4.5



Agenda Item Details

Meeting Aug 17, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Notice of the Proposed Adoption of Developer Fee Justification Study and Statutory Mitigation Fees on Residential and Commercial Industrial Development Government Code Section 65995
Access	Public
Type	Information

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Background

Government Code Sections 65995 and 66000 et seq. and Education Code Section 17620 et seq. permit school districts to assess Level 1 developer fees for (a) new residential development; and (b) commercial/industrial development. The law provides for increase(s) in the Level 1 fees every other year provided the increase(s) is justified by an analysis of the costs for school districts to mitigate the impacts from development and its relationship to the per square foot amount permitted. On February 23, 2022, the State Allocation Board (SAB) increased Level 1 fees to the following rates: (a) new residential development/additions: \$4.79 per square foot of assessable residential development (previously \$4.08); and (b) commercial/industrial development: \$0.78 per square foot of covered or enclosed space (previously \$0.66). Since the District is a K-8, the fee is split with the high school district. Rio's portion of the Level 1 fee is \$3,40 per square foot for new residential developments / additions and \$0.55 per square foot for statutory commercial / industrial developer fees.

The SAB last increased fees in January 2020. This current increase will be effective for two years.

In preparation for the District to levy the new Level 1 developer fees, Sage Realty prepared a Developer Fee Justification Study dated August 2022. For the District to justify levying Level 1 fees at the new rates, the Board of Education must hold a public hearing and then adopt Resolution No. 22-23-02. A Notice of Public Hearing regarding the justification of Level 1 fees was published in the Ventura Star newspaper on August 3rd and August 15, 2022.

Education Code Section 17620 provides for increases in developer fees to be effective no sooner than sixty (60) days following adoption of the resolution for increasing the fees. Therefore, the increased Level 1 fees will become effective on October 16, 2022.

Pursuant to Government Code section 66018, prior to consideration of the resolution increasing developer fees, the Board must conduct a public hearing at which written presentations can be made. Members of the public are welcome to participate through the public comment process.

[_PUBLIC HEARING NOTICE RIO ELEMENTARY SCHOOL DISTRICT.pdf \(60 KB\)](#)

Administrative Content

**PUBLIC HEARING NOTICE
RIO ELEMENTARY SCHOOL DISTRICT**

**NOTICE OF PROPOSED ADOPTION OF DEVELOPER FEE JUSTIFICATION STUDY
AND STATUTORY MITIGATION FEES ON RESIDENTIAL AND COMMERCIAL
INDUSTRIAL DEVELOPMENT GOVERNMENT CODE SECTION 65995**

PLEASE TAKE NOTICE that pursuant to Senate Bill 50, Chapter 407, Statutes 1998, Government Code Sections 65995 and 66001 and related authorities, the Governing Board (Board) of the Rio Elementary School District (District) will hold a public hearing on a Resolution adopting the District Developer Fee Justification Study (DFJS) and Statutory Level 1 School Mitigation Fees, at its regular meeting of August 17, 2022 at 5:00 p.m., held at Rio Elementary School District, Conference Room, 1800 Solar Drive, Oxnard, California. Commencing on August 3, 2022, and for the next two weeks thereafter, the proposed DFJS and Resolution adopting DFJS and Statutory Fees for Residential and Commercial Development Projects is available for public review and comment at the District Administrative Offices. Prior to taking action on the Resolution, the District shall respond in writing to all written comments received from the public regarding the DFJS and related fee adoption.

On or prior to August 3, 2022, the District provided approved administrative draft copies for review and comment to the planning department of the City of Oxnard, California and the County of Ventura, California, which are the jurisdictions responsible for land use planning for territory within the District.

Anyone requesting information concerning this matter should contact Wael Saleh, Assistant Superintendent of Business Services at (805) 485-3111. Written requests for copies should be submitted to the District at 1800 Solar Drive, 3RD floor, Oxnard, California 93030.

7.4



Agenda Item Details

Meeting Aug 17, 2022 - RSD Regular Board Meeting
Category 7. Communications
Subject 7.4 Superintendent Report
Access Public
Type Procedural

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

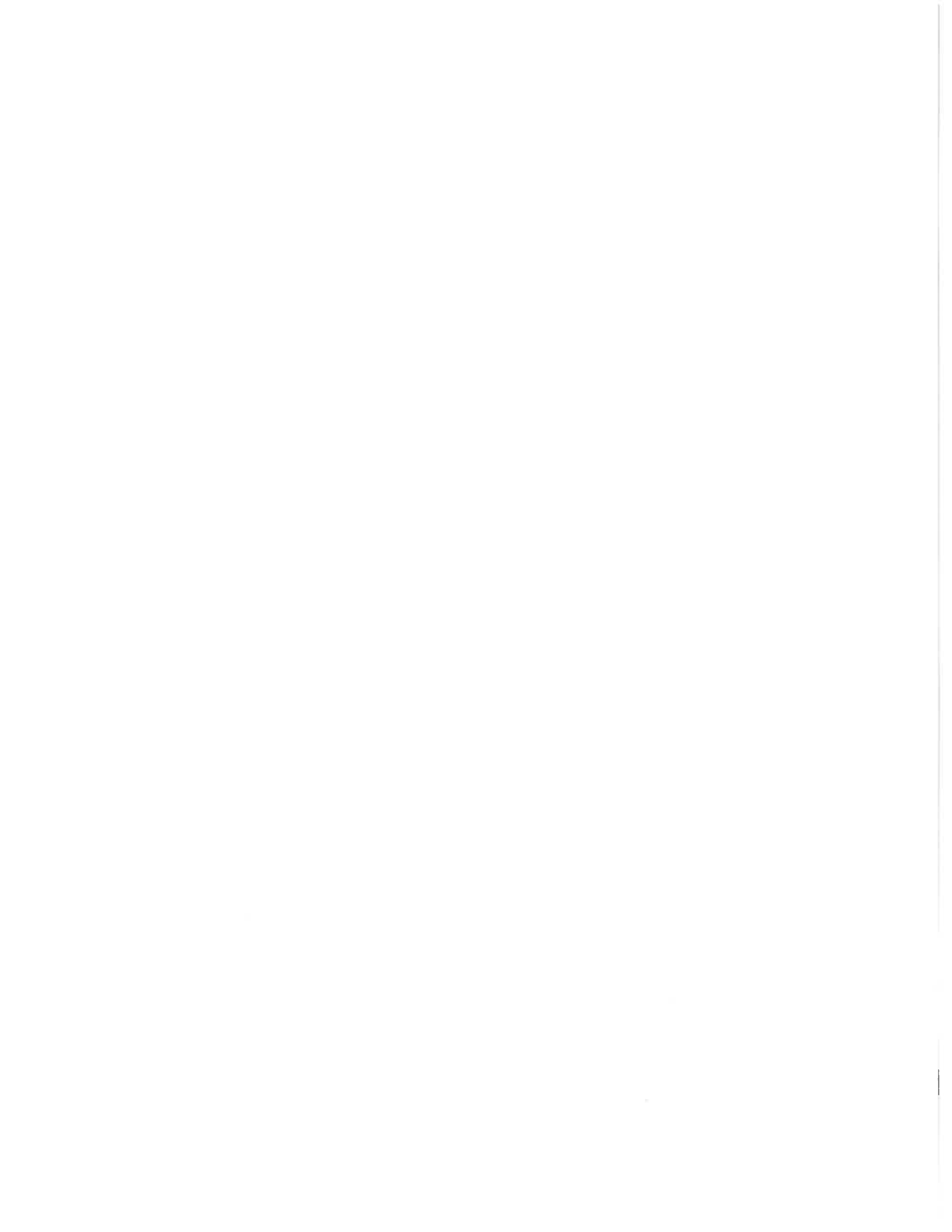
Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Master Plan Update

Administrative Content

Executive Content



8.1



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	<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: Wael Saleh, Assistant Superintendent of Business Services

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

- 45 Day Budget Update

45 Day Budget Revision revised.pdf (128 KB)

Administrative Content

Executive Content

**Rio School District
45-Day Budget Revision
2022-23 Fiscal Year**

Description		Original Budget (A)	Budget Adjustments (B)	45-Day Budget Revision (A+B)
REVENUES	Obj. Codes			
LCFF Revenues	8010-8099	58,453,856	1,735,112	60,188,968
Federal Revenues	8100-8299	6,344,996	0	6,344,996
State Revenues	8300-8599	17,814,967	1,978,950	19,793,917
Local Revenues	8600-8799	4,618,447	163,831	4,782,278
TOTAL REVENUES		87,232,266	3,877,893	91,110,159
EXPENDITURES				
Certificated Salaries	1000	29,423,377	0	29,423,377
Classified Salaries	2000	12,514,954	131,498	12,646,452
Employees' Benefits	3000	19,736,723	98,444	19,835,167
Books and Supplies	4000	4,032,508	0	4,032,508
Services and Operating Expenses	5000	11,852,203	0	11,852,203
Capital Outlay	6000	74,915	0	74,915
Other Outgo	7100-7499	1,552,687	0	1,552,687
TOTAL EXPENDITURES		79,187,367	229,942	79,417,309
OPERATING SURPLUS (DEFICIT)		8,044,899	3,647,951	11,692,850
OTHER SOURCES AND TRANSFERS IN	8900-8979	108,138	82,317	190,455
OTHER USES AND TRANSFERS OUT	7600-7699	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE		8,153,037	3,730,268	11,883,305
BEGINNING BALANCE	9791	8,049,847		8,049,847
CURRENT YEAR ENDING BALANCE		16,202,884	3,730,268	19,933,152
COMPONENTS OF ENDING BALANCE				
Non-spendable	9711-9719	30,000	0	30,000
Restricted	9740	8,982,705	0	8,982,705
Committed	9750 / 9760	0	0	0
Assigned	9780	3,997,662	0	3,997,662
Reserve for Economic Uncertainties	9789	2,375,621	6,898	2,382,519
Unappropriated Amounts	9790	816,896	3,723,370	4,540,266

**Rio School District
45 Day Revise
Schedule of Changes
for 2022/2023**

	Object	Adopted	45 Day Revise	Change
Revenues				
LCFF	80XX	58,453,856.00	60,188,968.00	1,735,112.00
Learning Recovery (1TME)	8590	7,069,800.00	8,323,361.00	1,253,561.00
ELOP	8590	8,150,000.00	5,133,246.00	(3,016,754.00)
SPED AB 602	8792	4,025,857.00	4,189,688.00	163,831.00
Art/Music Instructional Materials	8590	-	3,159,938.00	3,159,938.00
Home to School Trans Reimbursement	8590		582,205.13	582,205.13
Total Revenue				
Expenditures				
LCAP from One Time	4XXX/5XXX	10,965,728.00	11,294,091.00	328,363.00
From One Time to LCAP	4XXX/5XXX			(328,363.00)
Payroll - 2nd District Translator	2XXX		42,037.00	42,037.00
Payroll - 2nd District Translator	3XXX		32,177.00	32,177.00
SPED - Data Analyst	2XXX		47,424.00	47,424.00
SPED - Data Analyst	3XXX		34,090.00	34,090.00
Confidential Admin Secretary	2XXX		42,037.00	42,037.00
Confidential Admin Secretary	3XXX		32,177.00	32,177.00
Transportation - Move from LCAP to Trans	4XXX/5XXX			582,205.00
Transportation - Move from One Time to L	4XXX/5XXX			(371,637.00)
Possible Savings to move to LCAP	4XXX/5XXX			(210,568.00)
Total Expenses				
Reserve for Economic Uncertainties				229,942
OTHER SOURCES AND TRANSFERS IN				
SPED 8980				82,317.00

8.2



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- Summer School 2022 Update
- ELA/ELD Update

Administrative Content

Executive Content

8.3



Agenda Item Details

Meeting Aug 17, 2022 - RSD Regular Board Meeting
Category 8. Information
Subject 8.3 Human Resources Updates
Access Public
Type Information

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID/Enrollment Update

Administrative Content

Executive Content

9.1



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of Salary Increase for Confidential Employees
Access	Public
Type	Action
Preferred Date	Jun 29, 2022
Absolute Date	Jun 29, 2022
Budgeted	Yes
Budget Source	General Fund
Recommended Action	District staff recommends approval.
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 Rio School District has reached an agreement for a 5% salary increase retroactive to July 1, 2021 with the Rio Teachers' Association.

Confidential groups do not negotiate for themselves and agree to receive the same salary increase that are negotiated with the represented employee groups.

With the approval of the board, the District can move forward with providing an equivalent raise to its confidential employee team.

Attached is the AB1200 Disclosure statement.

22-23 COLLECTIVE BARG AGMT - UNREP 5%-1.pdf (163 KB)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Unrepresented - Management/Confidential

The proposed agreement covers the period:
 Beginning: 7/1/2021
 Ending: 6/30/2022

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: Wednesday, August 17, 2022

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement For Multi-year Agreements		
			Current Year 2020-21	Year 2 2022-23	Year 3 2023-24
1.	Salary Schedule - Increase/(Decrease)	\$ 5,031,382	\$ 251,569 5.00%	\$ %	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,321,989	\$ 116,099 5.00%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)		\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,353,371	\$ 367,669 5.00%	\$ %	\$ %
7.	Total Number (FTE) of Represented Employees	# 43	# 43	# 43	# 43
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 171,009	\$ 8,550 5.00%	\$ %	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: 5% Salary increase retro to 7/1/2021 for fiscal year 21-22. This 5% was built into the budget for 21/22 Estimated Actuals and Adopted budget for 22/23.

Disclosure of Collective Bargaining Agreement
School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>06/28/2022</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	58,453,856	0	0	58,453,85
Remaining Revenues (8100-8799)	28,778,410	0	0	28,778,41
TOTAL REVENUES	87,232,266	0	0	87,232,26
EXPENDITURES				
1000 Certificated Salaries	29,423,377	0	0	29,423,37
2000 Classified Salaries	12,514,954	0	0	12,514,95
3000 Employees' Benefits	19,736,723	0	0	19,736,72
4000 Books and Supplies	4,032,508	0	0	4,032,50
5000 Services and Operating Expenses	11,852,203	0	0	11,852,20
6000 Capital Outlay	74,915	0	0	74,91
7100-7499 Other	1,552,687	0	0	1,552,68
TOTAL EXPENDITURES	79,187,367	0	0	79,187,36
OPERATING SURPLUS (DEFICIT)	8,044,899	0	0	8,044,89
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,13
OTHER USES AND TRANSFERS OUT	0	0	0	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	8,153,037	0	0	8,153,03
BEGINNING BALANCE	8,049,847	0	0	8,049,84
CURRENT YEAR ENDING BALANCE	16,202,884	0	0	16,202,88
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,00
Restricted (9740)	8,982,705	0	0	8,982,70
Committed (9750 / 9760)	0	0	0	
Assigned (9780)	3,997,662	0	0	3,997,66
Reserve for Economic Uncertainties (9789)	2,375,621	0	0	2,375,62
Unappropriated Amounts (9790)	816,896	0	0	816,89

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: All adjustments as a result of this settlement is included in 2021/22 estimated actual and 2022/23 adopted budget. In addition, we are in the process of generating a 45 day budget which will possibly result in an increase in the unassigned ending fund balance by \$3,723,370.

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 79,187,367	\$ 79,575,360	\$ 70,692,000
b. State Standard Minimum Reserve Percentage for this District	%	%	
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$	\$	\$

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2022-23	2023-24	2024-25
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 2,375,621	\$ 2,387,261	\$ 2,120,700
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 816,896	\$ 2,639,751	\$
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$
e. Total District Budgeted <u>Unrestricted</u> Reserves	\$ 3,192,517	\$ 5,027,012	\$ 2,120,700

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

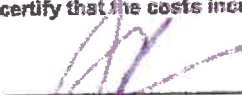
Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



 District Superintendent
 (Signature)

Printed Name

John Pualis

Date

8/3/2022


 District Chief Business Official
 (Signature)

Printed Name

Wael Saleh

Date

8.3.2022

9.2



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval of Salary Increase for Management and Other Non-Represented Groups
Access	Public
Type	Action
Preferred Date	Jun 29, 2022
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund
Recommended Action	District staff recommend approval of this item.
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 Rio School District has reached an agreement for a 5% salary increase retroactive to July 1, 2021 with the Rio Teachers' Association.

Management and School Psychologist groups do not negotiate for themselves and agree to receive the same salary increase that are negotiated with the represented employee groups.

With the approval of the board, the District can move forward with providing an equivalent raise to its Management and School Psychologist employee teams.

Attached is the AB1200 Disclosure statement.

22-23 COLLECTIVE BARG AGMT - UNREP 5%-1.pdf (163 KB)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Unrepresented - Management/Confidential

The proposed agreement covers the period:
 Beginning: 7/1/2021
 Ending: 6/30/2022

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: Wednesday, August 17, 2022

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	Year 2 2022-23	Year 3 2023-24
1. Salary Schedule - Increase/(Decrease)	\$ 5,031,382	\$ 251,569 5.00%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,321,989	\$ 116,099 5.00%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)		\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,353,371	\$ 367,669 5.00%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 43	# 43	# 43	# 43
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 171,009	\$ 8,550 5.00%	\$ %	\$ %
9a. Certified Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: 5% Salary increase retro to 7/1/2021 for fiscal year 21-22. This 5% was built into the budget for 21/22 Estimated Actuals and Adopted budget for 22/23.

Disclosure of Collective Bargaining Agreement

School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

n/a

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

All necessary budget adjustments were already included in the 2022/23 adopted budget.

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

n/a

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

The 5% was already built into the adopted budget.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

The 5% on schedule is being paid from the ending fund balance for prior year and is part of the ongoing revenue budget for 2022/23 and future years.

2. How will the ongoing cost of the proposed agreement be funded in future years?

The 5% ongoing salary increase will be funded by ending fund balance from 21/22 and ongoing revenue sources for 2022/23 and future years.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

n/a

Disclosure of Collective Bargaining Agreement
School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>06/29/2022</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	58,453,856	0	0	58,453,856
Remaining Revenues (8100-8799)	28,778,410	0	0	28,778,410
TOTAL REVENUES	87,232,266	0	0	87,232,266
EXPENDITURES				
1000 Certificated Salaries	29,423,377	0	0	29,423,377
2000 Classified Salaries	12,514,954	0	0	12,514,954
3000 Employees' Benefits	19,736,723	0	0	19,736,723
4000 Books and Supplies	4,032,508	0	0	4,032,508
5000 Services and Operating Expenses	11,852,203	0	0	11,852,203
6000 Capital Outlay	74,915	0	0	74,915
7100-7499 Other	1,552,687	0	0	1,552,687
TOTAL EXPENDITURES	79,187,367	0	0	79,187,367
OPERATING SURPLUS (DEFICIT)	8,044,899	0	0	8,044,899
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	8,153,037	0	0	8,153,037
BEGINNING BALANCE	8,049,847	0	0	8,049,847
CURRENT YEAR ENDING BALANCE	16,202,884	0	0	16,202,884
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	8,982,705	0	0	8,982,705
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	3,997,662	0	0	3,997,662
Reserve for Economic Uncertainties (9789)	2,375,621	0	0	2,375,621
Unappropriated Amounts (9790)	816,896	0	0	816,896

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: All adjustments as a result of this settlement is included in 2021/22 estimated actual and 2022/23 adopted budget. In addition, we are in the process of generating a 45 day budget which will possibly result in an increase in the unassigned ending fund balance by \$3,723,370.

Disclosure of Collective Bargaining Agreement
School District: Rio School District

Multi-Year Projections

	(Col. 1) 2022-23 Budget after Impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
REVENUES			
LCFF Revenues (8010-8099)	58,453,856	58,533,902	57,778,092
Remaining Revenues (8100-8799)	28,778,410	9,785,285	9,895,223
TOTAL REVENUES	87,232,266	68,319,187	67,673,315
EXPENDITURES			
1000 Certificated Salaries	29,423,377	28,178,946	28,601,630
2000 Classified Salaries	12,514,954	11,783,131	11,959,878
3000 Employees' Benefits	19,736,723	19,003,509	19,348,928
4000 Books and Supplies	4,032,508	3,004,307	3,004,307
5000 Services and Operating Expenses	11,852,203	9,911,020	9,985,622
6000 Capital Outlay	74,915	74,915	74,915
7100-7499 Other	1,552,687	1,708,965	1,708,965
Other Adjustments		5,910,567	(3,992,174)
TOTAL EXPENDITURES	79,187,367	79,575,360	70,692,071
OPERATING SURPLUS (DEFICIT)	8,044,899	(11,256,173)	(3,018,756)
OTHER SOURCES AND TRANSFERS IN	108,138	110,301	112,507
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	8,153,037	(11,145,872)	(2,906,249)
BEGINNING BALANCE	8,049,847	16,202,884	5,057,012
CURRENT YEAR ENDING BALANCE	16,202,884	5,057,012	2,150,763
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	8,982,705	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	3,997,662	0	0
Reserve for Economic Uncertainties (9789)	2,375,621	2,387,261	2,120,763
Unappropriated Amounts (9790)	816,896	2,639,751	

Multi-Year Projections Assumptions:
because this settlement was included in the budget adoption.

This is similar to the MYP submitted with budget adopted of 2022/23

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 79,187,367	\$ 79,575,360	\$ 70,692,000
b. State Standard Minimum Reserve Percentage for this District	%	%	
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$	\$	\$

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2022-23	2023-24	2024-25
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,375,621	\$ 2,387,261	\$ 2,120,700
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 816,896	\$ 2,639,751	\$
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$
e. Total District Budgeted Unrestricted Reserves	\$ 3,192,517	\$ 5,027,012	\$ 2,120,700

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

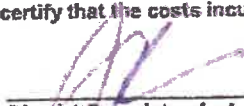
Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

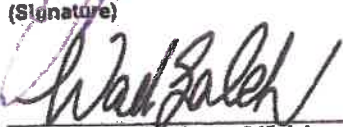

 District Superintendent
 (Signature)

Printed Name

John Pualis

Date

8/3/2022


 District Chief Business Official
 (Signature)

Printed Name

Wael Saleh

Date

8.3.2022

9.3



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval of Salary Increase for Superintendent
Access	Public
Type	Action
Preferred Date	Jun 29, 2022
Budgeted	Yes
Budget Source	General Fund
Recommended Action	District staff recommends approval of this item.
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 Rio School District has reached an agreement for a 5% salary increase retroactive to July 1, 2021 with the Rio Teachers' Association.

The Superintendent is not part of a represented group and agrees to receive the same salary increase that are negotiated with the represented employee groups.

With the approval of the board, the District can move forward with providing an equivalent raise to its Superintendent.

Attached is the AB1200 Disclosure statement.

22-23 COLLECTIVE BARG AGMT - UNREP 5%-1.pdf (163 KB)

Administrative Content

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Unrepresented - Management/Confidential

The proposed agreement covers the period:
 Beginning: 7/1/2021
 Ending: 6/30/2022

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: Wednesday, August 17, 2022

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	Year 2 2022-23	Year 3 2023-24
1. Salary Schedule - Increase/(Decrease)	\$ 5,031,382	\$ 251,569 5.00%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,321,989	\$ 116,099 5.00%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)		\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,353,371	\$ 367,669 5.00%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 43	# 43	# 43	# 43
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 171,009	\$ 8,550 5.00%	\$ %	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: 5% Salary increase retro to 7/1/2021 for fiscal year 21-22. This 5% was built into the budget for 21/22 Estimated Actuals and Adopted budget for 22/23.

Disclosure of Collective Bargaining Agreement

School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

n/a

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

All necessary budget adjustments were already included in the 2022/23 adopted budget.

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

n/a

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

The 5% was already built into the adopted budget.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

The 5% onschedule is being paid from the ending fund balance for prior year and is part of the ongoing revenue budget for 2022/23 and future years.

2. How will the ongoing cost of the proposed agreement be funded in future years?

The 5% ongoing salary increase will be funded by ending fund balance from 21/22 and ongoing revenue sources for 2022/23 and future years.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

n/a

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>06/29/2022</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	58,453,856	0	0	58,453,856
Remaining Revenues (8100-8799)	28,778,410	0	0	28,778,410
TOTAL REVENUES	87,232,266	0	0	87,232,266
EXPENDITURES				
1000 Certificated Salaries	29,423,377	0	0	29,423,377
2000 Classified Salaries	12,514,854	0	0	12,514,854
3000 Employees' Benefits	19,736,723	0	0	19,736,723
4000 Books and Supplies	4,032,508	0	0	4,032,508
5000 Services and Operating Expenses	11,852,203	0	0	11,852,203
6000 Capital Outlay	74,915	0	0	74,915
7100-7499 Other	1,552,687	0	0	1,552,687
TOTAL EXPENDITURES	79,187,367	0	0	79,187,367
OPERATING SURPLUS (DEFICIT)	8,044,899	0	0	8,044,899
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	8,153,037	0	0	8,153,037
BEGINNING BALANCE	8,049,847	0	0	8,049,847
CURRENT YEAR ENDING BALANCE	16,202,884	0	0	16,202,884
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	8,982,705	0	0	8,982,705
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	3,997,662	0	0	3,997,662
Reserve for Economic Uncertainties (9789)	2,375,621	0	0	2,375,621
Unappropriated Amounts (9790)	816,896	0	0	816,896

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: All adjustments as a result of this settlement is included in 2021/22 estimated actual and 2022/23 adopted budget. In addition, we are in the process of generating a 45 day budget which will possibly result in an increase in the unassigned ending fund balance by \$3,723,370.

Disclosure of Collective Bargaining Agreement
School District: Rio School District

Multi-Year Projections

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
REVENUES			
LCFF Revenues (8010-8099)	58,453,856	58,533,902	57,778,092
Remaining Revenues (8100-8799)	28,778,410	9,785,285	9,895,223
TOTAL REVENUES	87,232,266	68,319,187	67,673,315
EXPENDITURES			
1000 Certificated Salaries	29,423,377	28,178,946	28,601,630
2000 Classified Salaries	12,514,954	11,783,131	11,959,878
3000 Employees' Benefits	19,736,723	19,003,509	19,348,928
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5000 Services and Operating Expenses	11,852,203	9,911,020	9,985,622
6000 Capital Outlay	74,915	74,915	74,915
7100-7499 Other	1,552,687	1,708,965	1,708,965
Other Adjustments		5,910,567	(3,992,174)
TOTAL EXPENDITURES	79,187,367	79,575,360	70,692,071
OPERATING SURPLUS (DEFICIT)	8,044,899	(11,256,173)	(3,018,756)
OTHER SOURCES AND TRANSFERS IN	108,138	110,301	112,507
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	8,153,037	(11,145,872)	(2,906,249)
BEGINNING BALANCE	8,049,847	16,202,884	5,057,012
CURRENT YEAR ENDING BALANCE	16,202,884	5,057,012	2,150,763
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	8,982,705	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	3,997,662	0	0
Reserve for Economic Uncertainties (9789)	2,375,621	2,387,261	2,120,762
Unappropriated Amounts (9790)	816,896	2,639,751	0

Multi-Year Projections Assumptions:
because this settlement was included in the budget adoption.

This is similar to the MYP submitted with budget adopted of 2022/23

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 79,187,367	\$ 79,575,360	\$ 70,692,000
b. State Standard Minimum Reserve Percentage for this District	%	%	
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$	\$	\$

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2022-23	2023-24	2024-25
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,375,621	\$ 2,387,261	\$ 2,120,700
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 816,896	\$ 2,639,751	\$
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$
e. Total District Budgeted Unrestricted Reserves	\$ 3,192,517	\$ 5,027,012	\$ 2,120,700

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

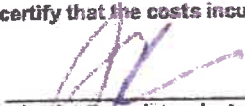
Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



 District Superintendent
 (Signature)

Printed Name

John Pualis

Date

8/3/2022


 District Chief Business Official
 (Signature)

Printed Name

Wael Saleh

Date

8.3.2022

9.4



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approval of Authorization of Teaching Assignment- Speech & Hearing Therapy Services
Access	Public
Type	Action
Preferred Date	Aug 17, 2022
Fiscal Impact	No
Recommended Action	Staff recommends approval of these authorizations.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Education Code Section 44831, allows an individual who holds a master's degree in communication disorders; meets the basic skills requirement; has a valid license from the Speech-Language Pathology and Audiology Board; and has no criminal record summary according to EC 44332.6 to provide speech and language services.

The following individuals have accepted an assignment which requires the Governing Board's authorization. It is requested that the Governing Board authorize the Speech and Language assignments for the 2022-2023 school year.

<u>Teacher</u>	<u>Assignment</u>
Morrison, Maria	Speech & Hearing Therapy Services
Beckman, Janelle	Speech & Hearing Therapy Services
Davila, Jose Laboy	Speech & Hearing Therapy Services
Sanchez, Natacha	Speech & Hearing Therapy Services
Perez, Jeanliz	Speech & Hearing Therapy Services
Moore, Malia	Speech & Hearing Therapy Services
Rodriguez, Helen	Speech & Hearing Therapy Services
Olson, David	Speech & Hearing Therapy Services
Ball, Rebecca	Speech & Hearing Therapy Services
Martin, Paul	Speech & Hearing Therapy Services

9.5



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Approval of Authorization of Teaching Assignments- Multiple Subject
Access	Public
Type	Action
Preferred Date	Aug 17, 2022
Absolute Date	Aug 17, 2022
Recommended Action	Staff recommends approval of these authorizations of teaching assignments for Multiple Subject
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Pursuant to Education Code Section 44256(b), the holder of a Multiple Subject Teaching credential or a Standard Secondary Credential, who has completed 12 semester units, or 6 upper division or graduate units, or coursework at an accredited institution in each subject to be taught, is considered legally authorized to teach under provision. The authorization shall be with the teacher's consent.

The following teachers have accepted an assignment which requires the Governing Board's authorization. It is requested that the Governing Board authorize these teaching assignments for the 2022-2023 school year.

<u>Teacher</u>	<u>Assignment</u>	<u>Credential</u>
Garcia, Gus	Computer Applications	Clear Multiple Subject
Fairchild, Kim	English (Art of Writing)	Clear Multiple Subject
Rojas, Heriberto	Math (MESA)	Clear Multiple Subject
Melchor, Rosalinda	English Language Arts	Preliminary Multiple Subject

Administrative Content

9.6



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.6 Approval of MOU with RTA for Independent Study Program
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the MOU with RTA on the Long-term Independent Study Program
Goals	<p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: With changes in the guidelines on independent studies from the California Department of Education, the District and the Rio Teachers' Association have met to come to a Tentative Agreement under an MOU on how to operate the independent study program for Rio this year.

[_Independent Study MOU 2022-2023.pdf \(107 KB\)](#)

Administrative Content

Executive Content

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

**REGARDING THE LONG-TERM INDEPENDENT STUDY PROGRAM
2022-2023 SCHOOL YEAR**

As of August 2, 2022

The Rio School District (“District”) and the Rio Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the District’s Long-term Independent Study Program for the 2022-2023 school year.

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

The Parties agree to the following:

The Long-term Independent Study Program shall be consistent with applicable federal, state, and local mandates as well as Board of Education policies and directives, subject to negotiation with the Association to the extent required by law (e.g. Appellate cases, PERB decisions).

The District will offer a Long-term Independent Study Program learning option for all students starting August 23, 2022, that will continue through the end of the 2022-2023 school year. Under this Program, unit members shall deliver daily instruction via remote means.

The Long-term Independent Study model and program shall be decided by the District and may vary by school site and grade level. If the District determines changes are necessary to the instructional-related provisions in this MOU during its term, it will provide notice to the Association and negotiate the impacts and effects if any.

The District and the Association agree that either party may notify the other party in writing regarding immediate re-opening of negotiations relative to any article within this MOU if there are any changes in legislation. Any concerns related to implementation can be discussed during monthly EERC meetings.

The parties agree to the following:

1. DEFINITIONS

- 1.1.** “Long Term Independent Study Program” – means the student is enrolled in independent study for 15 or more days. The model of instruction is that in which the student and instructor are in different locations. Students receive both synchronous and asynchronous instruction provided by a certificated employee, but the majority of the work is completed independently by the student. Time value of the work is equivalent to the instructional time of an in person school setting.

- 1.2. Synchronous- means instructional support delivered in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the long term independent study teacher of record for that pupil.
- 1.3. Live interaction- means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, software program monitoring, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.
- 1.4. Asynchronous- Time value, independent work in which students continue learning from instruction, but complete assignments on their own. Asynchronous time is not being delivered in person or in real time.
- 1.5. In-person- On campus interactions where teacher and students are present in a physical classroom. This shall be required for state testing.
- 1.6. Nonparticipatory- The student is not present on any day during any whole or partial live interaction or synchronous instruction time or not logged into class with the camera on, responding to questions, engaged in the lesson, or completing independent assigned work.

2. Long-term Independent Study Program

- 2.1 The District will implement a Long-term Independent Study Program starting August 23, 2022. The implementation of the Long-term Independent Study program shall be in alignment with the provisions of the CBA except where noted in this MOU and in compliance with state laws and guidelines.
- 2.2 Students who are enrolled in the Long-term Independent Study Program remain enrolled as a student in the district. Much like students are assigned to different classrooms, their assigned status will be to the Long-term Independent Study Program rather than to a traditional classroom. Parents choosing the Long-term Independent Study Program will be asked to make a one year commitment for their child and be required to sign an independent study contract. The district will have 5 school days to return the student to in-person instruction if requested by the parent in writing.
- 2.3 All students will receive daily synchronous and asynchronous instruction and content through virtual means (i.e. Google classroom).
- 2.4 All students will receive daily synchronous instruction and live interaction with certificated employees for purposes of instruction, progress monitoring, and maintaining school connectedness.
- 2.5 The time value of the work assigned to students in the long-term independent study program shall be the equivalent to the instructional minutes provided to students receiving in-person instruction. When providing time value of assignments; academic content, classwork, independent work, projects, synchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level.

The time value of work and daily instructional minutes for the 2022-2023 school year shall be as follows:

K - 260 through October 28th, 307 beginning November 1st

1st-3rd - 307

4th-5th - 323

6th-8th – 334

On Minimum days the time value of work and instructional minutes will be:

K -230

1st-3rd - 230

4th-5th - 240

6th-8th – 240

- 2.6 All content shall be aligned to grade level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction traditionally provided by each Unit Member.
- 2.7 Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports shall be provided by the assigned teacher and/or other assigned service provider(s). If the Unit Member believes an individual student requires additional support, the Unit Member will refer the student to appropriate District personnel.
- 2.8 All state testing/assessments and special education testing/assessments shall be conducted in-person at the unit member’s assigned site during regular work hours.
- 2.9 Special education, related services, and any other services required by a pupil’s individualized education program (IEP) will be provided pursuant to Section 56341, including the requirements of section 56345, subparagraph (A) (9)(a), with accommodations necessary to ensure that the IEP can be executed in a virtual learning environment. A schedule for the provision of services (specialized academic instruction, speech, occupational therapy, counseling, etc.) will be created by providers at the beginning of the year, as is done during a traditional school year, and will be communicated to parents. IEPs will continue to be held virtually in this model.
- 2.10 Designated and integrated instruction in English language development will be provided pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and as applicable, support for dual language learning.
- 2.10.1 During lessons, teachers will provide support to assist in making content accessible for English learners. In a small group setting, English learners will receive language focused instruction on how English works. Using a variety of assessment methods, teachers will monitor ELD progress for each English learner in their class, identify areas for additional support, and provide targeted instruction.
- 2.11 Any recording of virtual instruction is required to have the consent of the unit member, the principal, and parents/guardians of the students.

3 STAFFING

- 3.1 Once the District receives firm commitments from families and knows how the classes will be

configured based on enrollment numbers, the District will be able to determine how many teachers will be needed for the Long-term Independent Study Program.

- 3.2** Unit Members interested in the Long-term Independent Study Program shall be selected using the following prioritized order:
 - 1)** Interested unit members in accordance with Article 17 of the RTA agreement.
 - 3.2.1** District reserves the right to reassign unit members back to in-person instruction during the school year in the event of decreased enrollment in the independent study program.
 - 3.2.2** Classroom ratio for the long-term independent study program shall be maintained at 20:1.
 - 3.2.3** Upon enrollment of ten or more students and more than four grade levels, the district shall hire another long-term independent study teacher.
- 3.3** After the long-term independent study provisions expire, when possible, the teacher shall be returned to his/her original school site and assignment.
- 3.4** Unit members assigned to the Long-term Independent Study Program shall have the option to work from their home and/or assigned work location.
 - 3.4.1** Should the unit member elect to provide instruction from a location outside of the District, the unit member will work with their Site Administrator if their individual needs change necessitating access to and/or teaching from their classrooms.
- 3.5** Unit members assigned to the Long-term Independent Study Program shall adhere to the following requirements during virtual instruction
 - 3.5.1** Should a unit member elect to work from home, the unit member must be able to focus on and complete all duties and responsibilities of their position free from distractions to the greatest extent possible.
 - 3.5.2** Unit Members will continue to abide by the RSD Acceptable Use Policy when working remotely. Unit Members shall report issues of concern that occur during the course of virtual learning to their site administrator. Unit Members shall immediately notify administration of internet trolling or external hijacking of unit member's lessons when online and will take steps to prevent such activity based on the district's acceptable use policy.
 - 3.5.3** Technology resources will be provided by the district for virtual learning (document camera, other devices, and supplemental educational materials). Unit members shall work with site administration and the District to ensure they have the equipment, technology, and supplemental educational materials necessary to perform their job duties.
 - 3.5.4** Unit Members assigned to the Long-Term Independent Study Program shall have an assigned work location and an assigned classroom for the duration of the program.
 - 3.5.5** Unit members who request to work from home may access their assigned work location and assigned classroom during regular working hours.
 - 3.5.6** Unit members' participation in remote work will be periodically reviewed by the District to determine whether the arrangement is efficient and effective for the students and District. Unit members may be required to report to their work site in the event they are deemed by the District to be ineffective or not adhering to the provisions of the MOU and/or CBA.

A unit member may thereafter request to return to providing virtual instruction remotely (away from their designated worksite) with permission from the site administrator.

- 3.5.7 Site Administrators may join virtual instruction meetings and Unit Members shall provide schedules and/or learning plans.

4 Work Hours, Meetings, and Gatherings

- 4.1.1 Unit members shall be provided a 35 minute uninterrupted lunch period and a 15 minute duty free break each day.
- 4.1.2 Unit members shall be available during their regularly assigned work hours for IEPs, IPTs, 504s, PLT and staff meetings, parent conferences, conferences with administration and/or training and when possible meetings will be held virtually.
- 4.1.3 Unit Members shall adhere to the instructional minute minimums.
- 4.1.4 Unit members must immediately report any work-related injuries/accidents that occur during contract work hours to Risk Management. The District will have no liability or responsibility for injuries to third parties, including family members, which occur in a unit member's home.
- 4.1.5 Unit members assigned to the Long-term Independent Study Program shall attend PLT meetings in person at the district assigned location on the District PLT 1 designated dates. Unit members shall have the option to attend Teacher Collaboration PLT 2 meetings virtually or in person, at the unit members discretion, and all other requirements for PLTs will remain in effect. Long-term Independent faculty meetings shall be held with the site administrator. Meeting dates and times shall be mutually agreed to by the long-term independent study teacher(s) and the site administrator and consistent with in-person faculty meetings.
- 4.1.6 Back-To-School Night and school assemblies may be conducted virtually for the 2022-2023 school year as determined by the site administrator. Parent/teacher conferences may be conducted virtually as mutually agreed upon by the Unit Member and parent.

5 Compensation and Employee Benefits

- 5.1 Unit members selected for the Long-term Independent Study Program, shall continue to receive their full compensation and benefits. If extracurricular duties can be and are performed, Unit Members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.
- 5.2 Unit members who choose to work from home will be issued a district wifi hotspot.

6. Legal Requirements

- 6.1 Unit members shall be available to attend pupil-parent-educator-administrator conferences at parent request before enrollment during the regular school year. The scheduling of these meetings shall be mutually agreed upon between the parent and each individual Unit Member and the administrator. Should these meetings be held outside of regular work hours/days, the Unit Member shall be paid at the \$42.00 hourly rate to attend the meeting.

- 6.2 Unit members shall develop and share a welcome letter or presentation with information on accessing the Digital Learning Management System (i.e. Google Classroom, SeeSaw, etc.) curriculum, contact information and daily/weekly schedules no later than August 22, 2022 by 3:30 pm.
- 6.3 Unit members shall work with office support staff to ensure that a current written agreement, on a form created by the district, for each independent study pupil is signed no later than 10 days after the start of instruction containing all requirements under the law.

7 Virtual Learning Accountability Requirements

- 7.1 Unit Members shall use Q for daily student participation and attendance in virtual Learning. Other information that shall be monitored and maintained shall include, but is not limited to, evidence of participation in online activities; completion of regular assignments and/or assessments; and contacts between unit members, pupils or parents or guardians.
- 7.2 Unit Members shall take attendance daily and comply with all policies and procedures as outlined in existing policies and state guidelines under the provisions of the law.
 - a. Unit members shall document each pupil's participation in live interaction and synchronous instruction on each school day that independent study is provided in whole or in part. A pupil who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day.
 - b. Unit members shall maintain written or computer-based evidence of pupil engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades.
- 7.3 Unit members shall be visually present, with camera function on, during live synchronous instruction periods and any meetings, professional development, or conferences attended virtually.
- 7.4 Unit members shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures by individual Unit Members for traditional in-person learning.
- 7.5 Unit members shall become familiar with District developed procedures for tiered reengagement strategies for all pupils who are not generating attendance for more than one school day in a school week, or who are in violation of their written Independent Study agreement. These procedures shall include, but are not necessarily limited to, all of the following:
 - a. Unit members shall inform families, at the beginning of each trimester, to contact the office with current contact information for each enrolled pupil.
 - b. Unit members shall input attendance and synchronous nonparticipation daily into Q by the end of the school day and will communicate with parents regarding absences and synchronous nonparticipation on a daily basis through a phone call, email, Parent Square or virtual meeting.
 - c. Asynchronous nonparticipation (as described above) will be communicated with parents

daily. Unit Members shall communicate with parents through a phone call, email, Parent Square or virtual meeting.

d. Unit Members shall notify the site counselor and administration when they determine a student is possibly in need of support including connection with health and social services.

e. Unit members shall participate in a pupil-parent-educator conference if a pupil is not making adequate progress, to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted by the District.

8 Special Education

An IEP team meeting will occur prior to making any change into the Independent Study program and the district shall make the appropriate offer of FAPE.

9 Professional Development

9.1 Professional development/staff meeting, for purposes of implementing the long-term independent study program, shall take place for one additional day prior to the beginning of the school year. This date shall be on one day in the week prior to the first three professional development days for Unit Members. Unit Members shall be compensated at the \$42 hourly rate for five(5) hours.

The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting as part of virtual learning. The training for these programs will take place during the workday.

9.2 Unit members are required to attend all other established PLT dates per the CBA.

10 Adjunct Duties, Committee Assignments, or Extra Duty Work

Adjunct duties, committee assignments, or extra-duty positions shall be performed in person or virtually depending on the assignment.

11 Duration

This MOU shall expire in full without precedent on June 15, 2023 unless extended by mutual written agreement of the Parties.

Tentatively Agreed to on August 2, 2022 pending ratification by the District and the Association.

For the district

For RTA

9.7



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.7 Approval of MOU with RTA for Rio del Sol Bell Schedule
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval of the MOU with RTA for the 2022-2023 Rio del Sol Middle School Bell Schedule.
Goals	<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 middle school teaching staff at Rio del Sol have worked with the administration to develop a bell schedule that allows for a 10 minute nutrition break. Due to the fact that this extends the teachers' working day by a few minutes RTA and the district have worked together to reach agreement on an MOU to pilot the extended day inclusive of a nutrition break that benefits students and staff.

Rio del Sol 6-8 Bell Schedule MOU.pdf (54 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.

John D. Puglisi, Ph.D., Superintendent

**MOU regarding:
Rio del Sol 6th-8th Grade
Bell Schedule for 2022-2023**

Current Situation and Background Information:

1. Unit Members and Site Administration at Rio del Sol would like to extend the 6th through 8th grade Unit Members' work day by 3 minutes in order to allow for a ten minute nutrition break for 6th through 8th grade students.

Proposed Resolution:


In recognition that the Unit Members' work day could be negatively impacted by adding additional time within the work day, the District and Association agree:

1. The District and RTA recognize the need for students to have a nutrition break, thereby extending the workday for 6th through 8th grade Unit Members by 3 minutes daily on regular days and 10 minutes daily on minimum days for the 2022-2023 school year.
2. Sixth through eighth grade Unit Members shall be entitled to a duty free break during the nutrition break for students.
3. This District shall work with RTA in January through March of 2023 to find an alternative solution to the extension of the 6th through 8th Unit Members' work day should the school continue to provide a nutrition break to 6th through 8th grade students beyond the 2022-2023 school year.
4. This MOU shall expire in full without precedent on June 16, 2023 unless extended by mutual written agreement of the Parties.

For the District:

Rebecca Rocha (RR)

For the Association:


Marisela Valdez

9.8



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.8 Renewing contract with Newsela for ELA, Science and Social Studies online learning material.
Access	Public
Type	Action
Preferred Date	Aug 17, 2022
Absolute Date	Aug 17, 2022
Fiscal Impact	Yes
Dollar Amount	53,000.00
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends renewing contract with Newsela for ELA, Science and Social Studies.

Public Content

Speaker: Jarkko Myllari, Director of Technology

Rationale: [Newsela](#) is an innovative way for students to build reading comprehension with nonfiction that's always relevant: daily news. It features articles written at multiple levels of text complexity and quizzes to test reading comprehension. The district will renew the student licenses for the 2022-2023 school year. Newsela helps students climb the staircase of reading complexity from elementary through high school by providing daily news articles written at five levels of difficulty. Newsela adapts to each student's reading ability so they always get just-right content while having the power to stretch themselves. Articles are paired with quizzes aligned to the new Common Core State Standards so teachers can track their students' progress on a daily basis. Teacher tools make it easy to assign articles, review student quizzes and track Common Core mastery.

Rio School District-Quote Q-74071 (1).pdf (115 KB)

Administrative Content

Executive Content



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

Customer Agreement No. Q-74071
Newsela Sales Rep: Kyoko Utsumi
Contact Email: kyoko.utsumi@newsela.com
Offer Date: July 6, 2022
Expiration Date: June 30, 2022

To:
Oscar Hernandez
Rio School District
2500 E Vineyard Ave Ste 100
Oxnard, CA 93036-1372

Qty	Products/Services	List Price
1	Newsela	\$53,000.00
Contract Grand Total		\$53,000.00

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product breakdown underlying this quote which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela’s obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a ‘Renewal Term’), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela’s discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela’s Terms of Use, Newsela’s Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties (“Service Contract”).

Terms of Use: <https://newsela.com/pages/terms-of-use/>
Privacy Policy: <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required: Yes
PO Number:
PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name: Oscar Hernandez
Bill-To Email: ohernandez@rioschools.org

By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
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Appendix

School	Products/Services	License Dates
RIO SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/22 - 06/30/23
RIO DEL MAR	Newsela ELA	07/01/22 - 06/30/23
RIO DEL MAR	Newsela Science	07/01/22 - 06/30/23
RIO DEL MAR	Newsela Social Studies	07/01/22 - 06/30/23
RIO DEL MAR	The California Elementary Social Studies	07/01/22 - 06/30/23

	Collection	
RIO DEL NORTE	Newsela ELA	07/01/22 - 06/30/23
RIO DEL NORTE	Newsela Science	07/01/22 - 06/30/23
RIO DEL NORTE	Newsela Social Studies	07/01/22 - 06/30/23
RIO DEL NORTE	The California Elementary Social Studies Collection	07/01/22 - 06/30/23
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela ELA	07/01/22 - 06/30/23
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Science	07/01/22 - 06/30/23
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
RIO LINDO ELEMENTARY	Newsela ELA	07/01/22 - 06/30/23
RIO LINDO ELEMENTARY	Newsela Science	07/01/22 - 06/30/23
RIO LINDO ELEMENTARY	Newsela Social Studies	07/01/22 - 06/30/23
RIO LINDO ELEMENTARY	The California Elementary Social Studies Collection	07/01/22 - 06/30/23
RIO PLAZA ELEMENTARY	Newsela ELA	07/01/22 - 06/30/23
RIO PLAZA ELEMENTARY	Newsela Science	07/01/22 - 06/30/23
RIO PLAZA ELEMENTARY	Newsela Social Studies	07/01/22 - 06/30/23
RIO PLAZA ELEMENTARY	The California Elementary Social Studies Collection	07/01/22 - 06/30/23
RIO REAL ELEMENTARY	Newsela ELA	07/01/22 - 06/30/23
RIO REAL ELEMENTARY	Newsela Science	07/01/22 - 06/30/23
RIO REAL ELEMENTARY	Newsela Social Studies	07/01/22 - 06/30/23
RIO REAL ELEMENTARY	The California Elementary Social Studies Collection	07/01/22 - 06/30/23
RIO ROSALES	Newsela ELA	07/01/22 - 06/30/23
RIO ROSALES	Newsela Science	07/01/22 - 06/30/23
RIO ROSALES	Newsela Social Studies	07/01/22 - 06/30/23
RIO ROSALES	The California Elementary Social Studies Collection	07/01/22 - 06/30/23
RIO VISTA MIDDLE SCHOOL	Newsela ELA	07/01/22 - 06/30/23
RIO VISTA MIDDLE SCHOOL	Newsela Science	07/01/22 - 06/30/23
RIO VISTA MIDDLE SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
RIO DEL SOL STEAM ACADEMY	Newsela ELA	07/01/22 - 06/30/23
RIO DEL SOL STEAM ACADEMY	Newsela Science	07/01/22 - 06/30/23
RIO DEL SOL STEAM ACADEMY	Newsela Social Studies	07/01/22 - 06/30/23
RIO DEL SOL STEAM ACADEMY	The California Elementary Social Studies Collection	07/01/22 - 06/30/23



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.9 ELD Adoption Instructional Materials Purchase
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	213,247.00
Budgeted	Yes
Budget Source	Lottery funds
Recommended Action	Staff recommends board approval of ELD Adoption materials purchases for the 2022-23 school year.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Instructional Materials Evaluation and Adoption

Instructional Materials Evaluation and Adoption

The SBE has the constitutional responsibility and authority to adopt instructional materials for grades one through eight (Article IX, Section 7.5 of the California Constitution) and statutory authority to adopt instructional materials for kindergarten. The evaluation criteria are typically incorporated in the curriculum frameworks. Instructional materials are broadly defined to include textbooks, technology-based materials, other educational materials, and tests.

RSD went through an adoption process for ELD during the 2021-2022 school year. The following vendors were chosen for ELD instructional materials:

Hands on English - TK-Kindergarten

Carousel - 1st-3rd (Newcomer and Emerging)

Look - 1st-5th (Emerging, Expanding and Bridging

ILit - 6th - 8th

Middle School English Language Arts Adoption Recommendation

Houghton Mifflin Harcourt: Collections California 2017 (includes 6 year digital)

6th-8th Grades: 51 teachers and 1565 students

HMH PD: Virtual 2 hour live seminar and 32 sessions of online coaching

Student Edition (print w/ 6 year digital) & Teacher Resources (print w/ 6 year digital)

6th: \$57,630.60

7th: \$65,591.90

8th: \$62,573.20

HMH PD: \$15,420.00



Three middle school teachers attended the ELA Adoption Committee meeting. They asked to consider the extensive piloting process and decision that was made in 2016/17 and recommend to purchase the selection that was decided on at that time. A [survey](#) was sent to all ELA teachers asking for their input, and 13/14 responses agreed to the adoption of Collections.

Designated ELD

Process:

K-5 Committee: 24 teachers

Look
Carousel of Ideas
Hands on English

6-8 Committee: 3 teachers

Time Zones
iLit

Student input: over 200 responses
Parent review and input: 4/25/22

5 ELD adoption meetings
4 weeks of piloting curricula

Grade	Newcomer	Emerging	Expanding	Bridging
TK/K	Hands on English	Hands on English	Hands on English	Hands on English
1	Carousel	Carousel or Look #1	Look #1	Look #2
2	Carousel	Look #1	Look #2	Look #3
3	Carousel	Look #2	Look #3	Look #4
4	English 3D	Look #3	Look #4	Look #5
5	English 3D	Look #4	Look #5	Look #6
6th-8th	iLit Digital & Workbook	iLit	iLit	iLit
				AVID & English 3D (LTELS)

Quotes (based on EL enrollment numbers):

Hands on English Kits \$32, 248 (29 TEs & 371 Student resource)

Carousel Kits: \$26,943 (7 TEs & less than 100 student resource)

Look license: 1 year \$24 per license (approx. \$40,368 and \$10,000 for TEs)

iLit license: 3 years- \$162 per license (approx. \$109,188 over 3 years)

English 3D license: \$40 per license (approx \$4,000 and \$400 for TEs)

9.10



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.10 ELA Adoption Instructional Materials Purchase for Middle Schools
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	218,401.79
Budgeted	Yes
Budget Source	Lottery funds
Recommended Action	Staff recommends board approval of ELA Adoption materials purchases for the 2022-23 school year.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Instructional Materials Evaluation and Adoption

The SBE has the constitutional responsibility and authority to adopt instructional materials for grades one through eight (Article IX, Section 7.5 of the California Constitution) and statutory authority to adopt instructional materials for kindergarten. The evaluation criteria are typically incorporated in the curriculum frameworks. Instructional materials are broadly defined to include textbooks, technology-based materials, other educational materials, and tests.

RSD went through an adoption process for ELA during the 2021-2022 school year.

The SBE traditionally adopts only basic instructional materials programs; that is, programs that are designed for use by students and their teachers as a principal learning resource and that meet in organization and content the basic requirements of a full course of study (generally, one school year in length).

EC Section 60200(b)(1) calls for instructional materials adoptions to occur every eight years in language arts, mathematics, history–social science, science, and other subjects. Traditionally, the SBE has adopted instructional materials in arts, health, and world languages in addition to the four core curriculum areas. The SBE does not adopt instructional materials for physical education or career technical education.

Adoptions in the core subject areas are a powerful leverage point for education and improvement in student achievement. The impact of instructional materials on classroom learning is significant, and instructional materials have been shown to be an essential

tool for teachers in today's classrooms. Instructional materials serve as the primary mode of access for California's students to the state's content standards and the knowledge and skills they must master. Instructional materials also support teachers in making instructional decisions and selecting effective teaching strategies that lead to student mastery of the content standards.

Like the framework development process, the adoption process is designed to provide many opportunities for public comment.

Rio Elementary Sch District HMH Collections California 2017 6Yrs CP008433328 -.pdf (505 KB)

Administrative Content

Executive Content



Houghton Mifflin Harcourt

Proposal #008433328

Prepared For

Rio Elementary Sch District

Attention:

Ana Hernandez

ahernandez@rioschools.org

For the Purchase of:

HMH Collections California 2017 6Yrs

Prepared By

Kimberly Allee (AE)

kimberly.allee@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Ana Hernandez
ahernandez@rioschools.org

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Orlando, FL 32819-8647

Proposal for Rio Elementary Sch District

ISBN

Title

Price

Quantity

Value of All
Materials**Grade 6****Classroom Package****SRP/TRP**

1657657	9780544933842	Collections California Premium Student Resource Package (print w/6yr digital) Grade 6 2017	c	\$109.80	480	\$52,704.00
---------	---------------	--------------------------------------------------------------------------------------------	---	----------	-----	-------------

Package Includes:
 California Student Edition Grade 6
 Close Reader 6-year Print Subscription Grade 6
 California Student Edition and Close Reader eTextbook ePub 6-Year Grade 6
 California Interactive Digital Student Resources Enhanced 6-Year Grade 6
 California Downloadable Student Resource Tool Grade 6
 Performance Assessment 6-year Print Subscription Grade 6
 HMH Close Reads App, Grade 6

Included in package but must be entered as a no charge line item separately:
 3 Novels per Student or equivalent to 3 Novel Points.

1657630	9780544933576	Collections California Teacher Resource Package (print w/6yr digital) Grade 6	c	\$273.70	18	\$4,926.60
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Package Includes:
 California Teacher Edition Grade 6
 California Teacher Edition and Close Reader eTextbook ePub 6-Year Grade 6
 California Interactive Digital Teacher Resources Enhanced 6-Year Grade 6
 California Downloadable Teacher Resource Tool Grade 6
 Performance Assessment Teacher Edition Grade 6
 California Quick Start Pacing Guide Grade 6
 California Language Workshop Resources Grade 6
 California Language Workshop Teacher's Guide Grade 6
 California Language Workshop Assessment Handbook Grade 6

Total for Classroom Package**Total for Grade 6****\$57,630.60****Grade 7****Classroom Package****SRP/TRP**

1657658	9780544933859	Collections California Premium Student Resource Package (print w/6yr digital) Grade 7 2017	c	\$109.80	555	\$60,939.00
---------	---------------	--------------------------------------------------------------------------------------------	---	----------	-----	-------------

Package Includes:
 California Student Edition Grade 7
 Close Reader 6-year Print Subscription Grade 7
 California Student Edition and Close Reader eTextbook ePub 6-Year Grade 7
 California Interactive Digital Student Resources Enhanced 6-Year Grade 7
 California Downloadable Student Resource Tool Grade 7
 Performance Assessment 6-year Print Subscription Grade 7
 HMH Close Reads App, Grade 7

Included in package but must be entered as a no charge line item separately:
 3 Novels per Student or equivalent to 3 Novel Points.

1657633	9780544933606	Collections California Teacher Resource Package (print w/6yr digital) Grade 7	c	\$273.70	17	\$4,652.90
---------	---------------	-------------------------------------------------------------------------------	---	----------	----	------------

Package Includes:
 California Teacher Edition Grade 7
 California Teacher Edition and Close Reader eTextbook ePub 6-Year Grade 7
 California Interactive Digital Teacher Resources Enhanced 6-Year Grade 7
 California Downloadable Teacher Resource Tool Grade 7
 Performance Assessment Teacher Edition Grade 7
 California Quick Start Pacing Guide Grade 7
 California Language Workshop Resources Grade 7
 California Language Workshop Teacher Guide Grade 7
 California Language Workshop Assessment Handbook Grade 7

Send **Check Payments** to:
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 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Ana Hernandez
 ahernandez@rioschools.org

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**Proposal for
Rio Elementary Sch District**

ISBN	Title	Price	Quantity	Value of All Materials
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Total for Classroom Package

Total for Grade 7	\$65,591.90
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**Grade 8
Classroom Package**

SRP/TRP

1657659	9780544933866	Collections California Premium Student Resource Package (print w/6yr digital) Gr ade 8 2017	c	\$109.80	530	\$58,194.00
---------	---------------	---------------------------------------------------------------------------------------------	---	----------	-----	-------------

Package Includes:
 California Student Edition Grade 8
 Close Reader 6-year Print Subscription Grade 8
 California Student Edition and Close Reader eTextbook ePub 6-Year Grade 8
 California Interactive Digital Student Resources Enhanced 6-Year Grade 8
 California Downloadable Student Resource Tool Grade 8
 Performance Assessment 6-year Print Subscription Grade 8
 HMH Close Reads App, Grade 8

Included in package but must be entered as a no charge line item separately:
 3 Novels per Student or equivalent to 3 Novel Points.

1657636	9780544933637	Collections California Teacher Resource Package (print w/6yr digital) Grade 8	c	\$273.70	16	\$4,379.20
---------	---------------	-------------------------------------------------------------------------------	---	----------	----	------------

Package Includes:
 California Teacher Edition Grade 8
 California Teacher Edition and Close Reader eTextbook ePub 6-Year Grade 8
 California Interactive Digital Teacher Resources Enhanced 6-Year Grade 8
 California Downloadable Teacher Resource Tool Grade 8
 Performance Assessment Teacher Edition Grade 8
 California Quick Start Pacing Guide Grade 8
 California Language Workshop Resources Grade 8
 California Language Workshop Teacher Guide Grade 8
 California Language Workshop Assessment Handbook Grade 8

Total for Classroom Package

Total for Grade 8	\$62,573.20
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**HMH Professional Services
Getting Started**

1647687	9780544861893	California Collections 2017 Getting Started Live Online 2-Hour		\$920.00	1	\$920.00
---------	---------------	----------------------------------------------------------------	--	----------	---	----------

Participants engage in a variety of hands-on experiences to learn about California Collections organization, design, and resources, through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing California Collections in their respective learning environments.

Learning Outcomes:
 • Enrich daily instruction by applying knowledge of California Collections program organization and pedagogy
 • Support differentiation, assessment, and effective whole and small group instruction using HMH program resources and instructional tools
 • Enhance instructional delivery and student learning using HMH technology

Total for Getting Started

Coaching

1804245	9780358524069	Collections Multi-Team Online Coaching Membership 32-Sessions Grades 6-12		\$14,500.00	1	\$14,500.00
---------	---------------	---------------------------------------------------------------------------	--	-------------	---	-------------

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 Chicago, IL 60693

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 ahernandez@rioschools.org

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 Orlando, FL 32819-8647

**Proposal for
Rio Elementary Sch District**

ISBN

Title

Price

Quantity

Value of All
Materials

Total for Coaching

Total for HMH Professional Services**\$15,420.00**

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$201,215.70
Shipping & Handling:	\$0.00
Sales Tax:	\$17,186.09

Total Cost of Proposal (PO Amount):	\$218,401.79
--------------------------------------------	---------------------

Send **Check Payments** to:
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Ana Hernandez
ahernandez@rioschools.org

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Orlando, FL 32819-8647

Proposal for
Rio Elementary Sch District

Total Cost of Proposal (PO Amount): \$218,401.79

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Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
o Point of Contact for Print materials
o Point of Contact for Digital materials
o Point of Contact for Scheduling Professional Development
Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
Ship to: Rio Elementary School District, 1800 Solar Dr, Oxnard, CA 93030-2655
Sold to: Rio Elementary School District, 1800 Solar Dr, Oxnard, CA 93030-2655
Please provide funding start and end dates.
Please note that all products and services will be billed upon the processing of your purchase order.
Our payment terms are 30 days from the invoice date.
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Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

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Date of Proposal: 6/28/2022

Proposal Expiration Date: 8/12/2022



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Ana Hernandez
ahernandez@rioschools.org

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10.2



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of June 29, 2022
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of June 29, 2022
Minutes	View Minutes for Jun 29, 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 June 29, 2022.

Min06292022.pdf (60 KB)

Administrative Content

Executive Content

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



**Rio School District
Minutes
Regular Board Meeting
June 29, 2022
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

1. Open Session 5:00 p.m.

1.1 Call to Order

President Anderson called the meeting to order at 5:01 p.m.

1.2 Pledge of Allegiance

President Anderson led the flag salute.

1.3 Roll Call

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

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

There were no corrections, additions or modifications to the agenda.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson

Not Present at Vote: Edith Martinez-Cortes

3. Public Comment-Closed Session

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

Public comments were heard from Christie Henggeler.

President Anderson adjourned the meeting into closed session at 5:06 p.m.

4. Closed Session

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

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

4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023 and Superintendent End of Year Evaluation

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

5.1 Report of Closed Session

President Anderson reconvened the meeting into open session at 6:07 p.m.

President Anderson reported no action was taken during closed session.

6. Communications

6.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

6.2 Board Member Reports

Board member reports were heard from Trustee Torres.

6.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Elena Ramirez, President, CSEA.

6.4 Superintendent Report

Superintendent Puglisi gave an update on the RSD Summer Programs. A number of programs have already started the remainder will start after July 4th holiday.

6.5 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 Tara Eisenhauer.

7. Information

7.1 Educational Services Report

Veronica Rauschenberger, Director of School and Systems Improvement, presented the LCAP plan and provided information regarding parent involvement opportunities for the coming year.

7.2 RSD Universal Prekindergarten Plan

Dr. Sonya Mercado, Director of District Programs, presented the RSD Universal Prekindergarten Plan. Dr Mercado explained the TK expanded eligibility timeline stating that by 2025/26 children turning 5 by September 2 will be eligible to attend.

8. Discussion/Action

8.1 Provisional Board Member Appointment

Staff recommends that the Governing Board nominate and vote to appoint a Provisional Board Member to serve on the Governing Board until November of 2022.

Trustee Armas motioned to nominate Dr. Felix Eisenhower to serve as the Provisional Board Member.

Motion by Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Carries

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

Staff recommends that the Governing Board nominate and vote to appoint a Provisional Board Member to serve on the Governing Board until November of 2022.

Trustee Torres nominated Genevieve Flores Haro to serve as Provisional Board Member. As there was no second the motion dies.

Motion by Eleanor Torres, second NONE.

8.2 Resolution No. 21/22-26 of the Board of Trustees of the Rio Elementary School District Ordering a School Bond Election, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 8, 2022.

Staff recommends approval and adoption of Resolution No. 21/22-26 Ordering a School Bond Election, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 8, 2022.

Motion by Felix Eisenhower, second by Linda Armas.

Final Resolution: Motion Carries

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

8.3 Approval of Revised Certificated Salary Schedule reflecting 5% on Salary Increase
District staff recommends approval of this item.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

8.4 Approval of 2022-2023 Single Plan for Student Achievement for all Nine Schools
Staff recommends board approval of 2022-2023 SPSAs.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

8.5 Approval of the Local Control Accountability Plan
Staff recommends approval of local control accountability plan.

Motion by Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Carries

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

8.6 Adopted Budget for 2022/2023
Staff recommends approval of the Adopted Budget for 2022/2023

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

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

9. Consent

9.1 Approval of the Consent Agenda

Staff recommends approval of the agenda as presented.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

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

9.2 Approval of the Minutes of the Regular Board Meeting of June 22, 2022

9.3 Approval of the Personnel Report

9.4 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2022/2033
Resolution: Staff recommends approval of the contract renewal with Diane DeLaurentis FY 22/23

- 9.5 Approval of Contract Renewal with Steve Sunnarborg FY 2022/2023
- 9.6 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2022/23
- 9.7 Approval of Contract Renewal with Lawrence Interactive Media FY 2022/2023
- 9.8 Approval of the Contract Renewal with Learning Priority Software, Inc FY 22/23
- 9.9 Approval of the Certification of Signatures fiscal year 2022/2023
- 9.10 Approval of agreement with School Services of California for consulting services for 2022/2023
- 9.11 Approval of Contract with SAGE Realty Group for July 1, 2022 - June 30, 2023 for Consulting Services
- 9.12 Approval of Annual List of Pre-Qualified Bidders from Quality Bidders for 2022/2023
- 9.13 Approval of the 2022/2023 contract renewal with FoodCorps Service for the fourth year.
- 9.14 Approval of Amendment of Agreement to Child Nutrition Grocery Bid with SYSCO
- 9.15 Memorandum of Understanding with Oxnard Union High School District K12 Strong Workforce Program Grant Funds
- 9.16 Contract with Boys and Girls Club of Greater Oxnard and Port Hueneme to provide summer staffing and programs for 2022
- 9.17 Contract with Catalyst Kids, Inc. to provide summer PreK STEAM Camp
- 9.18 Lease Agreement with Catalyst Family Inc. for Preschool Services
- 9.19 Renewal of lease agreement with First 5 Ventura for the use of spaces in the Office of
- 9.20 Approval of the Non Public School – Passageway School Contract
- 9.21 Approval of the Contract with 360 Degrees Customer Inc. for Speech and Language Services

- 9.22 Approval of the Contract with Soliant Health for Speech and Language Services
- 9.23 Maxim Health Care Staffing Services Contract
- 9.24 Approval of Ventura County Indian Education Consortium MOU
- 9.25 Approval of the Stepping Stones Group Contract
- 9.26 Contract with Boys and Girls Club of Greater Oxnard and Port Hueneme for staffing of EXPLORE programs 2022-2023
- 9.27 Approval of Center for Effective Philanthropy, Inc. (CEP) Contract
- 9.28 Approval to Contract Renewal with Securly for Content Filtering System
- 9.29 Contract with MICOP for Mixteco translation and outreach services 2022-2023 school
- 9.30 Approval of Open Up Resource Workbook purchase for 2022-2023 School Year
- 9.31 Approval of the Annual Q SIS Hosting Service Level Agreement
- 9.32 Approval of the Taft Electric Co. Proposal for Rio Vista MPR Lighting Replacement and Upgrade
- 9.33 Approval for Superintendent to receive and approve lowest responsive bid for Playground Structures Site Work at Rio Del Sol, Project No. 22-10L REBID
- 9.34 Approval of the Contract Renewal with Hip Hop Mindset FY 2022/2023

10. Organizational Business

10.1 Future Items for Discussion: Trustees requested several topics for future meetings.

10.2 Future Meeting Dates: August 17, 2022

11. Adjournment

11.1 Adjournment

Approved on this 17th day of August, 2022.

John Puglisi, Ph.D., Secretary

Date

Edith Martinez-Cortes, Clerk of the Board

Date

10.3



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Minutes of the Special Board Meeting of July 13, 2022
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Special Board Meeting of July 1, 2022.
Minutes	View Minutes for Jul 13, 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 July 1, 2022.

MinSpec07132022.pdf (47 KB)

Administrative Content

Executive Content

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



**Rio School District
Minutes
Special Board Meeting
July 13, 2022
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.**

Members present

Eleanor Torres, Felix Eisenhower, Linda Armas, Kristine Anderson

1. Preliminary Business

1.1 Call to Order-5:00 p.m.

Trustee Armas called the meeting to order at 5:07 p.m.

1.2 Pledge of Allegiance

Trustee Armas led the flag salute.

1.3 Roll Call

Trustee Torres called the roll. Trustee Martinez-Cortez was absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections, additions or modifications to the agenda.

2.2 Approval of the Agenda

Staff recommends approval of the agenda, as presented.

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

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson

No: Edith Martinez-Cortes

3. Public Comment -Closed Session

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

There were no public comments.

Trustee Armas adjourned the meeting into closed session at 5:09 p.m.

4. Closed Session

4.1 Public Employee Appointment [Government Code 54957] Title: Rio del Norte School Principal; Rio del Sol School Assistant Principal and Rio Vista Middle School Assistant Principal

5. Open Session 5:45 p.m.

5.1 Reconvene Open Session/Report of Closed Session

Trustee Armas reconvened the meeting into open session at 7:34 p.m.

Trustee Armas reported the following action during closed session:

The Governing Board voted unanimously to appoint Betsy Pegler as Principal of Rio del Norte Elementary School.

The Governing Board voted unanimously to appoint Lisette Garcia as Assistant Superintendent of Rio del Sol School.

The Governing Board voted unanimously to appoint Nadia Mejia as Assistant Superintendent of Rio Vista Middle School.

6. Discussion/Information

6.1 Superintendent Report

Superintendent Puglisi provided the Governing Board with a School Safety Update. Discussion followed.

7. Adjournment

7.1 Future Meeting Dates: August 17, 2022

7.2 Adjournment

Trustee Armas adjourned the meeting at 7:56 p.m.

Approved on this 17th day of August, 2022.

John Puglisi, Ph.D., Secretary

Date

Edith Martinez-Cortes, Clerk of the Board

Date

10.4



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Ratification of the Commercial Warrant for June 9, 2022 through July 27, 2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	6,461,340.56
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period June 9, 2022 through July 27, 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 \$6,461,340.56 which includes processing payments for all funds of the District in the following amounts for the period June 9, 2022 through July 27, 2022.

Fund 010	General Fund	\$4,845,062.67
Fund 130	Cafeteria Fund	\$195,143.70
Fund 212	Building Fund Measure L	\$832,691.68
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$92,445.70
Fund 252	CAPITAL FACILITIES - COMMERCIAL	\$61,936.11
Fund 490	Capital Projects Fund for Blen	\$434,082.76
	Less Unpaid Tax Liability	<u>- \$22.06</u>
Total:		\$6,461,340.56

Commercial Warrant.pdf (1,950 KB)

Administrative Content

Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045763	07/07/2022	Harold Kennedy	010-3710	2,340.51	
5009045764	07/07/2022	Jo Ann Kennedy	010-3710	2,340.51	
5009045765	07/07/2022	Georgia Kerns	010-3710	2,340.51	
5009045766	07/07/2022	LAURA KRALL	010-3710	2,340.51	
5009045767	07/07/2022	Meredith Kruger	010-3710	2,340.51	
5009045768	07/07/2022	Christina Leonard	010-3710	2,304.90	
5009045769	07/07/2022	BEN LUCE	010-3710	2,340.51	
5009045771	07/07/2022	Marcia Marino	010-3710	2,340.51	
5009045772	07/07/2022	Joan Mayeda	010-3710	2,340.51	
5009045773	07/07/2022	APRIL MCCARTHY	010-3710	2,340.51	
5009045774	07/07/2022	Shirley McCafferty	010-3710	2,340.51	
5009045775	07/07/2022	Gail Nakamura-Meagher	010-3710	2,340.51	
5009045777	07/07/2022	Virginia Nedeleff	010-3710	2,340.51	
5009045778	07/07/2022	Debbie Orosco	010-3710	2,340.51	
5009045779	07/07/2022	Phil Otero	010-3710	2,340.51	
5009045780	07/07/2022	RUDY PALAZUELOS	010-3710	2,304.90	
5009045781	07/07/2022	Pattis R. Thompson	010-3710	2,340.51	
5009045782	07/07/2022	YVONNE RAILEY	010-3710	2,340.51	
5009045785	07/07/2022	Jose Rodriguez	010-3710	2,304.90	
5009045786	07/07/2022	SALLIE SANCHEZ	010-3710	2,340.51	
5009045787	07/07/2022	Darlene Serros	010-3710	2,340.51	
5009045788	07/07/2022	Linda Shaffer	010-3710	2,340.51	
5009045789	07/07/2022	Andrea Shaub	010-3710	2,340.51	
5009045790	07/07/2022	LYNN SILVIERA	010-3710	2,304.90	
5009045791	07/07/2022	CAROL SPRACKLEN	010-3710	2,340.51	
5009045792	07/07/2022	BEVERLY STARK	010-3710	2,340.51	
5009045793	07/07/2022	Eleanor Syrett	010-3710	2,340.51	
5009045795	07/07/2022	Gwen Thomas	010-3710	2,340.51	
5009045796	07/07/2022	HELEN TORRES	010-3710	2,304.90	
5009045797	07/07/2022	Jayne Tucker	010-3710	2,340.51	
5009045798	07/07/2022	Christina Valdivia	010-3710	2,304.90	
5009045799	07/07/2022	Lenora Weinerth	010-3710	2,340.51	
5009045800	07/07/2022	Darylene Williams	010-3710	2,340.51	
5009045801	07/07/2022	Sharlene Wilson	010-3710	2,340.51	
5009045972	07/21/2022	Tax Deferred Services Corporate Office Suite 209	010-3901	340,000.00	
5009045358	06/09/2022	PERMA BOUND	010-4200	179.49	
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	010-4200	44.13	
5009045441	06/21/2022	AMAZON CAPITAL SERVICES	010-4200	472.99	
5009045445	06/21/2022	Barnes & Noble Inc.	010-4200	1,834.60	
5009045490	06/23/2022	AMAZON CAPITAL SERVICES	010-4200	818.90	
5009045511	06/27/2022	AMAZON CAPITAL SERVICES	010-4200	171.41	
5009045713	07/07/2022	AMAZON CAPITAL SERVICES	010-4200	547.24	
5009045811	07/11/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4200	4,119.67	
5009045828	07/11/2022	PERMA BOUND	010-4200	608.50	

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Checks Dated 06/09/2022 through 07/27/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045860	07/14/2022	ASCD	010-4200	4,087.55	
5009045861	07/14/2022	Barnes & Noble Inc.	010-4200	252.52	
5009045882	07/14/2022	U.S. Bank Corporate Payment Systems	010-4200	1,411.16	
5009045893	07/18/2022	AMAZON CAPITAL SERVICES	010-4200	869.17	
5009045350	06/09/2022	Melchor, Rosalinda	010-4300	293.71	
5009045351	06/09/2022	Raymond, Kirk L	010-4300	120.75	
5009045358	06/09/2022	PERMA BOUND	010-4300	3,830.34	
5009045361	06/09/2022	Southpaw Enterprises	010-4300	38.00	
5009045362	06/13/2022	Advance Auto Parts	010-4300	597.04	
5009045364	06/13/2022	AMAZON CAPITAL SERVICES	010-4300	13,613.63	
5009045367	06/13/2022	Aswell Trophy	010-4300	1,168.54	
5009045369	06/13/2022	BARON INDUSTRIES	010-4300	496.69	
5009045371	06/13/2022	Center Glass Co	010-4300	611.00	
5009045377	06/13/2022	HOME DEPOT CREDIT SERVICES	010-4300	5,428.64	
5009045378	06/13/2022	ODP Business Solutions	010-4300	6,644.74	
5009045383	06/13/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	1,418.51	
5009045385	06/13/2022	Skechers USA Inc.	010-4300	56.95	
5009045386	06/13/2022	Southwest School & Office Supply	010-4300	2,043.77	
5009045387	06/13/2022	Steps to Literacy	010-4300	217.46	
5009045395	06/13/2022	US AIRCONDITIONING DIST.	010-4300	24.14	
5009045396	06/13/2022	VC Metals Inc	010-4300	21.30	
5009045397	06/13/2022	Velocity Truck Center	010-4300	729.23	
5009045407	06/16/2022	Aswell Trophy	010-4300	2,461.84	
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	010-4300	20,977.04	
5009045421	06/16/2022	VACA FLOWERS	010-4300	335.93	
5009045423	06/21/2022	RIO DEL SOL PTSA	010-4300	239.62	
5009045424	06/21/2022	Pimentel, Leslie T	010-4300	349.85	
5009045425	06/21/2022	Kelly, Wanda	010-4300	73.11	
5009045426	06/21/2022	Mosqueda, Margarita	010-4300	47.50	
5009045427	06/21/2022	O'Sullivan, Margaret	010-4300	107.74	
5009045428	06/21/2022	Terrazas, Stefanie R	010-4300	32.33	
5009045429	06/21/2022	Gutierrez, Rosaizela M	010-4300	49.83	
5009045430	06/21/2022	Kaneshiro, Judy M	010-4300	42.74	
5009045431	06/21/2022	Erickson, Adam L	010-4300	74.42	
5009045432	06/21/2022	Jimenez, Margarita C	010-4300	83.42	
5009045433	06/21/2022	Velez, Angel	010-4300	160.98	
5009045434	06/21/2022	Malette, Jeanine	010-4300	240.23	
5009045435	06/21/2022	Prado, Amy R	010-4300	265.22	
5009045437	06/21/2022	Hudson, Leslie	010-4300	376.06	
5009045438	06/21/2022	Gray, Ethan T	010-4300	218.03	
5009045441	06/21/2022	AMAZON CAPITAL SERVICES	010-4300	2,170.01	
5009045444	06/21/2022	Aswell Trophy	010-4300	682.81	
5009045455	06/21/2022	GIBBS INTERNATIONAL	010-4300	14,401.32	
5009045456	06/21/2022	GOPHER SPORTS	010-4300	330.37	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045457	06/21/2022	Green Thumb Nursery	010-4300	71.42	
5009045458	06/21/2022	House Sanitary Supply	010-4300	1,834.55	
5009045459	06/21/2022	Jostens	010-4300	12.37	
5009045460	06/21/2022	LAKESHORE	010-4300	1,278.12	
5009045464	06/21/2022	Mark It Place	010-4300	447.23	
5009045465	06/21/2022	McMaster-Carr	010-4300	236.01	
5009045466	06/21/2022	MHS	010-4300	47.50	
5009045467	06/21/2022	MONTGOMERY HARDWARE CO.	010-4300	3,470.89	
5009045471	06/21/2022	ODP Business Solutions	010-4300	9,310.36	
5009045476	06/21/2022	Sam's Club Synchrony Bank	010-4300	332.21	
5009045477	06/21/2022	SC FUELS	010-4300	11,201.32	
5009045478	06/21/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	1,823.38	
5009045482	06/21/2022	Sphero, Inc.	010-4300	3,314.20	
5009045488	06/21/2022	TOLEDO PHYSICAL EDUCATION SUPPLY CO INC	010-4300	2,435.70	
5009045489	06/21/2022	Traffic Technologies, LLC	010-4300	114.71	
5009045490	06/23/2022	AMAZON CAPITAL SERVICES	010-4300	2,471.03	
5009045491	06/23/2022	Aswell Trophy	010-4300	1,565.57	
5009045493	06/23/2022	Earth Easy	010-4300	2,369.80	
5009045494	06/23/2022	Freedom Writers Foundation	010-4300	928.00	
5009045501	06/23/2022	Natalie Spevak	010-4300	467.35	
5009045502	06/23/2022	ODP Business Solutions	010-4300	5,893.67	
5009045511	06/27/2022	AMAZON CAPITAL SERVICES	010-4300	6,070.58	
5009045513	06/27/2022	BARON INDUSTRIES	010-4300	936.00	
5009045519	06/27/2022	Printcylce	010-4300	965.93	
5009045520	06/27/2022	Rio School District	010-4300	458.85	
5009045521	06/27/2022	Rubber Neck Signs	010-4300	160.12	
5009045523	06/27/2022	SC FUELS	010-4300	434.11	
5009045527	06/27/2022	Southwest School & Office Supply	010-4300	173.70	
5009045542	06/28/2022	Center Glass Co	010-4300	439.00	
5009045546	06/28/2022	FERGUSON ENTERPRISES # 1350	010-4300	1,071.66	
5009045554	06/28/2022	Linde Gas & Equipment Inc.	010-4300	118.20	
5009045557	06/28/2022	MONTGOMERY HARDWARE CO.	010-4300	2,690.04	
5009045690	07/07/2022	Hernandez, Maria M	010-4300	476.19	
5009045692	07/07/2022	Zaritsky, Deborah H	010-4300	44.97	
5009045693	07/07/2022	Montoya, Vivian E	010-4300	177.39	
5009045698	07/07/2022	Murphy, Hannah L	010-4300	44.79	
5009045701	07/07/2022	Gray, Ethan T	010-4300	171.49	
5009045702	07/07/2022	Sixbey, Rebecca	010-4300	75.68	
5009045704	07/07/2022	Betzel, Kayce N	010-4300	98.04	
5009045713	07/07/2022	AMAZON CAPITAL SERVICES	010-4300	8,478.13	
5009045738	07/07/2022	Creative Balloons by Cathy LLC	010-4300	803.50	
5009045742	07/07/2022	DEMCO BIN 88623	010-4300	1,202.17	
5009045770	07/07/2022	MAPS.COM	010-4300	1,164.99	
5009045776	07/07/2022	Mindy Martinez	010-4300	563.75	
5009045784	07/07/2022	Rodolfo Sandoval	010-4300	158.00	

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Board Report

Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045804	07/11/2022	Stephen Clark	010-4300	650.00	
5009045805	07/11/2022	Jose Alcantar DBA Alcantar Orgnaic Farm	010-4300	2,354.00	
5009045806	07/11/2022	DEMCO BIN 88623	010-4300	193.45	
5009045813	07/11/2022	GOPHER SPORTS	010-4300	2,159.55	
5009045814	07/11/2022	Gralnger	010-4300	708.72	
5009045817	07/11/2022	Jostens	010-4300	60.38	
5009045818	07/11/2022	King & King Ranch	010-4300	160.00	
5009045823	07/11/2022	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010-4300	65.22	
5009045824	07/11/2022	ODP Business Solutions	010-4300	3,492.89	
5009045831	07/11/2022	The Parent Institute	010-4300	726.00	
5009045837	07/12/2022	VC Metals Inc	010-4300	101.29	
5009045838	07/12/2022	Velocity Truck Center	010-4300	340.01	
5009045843	07/14/2022	Pimentel, Leslie T	010-4300	113.95	
5009045844	07/14/2022	Arceo, Lucila	010-4300	14.69	
5009045845	07/14/2022	Navarro-Herrejon, Rosa E	010-4300	155.91	
5009045846	07/14/2022	Valdez, Marisela	010-4300	395.62	
5009045847	07/14/2022	Zaritsky, Deborah H	010-4300	11.98	
5009045848	07/14/2022	Steiner, Josh	010-4300	623.44	
5009045851	07/14/2022	Auerbach, Katherine A	010-4300	22.18	
5009045852	07/14/2022	Romano, David R	010-4300	19.95	
5009045853	07/14/2022	Rivera, Cynthia Y	010-4300	357.34	
5009045856	07/14/2022	Gray, Ethan T	010-4300	305.47	
5009045859	07/14/2022	Advance Auto Parts	010-4300	334.36	
5009045867	07/14/2022	Jostens	010-4300	24.10	
5009045871	07/14/2022	ODP Business Solutions	010-4300	675.79	
5009045874	07/14/2022	Sam's Club Direct	010-4300	280.14	
5009045875	07/14/2022	SC FUELS	010-4300	3,926.26	
5009045877	07/14/2022	Skechers USA Inc.	010-4300	45.56	
5009045882	07/14/2022	U.S. Bank Corporate Payment Systems	010-4300	16,828.20	
5009045884	07/15/2022	HOME DEPOT CREDIT SERVICES	010-4300	8,277.09	
5009045886	07/18/2022	Pimentel, Leslie T	010-4300	70.59	
5009045887	07/18/2022	Shaw Linder, Abbey	010-4300	360.51	
5009045893	07/18/2022	AMAZON CAPITAL SERVICES	010-4300	28,181.55	
5009045897	07/18/2022	ODP Business Solutions	010-4300	2,280.14	
5009045898	07/18/2022	Rubber Neck Signs	010-4300	491.63	
5009045900	07/19/2022	AMAZON CAPITAL SERVICES	010-4300	168.49	
5009045902	07/19/2022	Aswell Trophy	010-4300	3,786.02	
5009045908	07/19/2022	CCP Industries Inc.	010-4300	710.63	
5009045911	07/19/2022	DE SOTO SALES	010-4300	188.03	
5009045917	07/19/2022	FERGUSON ENTERPRISES # 1350	010-4300	30.03	
5009045920	07/19/2022	Sam's Club Direct	010-4300	129.06	
5009045925	07/21/2022	Steiner, Josh	010-4300	31.55	
5009045926	07/21/2022	Schuster, Lauren T	010-4300	97.54	
5009045927	07/21/2022	Auerbach, Katherine A	010-4300	96.14	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045929	07/21/2022	AMAZON CAPITAL SERVICES	010-4300	5,172.30	
5009045930	07/21/2022	Aswell Trophy	010-4300	927.20	
5009045931	07/21/2022	Barnes & Noble Inc.	010-4300	136.31	
5009045932	07/21/2022	BARON INDUSTRIES	010-4300	380.36	
5009045933	07/21/2022	CDTF	010-4300	657.00	
5009045945	07/21/2022	GIBBS INTERNATIONAL	010-4300	7,596.32	
5009045947	07/21/2022	GOPHER SPORTS	010-4300	315.73	
5009045950	07/21/2022	JOHNSTONE SUPPLY	010-4300	32.78	
5009045955	07/21/2022	MAYAN HARDWOOD, INC.	010-4300	21.65	
5009045958	07/21/2022	O'Reilly Auto Parts	010-4300	167.53	
5009045966	07/21/2022	SC FUELS	010-4300	2,677.86	
5009045983	07/25/2022	CATALINA ALMANZA	010-4300	45.95	
5009045986	07/25/2022	Martinez-Casta, Lisa	010-4300	120.82	
5009045987	07/25/2022	Zaritsky, Deborah H	010-4300	46.25	
5009045988	07/25/2022	Steiner, Josh	010-4300	12.70	
5009045990	07/25/2022	Fleming, Mary K	010-4300	449.03	
5009045991	07/25/2022	Romano, David R	010-4300	38.05	
5009045992	07/25/2022	Rivera, Cynthia Y	010-4300	183.19	
5009045993	07/25/2022	Cogswell, Anna F	010-4300	300.00	
5009045995	07/25/2022	Raymond, Kirk L	010-4300	1,054.15	
5009045998	07/25/2022	Rivera, Eugenia	010-4300	77.83	
5009045999	07/25/2022	Ordaz, Yvette B	010-4300	95.36	
5009046000	07/25/2022	AMAZON CAPITAL SERVICES	010-4300	1,977.50	
5009046003	07/25/2022	Cinemark-Century Riverpark	010-4300	1,200.00	
5009046006	07/25/2022	MONTGOMERY HARDWARE CO.	010-4300	1,478.94	
5009046009	07/25/2022	ODP Business Solutions	010-4300	17.70	
5009046010	07/25/2022	Proforma	010-4300	8,281.64	
5009046013	07/25/2022	School Safety solution	010-4300	1,298.97	
5009046015	07/26/2022	Aswell Trophy	010-4300	1,732.98	
5009046021	07/26/2022	Ewing Irrigation Products Inc	010-4300	150.91	
5009046026	07/26/2022	Southwest School & Office Supply	010-4300	4,936.25	
5009045377	06/13/2022	HOME DEPOT CREDIT SERVICES	010-4325	99.63	
5009045381	06/13/2022	Pioneer Chemical Co	010-4325	59.81	
5009045458	06/21/2022	House Sanitary Supply	010-4325	1,103.54	
5009045473	06/21/2022	Pioneer Chemical Co	010-4325	41.30	
5009045527	06/27/2022	Southwest School & Office Supply	010-4325	522.52	
5009045551	06/28/2022	House Sanitary Supply	010-4325	2,505.58	
5009045816	07/11/2022	House Sanitary Supply	010-4325	2,440.07	
5009045873	07/14/2022	Pioneer Chemical Co	010-4325	6,752.52	
5009045874	07/14/2022	Sam's Club Direct	010-4325	117.64	
5009045884	07/15/2022	HOME DEPOT CREDIT SERVICES	010-4325	1.88	
5009045961	07/21/2022	Pioneer Chemical Co	010-4325	300.66	
5009046023	07/26/2022	House Sanitary Supply	010-4325	1,346.54	
5009046026	07/26/2022	Southwest School & Office Supply	010-4325	2,914.29	
5009045884	07/15/2022	HOME DEPOT CREDIT SERVICES	010-4335	131.14	
5009046006	07/25/2022	MONTGOMERY HARDWARE CO.	010-4335	3,759.41	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045376	06/13/2022	Ewing Irrigation Products Inc	010-4360	680.68	
5009045377	06/13/2022	HOME DEPOT CREDIT SERVICES	010-4360	1,739.00	
5009045402	06/13/2022	YAMA LAWNMOWER REPAIR	010-4360	37.94	
5009045451	06/21/2022	Ewing Irrigation Products Inc	010-4360	561.04	
5009045477	06/21/2022	SC FUELS	010-4360	819.84	
5009045481	06/21/2022	Smith Pipe & Supply	010-4360	485.46	
5009045523	06/27/2022	SC FUELS	010-4360	1,059.28	
5009045803	07/11/2022	BARON INDUSTRIES	010-4360	277.73	
5009045826	07/11/2022	Pacific Earth Resources DBA Pacific Sod	010-4360	527.32	
5009045841	07/12/2022	YAMA LAWNMOWER REPAIR	010-4360	31.65	
5009045875	07/14/2022	SC FUELS	010-4360	734.13	
5009045884	07/15/2022	HOME DEPOT CREDIT SERVICES	010-4360	943.08	
5009045915	07/19/2022	Ewing Irrigation Products Inc	010-4360	3,213.88	
5009045935	07/21/2022	COGGS TIRE SERVICE	010-4360	458.08	
5009045943	07/21/2022	Ewing Irrigation Products Inc	010-4360	208.75	
5009045958	07/21/2022	O'Reilly Auto Parts	010-4360	36.58	
5009045966	07/21/2022	SC FUELS	010-4360	10.68	
5009046031	07/26/2022	YAMA LAWNMOWER REPAIR	010-4360	55.82	
5009045364	06/13/2022	AMAZON CAPITAL SERVICES	010-4400	16,944.35	
5009045487	06/21/2022	Tierney Brothers, Inc	010-4400	1,141.66	
5009045514	06/27/2022	C D W GOVERNMENT, INC.	010-4400	2,909.14	
5009045948	07/21/2022	GUITAR CENTER STORES, Inc. DBA Musician's Friend	010-4400	1,298.98	
5009045384	06/13/2022	Ventura County SELPA	010-5100	62,126.04	
5009045449	06/21/2022	EBS HEALTHCARE	010-5100	6,800.00	
5009045486	06/21/2022	The Stepping stones Group, LLC	010-5100	4,614.20	
5009045525	06/27/2022	Ventura County SELPA	010-5100	46,520.00	
5009045526	06/27/2022	Soliant Health LLC	010-5100	7,719.09	
5009045531	06/27/2022	The Stepping stones Group, LLC	010-5100	14,099.17	
5009045536	06/27/2022	Ventura County Office of Education Business	010-5100	18,451.37	
5009045706	07/07/2022	360 Degree Customer Inc.	010-5100	140,911.70	
5009045717	07/07/2022	Assistance League School	010-5100	8,253.25	
5009045827	07/11/2022	PASSAGEWAY, INC.	010-5100	3,958.92	
5009045879	07/14/2022	Soliant Health LLC	010-5100	5,179.92	
5009045975	07/21/2022	The Stepping stones Group, LLC	010-5100	1,764.62	
5009045349	06/09/2022	Amparan, Naomi A	010-5200	62.19	
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	010-5200	9,473.80	
5009045436	06/21/2022	Castellanos, Brenda	010-5200	16.61	
5009045439	06/21/2022	Hernandez, Ana G	010-5200	20.12	
5009045479	06/21/2022	SCHOOLS LEGAL SERVICES	010-5200	30.00	
5009045496	06/23/2022	MARIA HERNANDEZ	010-5200	187.85	
5009045498	06/23/2022	Leslie Hudson	010-5200	65.00	
5009045507	06/23/2022	UC REGENTS Chris Ograin	010-5200	1,080.00	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045533	06/27/2022	Ventura County Office of Education Business	010-5200	250.00	
5009045691	07/07/2022	Martinez-Casta, Lisa	010-5200	80.73	
5009045694	07/07/2022	Amparan, Naomi A	010-5200	58.38	
5009045695	07/07/2022	Aguilera, Rachel L	010-5200	18.72	
5009045697	07/07/2022	Tan, Charlene A	010-5200	19.48	
5009045700	07/07/2022	Dombrowski, Katherine	010-5200	28.90	
5009045703	07/07/2022	Perez, Paige	010-5200	22.23	
5009045705	07/07/2022	Vreeland, Leslie N	010-5200	2.34	
5009045844	07/14/2022	Arceo, Lucila	010-5200	35.04	
5009045854	07/14/2022	Beckman, Janelle	010-5200	22.87	
5009045855	07/14/2022	Minnis, Krista J	010-5200	69.15	
5009045857	07/14/2022	Godoy, Carlo	010-5200	376.03	
5009045881	07/14/2022	School Services Of California	010-5200	250.00	
5009045882	07/14/2022	U.S. Bank Corporate Payment Systems	010-5200	3,134.00-	
5009045888	07/18/2022	Romano, David R	010-5200	84.24	
5009045907	07/19/2022	CABE	010-5200	1,300.00	
5009045924	07/21/2022	Maria, Julie E	010-5200	1,751.09	
5009045928	07/21/2022	Romano, David R	010-5200	155.00	
5009045953	07/21/2022	Learning Without Tears	010-5200	139.00	
5009045984	07/25/2022	Carrillo, Josefina	010-5200	55.28	
5009045996	07/25/2022	Magana, Carlos S	010-5200	12.50	
5009045997	07/25/2022	Hernandez, Ana G	010-5200	20.48	
5009045909	07/19/2022	California School Boards Assn P O box 1660	010-5300	6,330.00	
5009045937	07/21/2022	California School Boards Assn P O box 1660	010-5300	15,830.00	
5009045414	06/16/2022	MWG MESTMAKER & ASSOCIATES	010-5450	160.00	
5009045919	07/19/2022	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009045450	06/21/2022	SOUTHERN CALIF. EDISON	010-5520	18,987.07	
5009045517	06/27/2022	SOUTHERN CALIF. EDISON	010-5520	6,102.09	
5009045942	07/21/2022	SOUTHERN CALIF. EDISON	010-5520	70,693.66	
5009045518	06/27/2022	THE GAS COMPANY	010-5530	2,076.17	
5009045370	06/13/2022	California American Water	010-5540	436.01	
5009045372	06/13/2022	CITY OF OXNARD	010-5540	26,462.20	
5009045394	06/13/2022	UNITED WATER CONSERVATION DIST	010-5540	3,492.48	
5009045443	06/21/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	484.00	
5009045730	07/07/2022	CITY OF OXNARD	010-5540	29,782.71	
5009045836	07/12/2022	UNITED WATER CONSERVATION DIST	010-5540	3,473.19	
5009045862	07/14/2022	California American Water	010-5540	257.69	
5009045863	07/14/2022	CITY OF OXNARD	010-5540	5,589.24	
5009045901	07/19/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	93.24	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045910	07/19/2022	CULLIGAN WATER	010-5540	359.00	
5009045978	07/21/2022	UNITED WATER CONSERVATION DIST	010-5540	4,932.10	
5009045544	06/28/2022	E J Harrison & Sons	010-5560	9,392.27	
5009045941	07/21/2022	E J Harrison & Sons	010-5560	9,236.36	
5009046020	07/26/2022	E J Harrison & Sons	010-5560	37.00	
5009045374	06/13/2022	De Lage Landen Financial Servi ces, Inc.	010-5600	206.49	
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	010-5600	3,869.34	
5009045500	06/23/2022	Magic Jump Rentals	010-5600	1,950.15	
5009045882	07/14/2022	U.S. Bank Corporate Payment Systems	010-5600	9,925.44	
5009045365	06/13/2022	AMERICAN BUILDING COMFORT	010-5610	734.24	
5009045366	06/13/2022	AMERICAN BUILDING COMFORT	010-5610	230.00	
5009045390	06/13/2022	TELCOM, INC	010-5610	135.00	
5009045391	06/13/2022	TENNANT SALES AND SERVICE CO.	010-5610	70.52	
5009045402	06/13/2022	YAMA LAWMOWER REPAIR	010-5610	38.50	
5009045446	06/21/2022	COGGS TIRE SERVICE	010-5610	36.30	
5009045455	06/21/2022	GIBBS INTERNATIONAL	010-5610	6,606.84	
5009045463	06/21/2022	M/M Mechanical Inc.	010-5610	231.06	
5009045733	07/07/2022	COGGS TIRE SERVICE	010-5610	219.17	
5009045815	07/11/2022	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009045822	07/11/2022	M/M Mechanical Inc.	010-5610	1,471.39	
5009045869	07/14/2022	M/M Mechanical Inc.	010-5610	679.03	
5009045880	07/14/2022	Sonitrol	010-5610	2.39	
5009045894	07/18/2022	C & M AUTO TRUCK ELECTRIC	010-5610	665.00	
5009045935	07/21/2022	COGGS TIRE SERVICE	010-5610	583.02	
5009045945	07/21/2022	GIBBS INTERNATIONAL	010-5610	1,930.69	
5009045959	07/21/2022	Pacific Equipment	010-5610	429.71	
5009046031	07/26/2022	YAMA LAWMOWER REPAIR	010-5610	56.65	
5009045819	07/11/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	1,819.40	
5009045820	07/11/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009045951	07/21/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	656.22	
5009045982	07/21/2022	XEROX CORPORATION	010-5612	7,949.93	
5009045359	06/09/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	397.63	
5009045474	06/21/2022	Platinum tow & Transport	010-5620	300.00	
5009045872	07/14/2022	CITY OF OXNARD OXNARD FIRE DEPARTMENT	010-5620	1,508.00	
5009045901	07/19/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5620	14.76	
5009045906	07/19/2022	Ron O'Brien dba Bee Specialist	010-5620	250.00	
5009045964	07/21/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	414.33	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045363	06/13/2022	Airgas	010-5630	101.74	
5009045453	06/21/2022	Fence Factory	010-5630	98.33	
5009045545	06/28/2022	Fence Factory	010-5630	98.33	
5009045899	07/19/2022	Airgas	010-5630	99.24	
5009045916	07/19/2022	Fence Factory	010-5630	98.33	
5009045353	06/09/2022	City of Ventura Parks and Recreation	010-5800	190.00	
5009045380	06/13/2022	PARADIGM HEALTHCARE SERVICES	010-5800	170.60	
5009045384	06/13/2022	Ventura County SELPA	010-5800	18,738.96	
5009045393	06/13/2022	UCSB MESA/OEP	010-5800	30,000.00	
5009045401	06/13/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,239.00	
5009045408	06/16/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	150.00	
5009045409	06/16/2022	Crown Plaza Ventura Beach	010-5800	1,414.02	
5009045411	06/16/2022	Freedom Writers Foundation	010-5800	6,000.00	
5009045412	06/16/2022	Luis Gerardo Guillen	010-5800	4,150.00	
5009045413	06/16/2022	Maria Laura Hendrix	010-5800	1,812.50	
5009045415	06/16/2022	Most Excellent Enterprises	010-5800	1,311.02	
5009045416	06/16/2022	Brian Richman DBA	010-5800	2,407.06	
5009045417	06/16/2022	Patrick Fisher	010-5800	2,750.00	
5009045418	06/16/2022	Premium Printing	010-5800	180.26	
5009045419	06/16/2022	Shaw HR Consulting	010-5800	100.00	
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	010-5800	5,330.92	
5009045440	06/21/2022	Adam Burton	010-5800	1,000.00	
5009045462	06/21/2022	Live Scan Ventura	010-5800	884.00	
5009045468	06/21/2022	Lisa Kelly dba Murals by Lisa Kelly	010-5800	1,550.00	
5009045469	06/21/2022	Nee Quaison Sackey	010-5800	1,800.00	
5009045470	06/21/2022	OC Tech Innovations Corp	010-5800	840.00	
5009045475	06/21/2022	Ponzuric Learning solutions	010-5800	3,375.00	
5009045480	06/21/2022	SERVICE PRO-FIRE PROTECTION	010-5800	325.00	
5009045483	06/21/2022	Sweetwater	010-5800	52.44	
5009045486	06/21/2022	The Stepping stones Group, LLC	010-5800	1,193.16	
5009045492	06/23/2022	Durham Transportation	010-5800	512.15	
5009045495	06/23/2022	Luis Gerardo Guillen	010-5800	3,250.00	
5009045499	06/23/2022	Michael Lorimer	010-5800	5,161.29	
5009045503	06/23/2022	Pegasus, Transit inc	010-5800	1,795.93	
5009045504	06/23/2022	Pegasus, Transit inc	010-5800	1,000.00	
5009045505	06/23/2022	Ponzuric Learning solutions	010-5800	1,537.50	
5009045506	06/23/2022	T-Mobile	010-5800	1,220.22	
5009045507	06/23/2022	UC REGENTS Chris Ograin	010-5800	1,890.00	
5009045515	06/27/2022	CALIFORNIA SCHOOL MANAGEMENT	010-5800	3,150.00	
5009045526	06/27/2022	Sollant Health LLC	010-5800	4,896.91	
5009045528	06/27/2022	Crown Castle	010-5800	2,245.10	
5009045531	06/27/2022	The Stepping stones Group, LLC	010-5800	3,645.83	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
			010-5800	2,550.00	
5009045534	06/27/2022	Ventura County Office of Education Business	010-5800	2,185.92	
5009045535	06/27/2022	Ventura County Office of Education Business	010-5800	3,520.00	
5009045537	06/27/2022	Ventura County Office of Education Business	010-5800	1,586.15	
5009045540	06/28/2022	All Languages Interpreting	010-5800	424.00	
5009045547	06/28/2022	FGL Environmental	010-5800	1,711.32	
5009045549	06/28/2022	Golden State Alarms, Inc.	010-5800	130.00	
5009045550	06/28/2022	Haynes Education Center (NPS) Star Academy	010-5800	18,941.76	
5009045555	06/28/2022	MAXIM STAFFING SOLUTIONS	010-5800	2,837.65	
5009045556	06/28/2022	Mobile Diesel Smoke Testing Services	010-5800	2,400.00	
5009045558	06/28/2022	Most Excellent Enterprises	010-5800	700.00	
5009045709	07/07/2022	All Languages Interpreting	010-5800	3,246.75	
5009045717	07/07/2022	Assistance League School	010-5800	2,950.50	
5009045740	07/07/2022	Ralph D' Oliveira	010-5800	4,475.00	
5009045762	07/07/2022	Maria Laura Hendrix	010-5800	.33	
5009045809	07/11/2022	Employment Dev Dept	010-5800	804.05	
5009045827	07/11/2022	PASSAGEWAY, INC.	010-5800	14.95	
5009045829	07/11/2022	Rain Master Irrigation Systems	010-5800	173.70	
5009045833	07/12/2022	T-Mobile	010-5800	171.11	
5009045839	07/12/2022	Ventura County Star	010-5800	90.00	
5009045865	07/14/2022	FGL Environmental	010-5800	9,924.48	
5009045870	07/14/2022	MAXIM STAFFING SOLUTIONS	010-5800	292.00	
5009045876	07/14/2022	SERVICE PRO-FIRE PROTECTION	010-5800	3,286.08	
5009045879	07/14/2022	Soliant Health LLC	010-5800	848.36	
5009045880	07/14/2022	Sonitrol	010-5800	1,367.78	
5009045882	07/14/2022	U.S. Bank Corporate Payment Systems	010-5800	3,465.00	
5009045883	07/15/2022	Maria Laura Hendrix	010-5800	4,690.00	
5009045885	07/15/2022	Nee Quaison Sackey	010-5800	21.76	
5009045890	07/18/2022	Orleans, Mary F	010-5800	1,190.00	
5009045892	07/18/2022	Adam Burton	010-5800	29,500.00	
5009045895	07/18/2022	Fulcrum Management	010-5800	4,950.00	
5009045896	07/18/2022	Learning Priority, Inc	010-5800	10,809.00	
5009045904	07/19/2022	AVID CENTER	010-5800	15,000.00	
5009045912	07/19/2022	DMTI INC	010-5800	2,245.10	
5009045922	07/19/2022	Crown Castle	010-5800	929.69	
5009045934	07/21/2022	TIME WARNER CABLE	010-5800	7,629.72	
5009045936	07/21/2022	Office of the District Attorney	010-5800	780.00	
5009045946	07/21/2022	Golden State Alarms, Inc.	010-5800	8,925.00	
5009045952	07/21/2022	Lawrence A. Wolf	010-5800	104.00	
5009045954	07/21/2022	Live Scan Ventura	010-5800	3,495.00	
5009045956	07/21/2022	MobyMAx	010-5800	4,550.00	
5009045957	07/21/2022	Most Excellent Enterprises			

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045960	07/21/2022	ParentSquare Inc.	010-5800	26,065.00	
5009045962	07/21/2022	Platinum tow & Transport	010-5800	300.00	
5009045963	07/21/2022	Reed Mechanical Systems Inc.	010-5800	6,200.00	
5009045967	07/21/2022	Seesaw Learning, Inc.	010-5800	18,900.00	
5009045970	07/21/2022	STARFALL EDU. FOUNDATION	010-5800	355.00	
5009045975	07/21/2022	The Stepping stones Group, LLC	010-5800	456.30	
5009045980	07/21/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,534.00	
5009045985	07/25/2022	Carcamo, Esther E	010-5800	50.00	
5009046007	07/25/2022	Most Excellent Enterprises	010-5800	1,750.00	
5009046008	07/25/2022	Moxi, The Wolf museum of Exploration & Innovation	010-5800	630.00	
5009046011	07/25/2022	Rain Master Irrigation Systems	010-5800	14.95	
5009046018	07/26/2022	Crown Plaza Ventura Beach	010-5800	61.60	
5009046019	07/26/2022	FRONTLINE TECH. GROUP, LLC	010-5800	1,000.00	
5009046024	07/26/2022	Santa Barbara Zoo	010-5800	315.00	
5009046025	07/26/2022	SERVICE PRO-FIRE PROTECTION	010-5800	2,535.00	
5009046029	07/26/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	867.00	
5009045903	07/19/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	75,053.75	
5009045368	06/13/2022	AT&T	010-5900	2,111.42	
5009045452	06/21/2022	FEDEX	010-5900	45.45	
5009045454	06/21/2022	Frontier Communications	010-5900	200.81	
5009045512	06/27/2022	AT&T	010-5900	67.65	
5009045538	06/27/2022	Windstream	010-5900	7,722.02	
5009045548	06/28/2022	Frontier Communications	010-5900	794.32	
5009045718	07/07/2022	AT&T	010-5900	1,858.52	
5009045839	07/12/2022	Ventura County Star	010-5900	120.26	
5009045918	07/19/2022	Frontier Communications	010-5900	320.92	
5009045944	07/21/2022	Frontier Communications	010-5900	251.05	
5009045699	07/07/2022	Pena, Heather J	010-5915	8.95	
5009045732	07/07/2022	CMRS-FP	010-5915	5,000.00	
5009045783	07/07/2022	Rio School District	010-5915	1,500.00	
5009045508	06/23/2022	VERIZON WIRELESS	010-5920	347.60	
5009045840	07/12/2022	VERIZON WIRELESS	010-5920	471.27	
5009045976	07/21/2022	Tuff Shed	010-6400	6,778.44	
5009045398	06/13/2022	Ventura County Office of Education Business	010-7142	782,522.00	
5009045399	06/13/2022	Ventura County Office of Education Business	010-7142	36,874.00	
5009045541	06/28/2022	Aswell Trophy	010-8699	4,311.27	
5009045559	07/01/2022	GARY MAYEDA	010-9201	6,852.82	
5009045560	07/01/2022	JACOB WALTRIP	010-9201	5,654.63	
5009045561	07/01/2022	LAWRENCE MISEL	010-9201	8,387.47	
5009045562	07/01/2022	Guzman, Hugo I	010-9201	550.17	
5009045563	07/01/2022	Nava, Rosalinda	010-9201	1,043.98	

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5009045564	07/01/2022	Navarro-Herrejon, Rosa E	010-9201	738.78	
5009045565	07/01/2022	Rodriguez, Soila R	010-9201	210.53	
5009045566	07/01/2022	Vasquez, Carmen	010-9201	1,088.16	
5009045567	07/01/2022	Juarez, Sara	010-9201	74.17	
5009045568	07/01/2022	Valadez, Rocio	010-9201	95.01	
5009045569	07/01/2022	Martinez-Casta, Lisa	010-9201	91.06	
5009045570	07/01/2022	Luna, Olga M	010-9201	45.75	
5009045571	07/01/2022	Salas, Ruth V	010-9201	95.01	
5009045572	07/01/2022	Handley, Angela M	010-9201	76.42	
5009045573	07/01/2022	Walzer, Mary E	010-9201	30.23	
5009045574	07/01/2022	Macias, Graciela	010-9201	22.34	
5009045575	07/01/2022	Tomimitsu, Ken O	010-9201	72.54	
5009045576	07/01/2022	Ohl, Cameron L	010-9201	70.06	
5009045577	07/01/2022	Landeros, Erica M	010-9201	145.09	
5009045578	07/01/2022	Lopez, Kimberlee A	010-9201	82.80	
5009045579	07/01/2022	Steiner, Josh	010-9201	57.32	
5009045580	07/01/2022	Gutierrez, Mayra	010-9201	738.84	
5009045581	07/01/2022	Batis, Elias D	010-9201	14.35	
5009045582	07/01/2022	Edwards, Marty L	010-9201	761.89	
5009045583	07/01/2022	Ceballos, Ralph	010-9201	1,503.32	
5009045584	07/01/2022	Lapiad, Leif V	010-9201	382.14	
5009045585	07/01/2022	Quijano, Nicole F	010-9201	336.64	
5009045586	07/01/2022	Maddox, Pamela M	010-9201	30.07	
5009045587	07/01/2022	Mendez, Candelaria	010-9201	372.34	
5009045588	07/01/2022	Williamson, Douglas L	010-9201	668.40	
5009045589	07/01/2022	Henggeler, Christie	010-9201	259.97	
5009045590	07/01/2022	Torres, Christina	010-9201	1,219.16	
5009045591	07/01/2022	Gwynn, Robert J	010-9201	336.82	
5009045592	07/01/2022	Diaz, Manuel	010-9201	365.18	
5009045593	07/01/2022	Griffin, Jaclyn A	010-9201	332.47	
5009045594	07/01/2022	Downing, Courtney A	010-9201	286.92	
5009045595	07/01/2022	Spencer, Darian	010-9201	1,332.52	
5009045596	07/01/2022	Alvarado, Janet	010-9201	13.81	
5009045597	07/01/2022	Huynh, Kathy	010-9201	2,290.74	
5009045598	07/01/2022	Gustafsson, Sonja	010-9201	31.19	
5009045599	07/01/2022	Franco, Celia	010-9201	28.59	
5009045600	07/01/2022	Munoz, Brenda	010-9201	103.21	
5009045601	07/01/2022	Jasso, Norma M	010-9201	219.36	
5009045602	07/01/2022	Mora, Patricia	010-9201	11.17	
5009045603	07/01/2022	Mares, Katherine N	010-9201	698.59	
5009045604	07/01/2022	Soucy, Jennifer L	010-9201	2,993.04	
5009045605	07/01/2022	Torres, Gabriella C	010-9201	2,721.13	
5009045606	07/01/2022	Rodriguez, Mayra Guadalupe Z	010-9201	170.06	
5009045607	07/01/2022	Cushing, Ellery A	010-9201	354.76	
5009045608	07/01/2022	Martinez, Karina	010-9201	248.27	
5009045609	07/01/2022	Hamilton, Breeanna C	010-9201	145.77	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045610	07/01/2022	Lopez, Judit C	010-9201	787.29	
5009045611	07/01/2022	Muller, Francisco	010-9201	106.33	
5009045612	07/01/2022	Garcia, Ruth B	010-9201	75.42	
5009045613	07/01/2022	Mendez, Maria Guadalupe	010-9201	182.86	
5009045614	07/01/2022	Ramirez, Minerva	010-9201	76.46	
5009045615	07/01/2022	Scharich, Jamie	010-9201	3,696.52	
5009045617	07/01/2022	Rocha Ortiz, Monica	010-9201	152.38	
5009045618	07/01/2022	Gonzalez, Carlos	010-9201	2,988.79	
5009045619	07/01/2022	Gonzalez, Yovanna	010-9201	3,152.95	
5009045620	07/01/2022	Spalluto, Katie A	010-9201	2,784.00	
5009045621	07/01/2022	Magana, Christian A	010-9201	3,671.23	
5009045622	07/01/2022	Avila, Gladys	010-9201	291.53	
5009045623	07/01/2022	Clausi, Joseph F	010-9201	3,978.10	
5009045624	07/05/2022	Mendoza, Jo Anna	010-9201	193.47	
5009045625	07/05/2022	Drennon, Marta J	010-9201	120.44	
5009045626	07/05/2022	Gonzalez, Betty	010-9201	65.23	
5009045627	07/05/2022	Beltran Walker, Barbara J	010-9201	60.14	
5009045628	07/05/2022	Serratos, Maria L	010-9201	228.40	
5009045629	07/05/2022	Barajas, Cindy	010-9201	160.90	
5009045630	07/05/2022	Adame, Robert	010-9201	406.11	
5009045631	07/05/2022	Alvarez, Julieta N	010-9201	64.75	
5009045632	07/05/2022	Espinoza, Cara L	010-9201	240.60	
5009045633	07/05/2022	Araiza, Ruth	010-9201	459.47	
5009045634	07/05/2022	Lopez, Aurelio	010-9201	292.32	
5009045635	07/05/2022	Betancourt, Sandra L	010-9201	307.39	
5009045636	07/05/2022	Anderson, Mutsuko Y	010-9201	94.07	
5009045637	07/05/2022	Nasca III, John D	010-9201	178.37	
5009045638	07/05/2022	Montoya, Vivian E	010-9201	705.95	
5009045639	07/05/2022	Del Rio, Juan M	010-9201	1,034.02	
5009045640	07/05/2022	Gutierrez, Mayra	010-9201	150.66	
5009045641	07/05/2022	Baez, Juan M	010-9201	363.84	
5009045642	07/05/2022	Preciado, Sheryl	010-9201	1,419.55	
5009045643	07/05/2022	Nungaray, Lourdes M	010-9201	483.20	
5009045644	07/05/2022	Diaz, Manuel	010-9201	288.71	
5009045645	07/05/2022	Gonzalez, Guadalupe	010-9201	278.82	
5009045646	07/05/2022	LaMorena, Maristella S	010-9201	161.31	
5009045647	07/05/2022	Martinez, Veronica	010-9201	2,834.30	
5009045648	07/05/2022	Bacon, Lorene G	010-9201	765.27	
5009045649	07/05/2022	Fino Rodriguez, Darlene D	010-9201	143.75	
5009045650	07/05/2022	Contreras, Ines V	010-9201	594.05	
5009045651	07/05/2022	Pazos, Leonor M	010-9201	1,177.28	
5009045652	07/05/2022	Sepulveda-Gallegos, Lourdes	010-9201	330.99	
5009045653	07/05/2022	Sanchez, Mayra	010-9201	902.19	
5009045654	07/05/2022	Gonzales, Myrna L	010-9201	125.50	
5009045655	07/05/2022	Ramos, Leticia	010-9201	581.04	
5009045656	07/05/2022	Galvan, Yanixsa M	010-9201	37.42	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045657	07/05/2022	Castaneda, Silvia	010-9201	1,249.65	
5009045658	07/05/2022	Morales, Priscilla	010-9201	1,298.41	
5009045659	07/05/2022	Marin, Sandra	010-9201	1,732.99	
5009045660	07/05/2022	Sajid, Ambreen	010-9201	1,747.68	
5009045661	07/05/2022	Caudillo Bravo, Ma G	010-9201	680.71	
5009045662	07/05/2022	Minier, Jeneen L	010-9201	1,550.09	
5009045663	07/05/2022	Mendoza Torralba, Brenda Z	010-9201	1,378.22	
5009045664	07/05/2022	Garcia Serratos, Juan M	010-9201	35.15	
5009045665	07/05/2022	Gaytan, Guadalupe	010-9201	2,009.26	
5009045666	07/05/2022	Lopez, Luz	010-9201	1,477.17	
5009045667	07/05/2022	Chavarria, Stephanie	010-9201	1,911.48	
5009045668	07/05/2022	Aguilar, Rubi	010-9201	147.66	
5009045669	07/05/2022	Garcia Baez, Josephine	010-9201	1,444.18	
5009045670	07/05/2022	Segovia, Mckayla M	010-9201	643.31	
5009045671	07/05/2022	Alvarez, Maria	010-9201	2,024.24	
5009045672	07/05/2022	Perez, Angellita	010-9201	105.05	
5009045673	07/05/2022	Martinez, Rodrigo	010-9201	1,244.44	
5009045674	07/05/2022	Lopez, Juana Y	010-9201	1,170.57	
5009045675	07/05/2022	Flowers, Lindsey	010-9201	182.16	
5009045676	07/05/2022	Magana, Jacqueline	010-9201	1,770.67	
5009045677	07/05/2022	Gonzalez, Evelyn	010-9201	755.94	
5009045678	07/05/2022	Ramirez, Manuel	010-9201	62.29	
5009045679	07/05/2022	Rodriguez, Martha L	010-9201	78.56	
5009045680	07/05/2022	Martinez, Mayra A	010-9201	9.99	
5009045681	07/05/2022	Romero, Serena	010-9201	42.68	
5009045682	07/05/2022	Preciado, Sofia	010-9201	535.44	
5009045683	07/05/2022	Blevins, Naseena	010-9201	331.12	
5009045685	07/05/2022	Sublette, Isabel C	010-9201	2,041.20	
5009045686	07/05/2022	Molina, Christopher	010-9201	1,230.09	
5009045687	07/05/2022	Camarena, Maria	010-9201	1,315.37	
5009045688	07/05/2022	Castro, Elia	010-9201	779.09	
5009045689	07/05/2022	Soto, Gabriela	010-9201	352.05	
5009045842	07/12/2022	Chavez, Maria D	010-9201	354.33	
5009045891	07/18/2022	Marquez, Maricruz	010-9201	2,082.57	
5009045940	07/21/2022	DUNN EDWARDS	010-9510	246.33	
5009045981	07/21/2022	Words2Action	010-9510	7,250.00	
5009046001	07/25/2022	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-9510	47,466.45	
5009046002	07/25/2022	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-9510	65,811.71	
5009046014	07/25/2022	Ventura County Office of Education Business	010-9510	349.60	
5009046016	07/26/2022	CABE	010-9510	4,885.00	
5009046017	07/26/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-9510	100.00	
5009046021	07/26/2022	Ewing Irrigation Products Inc	010-9510	558.52	
5009046022	07/26/2022	Grainger	010-9510	98.07	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046027	07/26/2022	Tierney Brothers, Inc	010-9510	453,850.72	
5009046030	07/26/2022	XEROX CORPORATION	010-9510	131.78	
5009046032	07/26/2022	Dr. Elizabeth Yeager	010-9510	4,443.75	
5009045360	06/09/2022	SISC FINANCE	010-9516	6,110.36-	
5009045830	07/11/2022	SISC FINANCE	010-9516	7,073.09	
5009045357	06/09/2022	United of Omaha Life Ins. Co.	010-9534	1,558.02	
5009045360	06/09/2022	SISC FINANCE	010-9534	724,610.57	
5009045830	07/11/2022	SISC FINANCE	010-9534	643,808.45	
5009045360	06/09/2022	SISC FINANCE	010-9537	54,801.46-	
5009045830	07/11/2022	SISC FINANCE	010-9537	23,123.81	
5009045794	07/07/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	101,277.21	
5009045616	07/01/2022	Vorhis, Sarah	Cancelled		3,879.86 *
Cancel	1	3,879.86	Total Number of Checks	599	4,845,062.67
5009045378	06/13/2022	ODP Business Solutions	130-4300	606.28	
5009045379	06/13/2022	P & R Paper Supply Co., Inc.	130-4300	11,551.19	
5009045388	06/13/2022	STEVENSON'S RESTAURANT EQUIP.	130-4300	210.79	
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	130-4300	3,885.07	
5009045457	06/21/2022	Green Thumb Nursery	130-4300	171.54	
5009045472	06/21/2022	P & R Paper Supply Co., Inc.	130-4300	9,724.83	
5009045477	06/21/2022	SC FUELS	130-4300	207.33	
5009045502	06/23/2022	ODP Business Solutions	130-4300	265.23	
5009045509	06/23/2022	Vta Signs & Screen Printing	130-4300	640.15	
5009045522	06/27/2022	Sam's Club Direct	130-4300	281.73	
5009045523	06/27/2022	SC FUELS	130-4300	1,191.84	
5009045551	06/28/2022	House Sanitary Supply	130-4300	3,403.80	
5009045812	07/11/2022	Food Safety Systems	130-4300	1,250.00	
5009045824	07/11/2022	ODP Business Solutions	130-4300	1,644.11	
5009045825	07/11/2022	P & R Paper Supply Co., Inc.	130-4300	3,724.55	
5009045874	07/14/2022	Sam's Club Direct	130-4300	73.15	
5009045875	07/14/2022	SC FUELS	130-4300	522.92	
5009045882	07/14/2022	U.S. Bank Corporate Payment Systems	130-4300	10,308.16	
5009045921	07/19/2022	STEVENSON'S RESTAURANT EQUIP.	130-4300	99.02	
5009045966	07/21/2022	SC FUELS	130-4300	229.21	
5009046009	07/25/2022	ODP Business Solutions	130-4300	226.63	
5009046028	07/26/2022	VENTURA REFRIGERATION SALES & SERVICE	130-4300	327.98	
5009045354	06/09/2022	Dominos Pizza	130-4710	1,326.32	
5009045375	06/13/2022	Driftwood Dairy, Inc.	130-4710	5,898.98	
5009045389	06/13/2022	SYSCO VENTURA, INC.	130-4710	4,615.01	
5009045392	06/13/2022	THE BERRY MAN, INC.	130-4710	3,856.90	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	130-4710	328.77	
5009045447	06/21/2022	Dominos Pizza	130-4710	36.00	
5009045448	06/21/2022	Driftwood Dairy, Inc.	130-4710	6,429.10	
5009045461	06/21/2022	Laubacher Farms, inc	130-4710	1,225.00	
5009045484	06/21/2022	SYSCO VENTURA, INC.	130-4710	2,870.03	
5009045485	06/21/2022	THE BERRY MAN, INC.	130-4710	11,519.05	
5009045516	06/27/2022	Driftwood Dairy, Inc.	130-4710	2,397.44	
5009045529	06/27/2022	SYSCO VENTURA, INC.	130-4710	7,584.75	
5009045530	06/27/2022	THE BERRY MAN, INC.	130-4710	3,414.75	
5009045553	06/28/2022	King & King Ranch	130-4710	1,632.00	
5009045807	07/11/2022	Dominos Pizza	130-4710	2,471.00	
5009045808	07/11/2022	Driftwood Dairy, Inc.	130-4710	3,384.27	
5009045818	07/11/2022	King & King Ranch	130-4710	18.00-	
5009045835	07/12/2022	THE BERRY MAN, INC.	130-4710	5,725.40	
5009045850	07/14/2022	Alfaro, Maria	130-4710	70.44	
5009045913	07/19/2022	Driftwood Dairy, Inc.	130-4710	3,243.68	
5009045939	07/21/2022	Driftwood Dairy, Inc.	130-4710	519.06	
5009045971	07/21/2022	SYSCO VENTURA, INC.	130-4710	22,930.40	
5009045974	07/21/2022	THE BERRY MAN, INC.	130-4710	26,861.64	
5009045420	06/16/2022	U.S. Bank Corporate Payment Systems	130-5200	677.42	
5009045849	07/14/2022	Heller, Dulce M	130-5200	10.99	
5009045889	07/18/2022	Piper, Lacey	130-5200	221.13	
5009045989	07/25/2022	Heller, Dulce M	130-5200	15.00	
5009045994	07/25/2022	Roa, Lucila	130-5200	14.25	
5009045382	06/13/2022	Puretec Industrial Water	130-5600	573.18	
5009045400	06/13/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	1,427.43	
5009045979	07/21/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	574.81	
5009046028	07/26/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	1,379.15	
5009045982	07/21/2022	XEROX CORPORATION	130-5612	159.05	
5009045442	06/21/2022	Anna Jackson	130-5800	7,000.00	
5009045715	07/07/2022	Anna Jackson	130-5800	7,000.00	
5009045949	07/21/2022	Water Walkers Inc Health-E Pro	130-5800	4,005.00	
5009045368	06/13/2022	AT&T	130-5900	16.97	
5009045839	07/12/2022	Ventura County Star	130-5900	1,062.68	
5009045348	06/09/2022	AMBER FRANCO	130-8634	47.00	
5009045406	06/16/2022	NALLELI A. MALDONADO	130-8634	2,040.00	
5009045729	07/07/2022	CDE/CASHIER'S OFFICE	130-9320	23.18	
5009046030	07/26/2022	XEROX CORPORATION	130-9510	28.96	
Total Number of Checks			61	195,143.70	
5009045422	06/16/2022	Worldwide Moving & Storage	212-5800	4,005.00	
5009045543	06/28/2022	Colbi Technologies, Inc	212-5800	7,015.00	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009045839	07/12/2022	Ventura County Star	212-5800	1,577.96	
5009045858	07/14/2022	Abundance Internet Inc.	212-5800	2,200.00	
5009045938	07/21/2022	Cyber Copy	212-5800	333.32	
5009045977	07/21/2022	US BANK	212-5800	3,850.00	
5009045552	06/28/2022	KBZ Architects	212-6101	600.00	
5009045352	06/09/2022	Banner Bank	212-6102	1,747.50	
5009045356	06/09/2022	Los Angeles Engineering	212-6102	33,202.50	
5009045545	06/28/2022	Fence Factory	212-6102	7,588.60	
5009046005	07/25/2022	Fence Factory	212-6102	587.78	
5009045866	07/14/2022	California Geological Survey	212-6135	3,600.00	
5009045410	06/16/2022	EJS Construction, Inc	212-6202	31,350.00	
5009045745	07/07/2022	EJS Construction, Inc	212-6202	20,900.00	
5009045552	06/28/2022	KBZ Architects	212-6219	36,944.57	
5009045524	06/27/2022	Pacific OneSource, Inc STS education	212-6400	1,130.74	
5009045720	07/07/2022	BC Rincon Construction	212-9510	21,487.16	
5009045802	07/11/2022	Banner Bank	212-9510	247.50	
5009045810	07/11/2022	Fence Factory	212-9510	7,000.00	
5009045821	07/11/2022	Los Angeles Engineering	212-9510	4,702.50	
5009045868	07/14/2022	KENCO CONSTRUCTION SERVICES	212-9510	14,155.00	
5009045905	07/19/2022	BALFOUR BEATTY CONSTRUCTION	212-9510	38,200.00	
5009045914	07/19/2022	EJS Construction, Inc	212-9510	588,751.55	
5009046004	07/25/2022	Environmental Testing Assoc.	212-9510	1,515.00	
Total Number of Checks			23	832,691.68	
5009045731	07/07/2022	CLASS LEASING, LLC	251-5600	63,400.00	
5009045864	07/14/2022	CLASS LEASING, LLC	251-5600	23,660.00	
5009045463	06/21/2022	M/M Mechanical Inc.	251-5610	45.77	
5009045822	07/11/2022	M/M Mechanical Inc.	251-5610	291.43	
5009045869	07/14/2022	M/M Mechanical Inc.	251-5610	134.50	
5009045355	06/09/2022	Fence Factory	251-5800	4,914.00	
Total Number of Checks			6	92,445.70	
5009045832	07/12/2022	Rio School District	252-5600	12,600.00	
5009045923	07/19/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009045404	06/14/2022	Rio School District	252-5800	1,825.00	
5009045405	06/14/2022	Manuel M. Munoz DBA VIDA NEWSPAPER	252-5800	1,675.00	
5009045839	07/12/2022	Ventura County Star	252-5800	1,532.11	
5009045965	07/21/2022	Rio School District	252-5800	3,785.25	
5009045973	07/21/2022	Tetra Tech Divisions	252-5800	6,766.00	
5009046012	07/25/2022	Rio School District	252-5800	6,180.44	
5009045497	06/23/2022	JENSEN DESIGN & SURVEY	252-6135	4,125.00	
5009045743	07/07/2022	DEPARTMENT OF GENERAL SERVICES SRF Fiscal Services	252-6220	322.50	
5009045532	06/27/2022	Tuff Shed	252-6400	7,897.81	
5009045969	07/21/2022	Stantec Consulting Services	252-9510	2,627.00	

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Checks Dated 06/09/2022 through 07/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
Total Number of Checks			12	61,936.11	
5009045403	06/14/2022	Pacific West Communities, Inc	490-5600	7,500.00	
5009045373	06/13/2022	Cyber Copy	490-5800	246.64	
5009045510	06/23/2022	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	1,950.00	
5009045539	06/27/2022	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	1,850.00	
5009045839	07/12/2022	Ventura County Star	490-5800	1,713.56	
5009045552	06/28/2022	KBZ Architects	490-6101	26,767.00	
5009045878	07/14/2022	Smith Mechanical Electrical	490-6202	3,610.00	
5009045552	06/28/2022	KBZ Architects	490-6219	2,519.00	
5009045834	07/12/2022	Tech-Wall	490-9510	11,821.56	
5009045868	07/14/2022	KENCO CONSTRUCTION SERVICES	490-9510	7,600.00	
5009045968	07/21/2022	Smith Mechanical Electrical	490-9510	368,505.00	
Total Number of Checks			10	434,082.76	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	598	4,845,062.67
130	Cafeteria Fund	61	195,143.70
212	Building Fund Measure L	23	832,691.68
251	CAPITAL FACILITIES - RESIDENTI	6	92,445.70
252	CAPITAL FACILITIES COMMERCIAL	12	61,936.11
490	Capital Projects Fund for Blen	10	434,082.76
Total Number of Checks		684	6,461,362.62
Less Unpaid Tax Liability			22.06-
Net (Check Amount)			6,461,340.56

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 

10.5



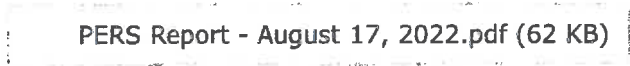
Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Approval of August Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Aug 17, 2022
Absolute Date	Aug 17, 2022
Recommended Action	Staff recommends approval of the August personnel report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:



Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT
August 17, 2022

Certificated Personnel Report

Certificated Resignation:

Lauer, Meghan, Teacher, LOA 21/22 School Year, Effective 07/21/2022
Reves, Echo, EL TOSA, Rio District , (1.0 FTE) Effective 06/30/2022
Jimenez, Sarahi, Middle School Assistant Principal, Rio del Vista, (1.0 FTE) Effective 06/30/2022
Bravo, Brenda, Principal, Rio Plaza (1.0 FTE) Effective 06/30/2022

Certificated Ratification of Employment:

Hudson, Jeff, Middle School ELA / SS, Rio del Sol (1.0 FTE) to District TOSA ELA/ELD Effective 22/23 School year
Lewis Abriol, Darryl, 5th Grade Teacher, Rio del Norte (1.0 FTE) to Rio Vista 6th Grade Math/Sci. Effective 22/23 School Year
Ranieri, Leigh, 8th Grade Teacher, Rio del Sol (1.0 FTE) to Rio del Norte 4th Grade Effective 22/23 School Year
VanConas, Andrew, 7/8th Grade Math Teacher, Rio Vista (1.0 FTE) to Rio del Sol 8th Grade Math/Sci Effective 22/23 School Year

Certificated Leave of Absence:

Minichiello, Elise, Middle School Science Teacher, Rio del Valle, (1.0 FTE) Leave of Absence Effective 22/23 School Year
Martinez, Hernan, Middle School Physical Education Teacher, Rio Vista, (1.0 FTE) 30% Leave of Absence Effective 22/23 School Year

Classified Personnel Report

Classified Involuntary Transfer:

Cardenas, Yunuen, from After School Program Site Coordinator, (5.5) hours, Rio Del Sol, to After School Program Site Coordinator, (5.5) hours, Rio Lindo, effective 8/23/22
Paz, Sammy from After School Program Site Coordinator, (5.5) hours, Rio Lindo, to After School Program Site Coordinator, (5.5) hours, Rio del Sol, effective 8/23/22

Classified Promotion:

Eskridge, Susan, from Account Clerk I/ASB, (4)hrs & Account Clerk II, (4)hrs to Account Clerk II, (8)hrs, effective 8/1/22

Classified Ratification of Employment:

Eskridge, Susan, Account Clerk I/ASB, (4) hours, District Office, effective 6/27/22
Eskridge, Susan, Account Clerk II, (4) hours, District Office, effective 6/27/22
Esquivel, Samantha, Social Emotional Behavior & Intervention Specialist, District Office, effective 8/1/22

Classified Resignation:

Rivera, Maria, from Data Analyst, 8 hours, District Office, effective, 8/4/22

10.6



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Approval of 2022-2023 Retired Administrators Contracts
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	100,000.00
Budgeted	Yes
Budget Source	General Fund and ELOP Funds
Recommended Action	Staff recommends approval of the 2022-2023 retired administrators contracts

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Each Year we enter into an agreement/contract with retired administrators who can come in and cover the school sites in the event that we have a site administrator who has to be away from their campus for extended periods of time due to illness, family emergencies, school business, conferences, etc.

Having retired administrators available to us ensures that we are able to find some coverage to our schools to provide extra support and ensure student safety. The dollar amount for any single retired administrator shall stay under the retiree CALSTRS earning cap.

Substitute Administrator Contracts 22-23.pdf (1,984 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



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022, by and between the RIO SCHOOL DISTRICT, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as the "District" and Tim Weir, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of \$642.68 per day, on an as-needed basis. The contract shall begin on August 23, 2022 and end on June 30, 2023. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. EXPENSES.

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

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

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

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

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

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

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

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

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

Certificates of Insurance shall:

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

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

5. INDEMNIFICATION / HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

9. COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements, unless the District determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

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

APPENDIX A – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2022 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022, by and between the RIO SCHOOL DISTRICT, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as the “District” and Larry Misel, hereinafter referred to as the “Contractor.”

WITNESSETH:

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

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

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

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

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

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

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of \$642.68 per day, on an as-needed basis. The contract shall begin on August 23, 2022 and end on June 30, 2023. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

5. **INDEMNIFICATION / HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

9. **COMPLIANCE WITH FINGERPRINT LAWS.** Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements, unless the District determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

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

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

RIO SCHOOL DISTRICT

Director of Human Resources Date

Director of Fiscal Services Date

Superintendent or Designee Date

CONTRACTOR

Authorized Signature Date

Larry Misel

Print or Type Name

Tax ID #

Address

Address

Phone #

Fax #

E-mail Address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2022 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022, by and between the RIO SCHOOL DISTRICT, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as the "District" and Gary Mayeda, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of \$642.68 per day, on an as-needed basis. The contract shall begin on August 23, 2022 and end on June 30, 2023. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

5. INDEMNIFICATION / HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

9. COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements, unless the District determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

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

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

RIO SCHOOL DISTRICT

Assistant Superintendent of School & Date
Systems Improvement

Director of Fiscal Services Date

Superintendent or Designee Date

CONTRACTOR

Authorized Signature Date

Gary Mayeda

Print or Type Name

Tax ID #

Address

Address

Phone # Fax #

E-mail Address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2022 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022, by and between the RIO SCHOOL DISTRICT, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as the "District" and Joseph Clausi, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of \$642.68 per day, on an as-needed basis. The contract shall begin on August 23, 2023 and end on June 30, 2023. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

5. INDEMNIFICATION / HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

9. COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements, unless the District determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

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

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

RIO SCHOOL DISTRICT

Director of Human Resources Date

Director of Fiscal Services Date

Superintendent or Designee Date

CONTRACTOR

Authorized Signature Date

Print or Type Name

Tax ID #

Address

Address

Phone #

Fax #

E-mail Address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2022 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022, by and between the RIO SCHOOL DISTRICT, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as the "District" and Mike Lorimer, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of **\$642.68 per day**, on an as-needed basis. The contract shall begin on **August 23, 2022** and end on **June 30, 2023**. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. EXPENSES.

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

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

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

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

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

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

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

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

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

Certificates of Insurance shall:

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

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

5. **INDEMNIFICATION / HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

9. **COMPLIANCE WITH FINGERPRINT LAWS.** Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements, unless the District determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

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

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

RIO SCHOOL DISTRICT

Director of Human Resources Date

Director of Fiscal Services Date

Superintendent or Designee Date

CONTRACTOR

Authorized Signature Date

Print or Type Name

Tax ID #

Address

Address

Phone #

Fax #

E-mail Address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2022 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022, by and between the RIO SCHOOL DISTRICT, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as the "District" and Jacob Waltrip, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of \$642.68 per day, on an as-needed basis. The contract shall begin on August 23, 2022 and end on June 30, 2023. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

5. INDEMNIFICATION / HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

9. COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements, unless the District determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

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

APPENDIX A – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2022 at _____, California.

Signature

Print Name Here



AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022, by and between the RIO SCHOOL DISTRICT, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as the "District" and Anne Jenks hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

2. **COMPENSATION AND TERM.** In consideration of the services to be rendered by the Contractor, the District agrees to pay at the rate of \$642.68 per day, on an as-needed basis. The contract shall begin on August 23, 2022 and end on June 30, 2023. These dates may be changed by an amendment to this agreement signed by both parties. There is no mileage reimbursement.

3. EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

5. **INDEMNIFICATION / HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents, employees, and volunteers from any and all loss, costs and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained, arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

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

9. **COMPLIANCE WITH FINGERPRINT LAWS.** Certain entities that contract with a school district are required to comply with Education Code Section 45125.1 regarding fingerprinting requirements, unless the District determines that the contracting entity will have limited contact with pupils.

Contractor need not comply with fingerprint certification requirement.

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

APPENDIX A – CERTIFICATION OF FINGERPRINTING

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

I. Identification of the Parties:

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

II. Certifications

I make the following certifications under penalty of perjury:

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

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

Dated: _____, 2022 at _____, California.

Signature

Print Name Here

10.7



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Williams Quarterly Complaint 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, Assistant 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 July, 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.

10.8



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Williams Quarter 4 Report from VCOE
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

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

Attached is the quarter 4 report for Rio School District. There were no visits conducted in quarter 4.

609 Rio SD - Williams Q4 Visitation Report.pdf (120 KB)

Administrative Content

Executive Content

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**Ventura County Office of Education
2021-22 Williams Report
Quarter 4 (April - June 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 4 Visitations

District/School	Instructional Materials	Facilities
Rio Elementary School District		
Rio del Norte Elementary	No visit conducted in Q4	
Rio Lindo Elementary	No visit conducted in Q4	
Rio Plaza Elementary	No visit conducted in Q4	
Rio Real Elementary	No visit conducted in Q4	
Rio Rosales Elementary	No visit conducted in Q4	
Rio del Valle Middle School	No visit conducted in Q4	
Rio Vista Middle School	No visit conducted in Q4	

10.9



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of DMTI Renewal Contract for the 2022-2023 school year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	158,600.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval DMTI contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District would like to continue the partnership with Developing Mathematical Thinking Institute (DMTI).

The contract is for 64 days of professional development and access to curricular resources during the 2022-23 school year with five Rio School District schools.

The cost breakdown is \$79,300 which will be paid in August 2022 and the other half of \$79,300 in January 2023.

DMTI Services 2022-2023 Contract.pdf (398 KB)

Administrative Content

Executive Content

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CONTRACT FOR SERVICES

This Agreement is made between Rio School District (Client) with a principal place of business at 1800 Solar Dr. 3rd Floor, Oxnard, CA 93030, and DMTI Inc. (Contractor) with a principal place of business at 6006 N. Duxbury Pier Ave., Garden City ID 83714. This Agreement will become effective on July 1, 2022, and will end no later than June 30, 2023.

SERVICES

DMTI Inc. agrees to perform the following services:

Services
<p>Professional Development (2022-2023) (see Appendix A for more details)</p> <ul style="list-style-type: none"> 64 days with 5 schools
<p>Curricular Resources (2022-2023)</p> <p>Access to</p> <ul style="list-style-type: none"> Unit Curriculum Maps (K-8) Unit Overviews (K-8) Unit Common Assessments (K-8) Unit Curricular Modules and Videos(K-8) PMA (K-2 screener and diagnostic) and Targeted Activities IMA (3-6 diagnostic) and Targeted Activities Video Tutorials, Supplemental Materials, and Varied Practice Sheets Classroom Fluency Apps

PAYMENT

In consideration of the above services to be performed by DMTI Inc., the Client agrees to pay the following: \$158,600 for 64 days of professional development and access to curricular resources for the 2022-2023 year. All travel costs are included. Payment can be made in August 2022 (\$79,300) and January 2023 (\$79,300). The contractor will submit an invoice at the time of payment.

STATE AND FEDERAL TAXES

Contractor is an independent contractor, and not an employee of Client. Client shall not control the means, methods and techniques of Contractor in providing the services described in this Agreement.

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

FRINGE BENEFITS

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

WORKERS' COMPENSATION

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work, if requested.

UNEMPLOYMENT COMPENSATION

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

INSURANCE AND INDEMNIFICATION

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement; provided that such loss or liability is not a result of Client's fault, negligence or disregard. This indemnification shall include, but not be limited to any and all claims, losses, damages, judgements, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client arising out of this Agreement.

CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. To the extent Contractor has access to, or views any student data or information of any kind (including but not limited to test scores, testing data, grade reports, academic information, personal information, or any other information

of any kind related to students (herein after referred to as Student Information), Contractor shall handle such Student Information in a manner compliant with state and federal laws, including without limitation the Family Education Right to Privacy Act (20 U.S.C. § 1232g) and Idaho's Student Data Accessibility and Accountability Act of 2014, and shall not disclose or disseminate Student Information except to authorized personnel of Client. Access to Student Information is restricted to (i) Contractor's employees and vendors [authorized by Client], and (ii) employees and contractors that receive access to Student Information (A) by virtue of, or (B) to perform of their job functions properly. Client will promptly and reasonably authorize employees and contractors of Contractor to access Student Information as requested by Contractor. Jonathan Brendefur, Sam Strother, Jackie Ismail, and Nerdy Dragons have each been authorized by Client to access Student Information as outlined by this Agreement.

Contractor has taken commercially reasonable steps to mitigate unauthorized data breaches or other unauthorized Student Information disclosures. Contractor shall use such Student Information solely to provide the services of this Agreement and for no other purpose. Notwithstanding the foregoing, Contractor may use (i) aggregated Student Information for secondary uses, or (ii) individual Student Information for secondary uses, but only if Contractor discloses in clear detail the secondary uses and receives written permission from the student's parent or legal guardian; provided, however, Contractor must first disclose to Client in detail any secondary uses of Student Information, including, but not limited to, sales, marketing or advertising uses. Client shall obtain express parental consent for secondary uses disclosed under this Agreement prior to deployment of Contractor's services under this Agreement. Secondary uses

To the extent Contractor's services include databases, online services, student assessments, or instructional support which includes Student Information, Contractor agrees it will destroy all such Student Information within a reasonable time after this Agreement terminates, consistent with applicable statutes. If Contractor fails to destroy Student Information in databases, online services, student assessments, or instructional support, Contractor may be subject to a penalty for non-compliance in the amount of \$100 per violation. Failure for Contractor to comply with Idaho Code § 33-133 may, under Idaho Code, result in Contractor being liable for a civil penalty not to exceed fifty thousand dollars (\$50,000) per violation.

Contractor agrees to indemnify and hold harmless Client from and against any and all losses, claims, damages, judgments, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client as a result of any violation of this provision; provided that such loss or liability is not a result of Client's fault, negligence or disregard.

INTELLECTUAL PROPERTY OWNERSHIP

To the extent that the work performed by Contractor under this Agreement (Contractor's Work) includes any work of authorship entitled to protection under the copyright laws, the parties agree to the following provisions.

- Contractor's Work has been specially ordered and commissioned by Client as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act.
- Contractor's Work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law.
- Contractor shall be the sole author of Contractor's Work and any work embodying the Contractor's Work according to the United States Copyright Act.

- Contractor agrees not to use any of the intellectual property mentioned above for the benefit of any other party including Contractor without Client's prior written permission.

THE AGREEMENT

Either party may terminate this Agreement any time by giving written notice to the other party of the intent to terminate.

As indicated herein, the Contractor's confidentiality obligations shall survive termination of this Agreement.

Should the parties terminate this Agreement prior to completion of services, the Client shall receive a reimbursement of all paid yet un-earned payments for services under this Agreement less documented expenses already incurred by Contractor.

EXCLUSIVE AGREEMENT

This is the entire Agreement between Contractor and Client.

SEVERABILITY

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

APPLICABLE LAW

This Agreement will be governed by the laws of the state of Idaho.

NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement,
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by email, fax or telex to the last email, fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

NO PARTNERSHIP

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

RESOLVING DISPUTES

If a dispute arises under this Agreement, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which she may be entitled.

NO WAIVER OF IMMUNITY

By entering into this Agreement, Client does not waive its governmental immunity, and does not waive any of the defenses, limitations or immunities provided to it under Idaho law. Client expressly reserves the right to assert immunity as a defense to any action arising under this contract.

SIGNATURES

Client:

_____/_____/2022
John Puglisi, PhD, Superintendent

Contractor:

Jonathan Brendefur, PhD, President

APPENDIX A

PROFESSIONAL DEVELOPMENT SERVICES

This proposal/contract is for Rio School District. DMTI will partner with RSD to provide math professional development services, which include professional development workshops, embedded professional development, and access to K-6 curricular resources in English and Spanish. These resources include primary and intermediate screeners and diagnostics with targeted activities, core instructional units, supplemental resources, and math fact fluency games/apps.

When teachers attend DMTI's professional development and implement our curricular resources the following benefits occur:

- teachers' understanding of mathematics increases,
- teachers' instructional practices improve,
- students' understanding of mathematics increases,
- students' discourse and ability to talk mathematically improve,
- state test scores increase.

Professional Development Options

Summer Institute on Number (Year 1): This workshop (up to 35 educators) will focus on key mathematical teaching ideas. The content will address topics in number (e.g., addition, subtraction, multiplication, and division of whole numbers, fractions, and decimals and concepts of fluency, place value, and patterns. We will focus on how students come to understand math and how we should provide opportunities.

Summer Institute on Measurement and Geometry (Year 2): This workshop helps teachers and administrators (up to 35 educators) develop a deep understanding of the structural components of measurement, geometry, and related topics taught in grades three through pre-algebra and in understanding the progressions of how students build a procedural and conceptual understanding of the mathematics over time. This workshop should provide educators with a framework for promoting these topics and an organizational tool while taking the course, and a reference after completing the course.

Summer Institute on Data Analysis (Year 3): This workshop helps teachers and administrators (up to 35 educators) develop a deep understanding of the structural components of data analysis, probability and statistics, and related topics taught in fifth grade through pre-algebra and in understanding the progressions of how students build a procedural and conceptual understanding of the mathematics over time. This workshop will provide you with a framework for how to promote these topics.

Embedded Professional Development

Lesson and Unity Study: These meetings will include grade-level teachers and, as much as possible, the instructional coaches and principals. Each visit will ensure teachers take the end-of-unit common assessments and read the unit overviews. These are critical to ensuring all teachers, instructional coaches, and principals are knowledgeable about the language, models, mathematics, and instructional practices needed for upcoming units that they are teaching. Using the DMT Framework and Classroom Structure

document and the DMT Lesson Plan Template, we will focus on lessons from the DMTI Modules and how to implement warm-ups, promote the main tasks, build structural language, provide varied practice sheets, and use exit tickets. The DMTI mathematics specialist will debrief with teachers, coaches, and principals. We will also highlight wherein the units it is possible to supplement other curricular resources.

Observation, Co-teaching, and Feedback: These meetings will include grade level/band teachers, instructional coaches, and principals. Based on day one’s discussion and lesson planning, one teacher with a DMTI math specialist will take the lead in teaching the lesson. The other grade level teachers, instructional coaches, and principals will take specific notes on what and how the teacher is conducting the lesson and, more importantly, what students are doing and saying. We will debrief the lesson with other teachers’ intent to attempt similar lessons in their classrooms.

PD Structure for 2022-2023

Overall Cost to Partner and Work with 5 schools

Rio School District						
	Amount	Days	Schools	2022-2023	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	64	2	\$153,600	Grades K-6	64
Zoom PD	\$1,000				Zoom (1 day/month - all grades)	
Curriculum	\$1,800		6	\$0	In price with contract	
		Classrooms				
PMA +	\$250	120		\$0	In price with contract	
IMA +	\$250	120		\$0	In price with contract	
			Teachers			
Classroom						
Fluency Apps	\$50	120		\$6,000		
Workbooks	\$15					
Math Packs	\$90					
				\$159,600		64

Rio del Mar (Robert Guynn)

- 18 days
- Access to DMTI Instructional Units and Curricular Resources

Rio del Mar						
	Amount	Days	Schools	2022-2023	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	18	1	\$43,200	Grades K-6	18
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	In price with contract	
		Classrooms				
PMA +	\$250	20		\$0	In price with contract	
IMA +	\$250	20		\$0	In price with contract	
		Teachers				
Classroom						
Fluency Apps	\$50	20		\$1,000		
Workbooks	\$15					
Math Packs	\$90					
				\$44,200		18

Rio Rosales (Ryan Howatt)

- 12 days
- Access to DMTI Instructional Units and Curricular Resources

Rio Rosales						
	Amount	Days	Schools	2022-2023	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	12	1	\$28,800	Grades K-6	12
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	In price with contract	
		Classrooms				
PMA +	\$250	20		\$0	In price with contract	
IMA +	\$250	20		\$0	In price with contract	
		Teachers				
Classroom						
Fluency Apps	\$50	20		\$1,000		
Workbooks	\$15					
Math Packs	\$90					
				\$29,800		12

Rio Lindo (Adeline Mendez)

- 12 days
- Access to DMTI Instructional Units and Curricular Resources

Rio Lindo						
	Amount	Days	Schools	2022-2023	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	12	1	\$28,800	Grades K-6	12
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	In price with contract	
		Classroom				
		s				
PMA +	\$250	20		\$0	In price with contract	
IMA +	\$250	20		\$0	In price with contract	
		Teachers				
Classroom						
Fluency Apps	\$50	20		\$1,000		
Workbooks	\$15					
Math Packs	\$90					
				\$29,800		12

Rio Plaza (Margarita Mosqueda)

- 14 days
- Access to DMTI Instructional Units and Curricular Resources

Rio Plaza						
	Amount	Days	Schools	2022-2023	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	14	1	\$33,600	Grades K-6	14
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	In price with contract	
		Classrooms				
PMA +	\$250	20		\$0	In price with contract	
IMA +	\$250	20		\$0	In price with contract	
		Teachers				
Classroom						
Fluency Apps	\$50	20		\$1,000		
Workbooks	\$15					
Math Packs	\$90					
				\$34,600		14

Rio del Sol (Ryan Emery)

- 1 day of upfront pd and 7 days of in-school support
- Access to DMTI Instructional Units and Curricular Resources

Rio del Sol						
	Amount	Days	Schools	2022-2023	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	8	1	\$19,200	Grades K-6	8
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	In price with contract	
		Classroom				
		5				
PMA +	\$250	20		\$0	In price with contract	
IMA +	\$250	20		\$0	In price with contract	
		Teachers				
Classroom						
Fluency Apps	\$50	20		\$1,000		
Workbooks	\$15					
Math Packs	\$90					
				\$20,200		8

10.10



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Approval of California Lutheran University STEAM Pilot Program MOU
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of The California Lutheran University STEAM Pilot Program MOU.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

On October 22th, the Saturday Language Academy students will be going to Cal Lutheran for university tours. On October 29th Cal Lutheran personnel and Amgen scientists and engineers will be coming to the Saturday Language Academy and sharing STEM activities with all the students.

The purpose of these activities is to encourage the RSD Language Academy students to pursue careers in STEM. This grant is being provided by Cal Lutheran and at no cost to RSD.

MOU-Rio CLU (1).pdf (362 KB)

Administrative Content

Executive Content

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Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made on this 13th day of May, 2022, by and between **California Lutheran University**, of 60 West Olsen Road, Thousand Oaks, California 91360, hereinafter referred to as CLU; and **Rio School District**, of 1800 Solar Drive, Oxnard, California 93036, hereinafter referred to as RSD; for the purpose of achieving the various aims and objectives relating to the project known as

STEAM | Cal Lutheran (Powered by Amgen) Pilot Program

WHEREAS CLU and RSD (the “Partners”) desire to enter into a Memorandum of Understanding, setting out the working arrangements that each of the Partners agree are necessary to carry out the STEAM | Cal Lutheran (Powered by Amgen) Pilot Program, the parties therefore agree as follows:

Purpose

The purpose of this Memorandum is to provide a clear understanding of responsibilities, roles, and resources regarding the STEAM | Cal Lutheran (Powered by Amgen) Pilot Program between CLU and RSD.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the STEAM | Cal Lutheran (Powered by Amgen) Pilot Program by means of the following individual services.

Project Objectives

CLU’s goal for the project is to influence elementary aged students’ knowledge, skills, and beliefs related to facets of science, technology, engineering, art, and mathematics. Additionally, CLU hopes the project will help influential leaders connect with the efforts at local schools, and that Cal Lutheran’s undergraduate students will spark a greater interest in mentoring and/or teaching.

Specifically, the project will aim to achieve the following objectives:

- Improve students’ knowledge of STEAM content;
- Improve students’ confidence in engaging with STEAM activities;
- Improve students’ knowledge of STEAM careers;
- Improve students’ knowledge of how STEAM topics are relevant to their lives;
- Bolster the enthusiasm of key local leaders for supporting STEAM education in their communities;
- Inspire undergraduate Cal Lutheran students to consider mentoring others and/or teaching in STEAM fields.

Key Performance Indicators (Definition of Success)

The University has identified the following indicators of successful program implementation and outcomes.

Delivery of programming:

- 1) 60 students from low-income communities and populations traditionally underrepresented in STEAM careers will attend each event.
- 2) Participation at each event will include at least six Cal Lutheran faculty members, five Amgen volunteers, and four Cal Lutheran STEAM undergraduate students.
- 3) Survey responses from event stakeholders will show that they felt respected, valued and prepared during the planning, implementation and evaluation of the program.

Outcomes:

- 1) At least 75% of participants will be able to state how STEM is relevant in some way to their lives and/or interests.
- 2) At least 85% of participants will state they learned something new related to STEM, and at least 85% of participants will report increased confidence in STEM.
- 3) At least 85% of participants will state they have a better understanding of what people in STEM careers study or do.

Programmatic Activities

The activities and services for the STEAM | Cal Lutheran (Powered by Amgen) Pilot Program shall include, but are not limited to:

a. Services to be rendered by CLU include:

- Participate in proactive, attentive, and consistent communication with RSD.
- Provide inquiry-based, hands-on activities on facets of science, technology, engineering, agriculture, art, and mathematics, during a Saturday program approximately between September 1 - November 1, 2022, on-site at RSD. The program will approximately be held from 8:30 am- 12:30 pm. The program will feature approximately 16 different activities led by CLU faculty, CLU undergraduate students, and employees of Amgen Inc. Each activity leader will hold expertise in a domain of science, technology, engineering, agriculture, art, and/or mathematics, or will receive relevant training in the content area prior to the program. Efforts will be made for some activity leaders to be proficient in the languages preferred by RSD families. Example activities: a demonstration of electrical circuitry through the use of graphite; an exploration of structural engineering by testing the strength of structures made from toothpicks and gum drops; designing catapults using popsicle sticks to understand motion.
- Conduct evaluation during and after the program in order to assess the achievement of key performance indicators.
- Provide materials and supplies for hands-on activity stations that would engage 60 students and their families, and signage.
- Provide a light breakfast and lunch for 60 students and their families, and for RSD, CLU and Amgen personnel.
- Collaborate with RSD to provide reasonable accommodations to students who may have a need for assistance or modified activities.

- Design a separate enrichment experience benefitting RSD participants that will occur on the campus of Cal Lutheran at a mutually agreed upon date.
- Provide written material to RSD in order to advertise the event(s) and/or to recruit students and their families. Cal Lutheran will collaborate with RSD on a plan to translate materials into languages preferred by RSD families.
- Document programming with photography, and in the University's social media and other marketing channels.
- Provide an impact report to RSD and other key stakeholders by December 2022.

b. Services to be rendered by RSD include:

- Participate in proactive, attentive, and consistent communication with CLU. *Note: If RSD staff are unavailable during the summer months, RSD should please re-assign planning tasks to a different individual who will be accessible during the summer months.*
- Select/recruit approximately 60 students in 3rd-5th grade and their families to participate in program(s). Conduct outreach to families to remind them of the importance of attending and participating.
- Provide ample notice to CLU of any participants in need of accommodation.
- Ensure CLU has access to the location one day prior to the event for set-up, including access to a secure storage area.
- Provide the use of outdoor space, electrical outlets, on-site water supply, utilities, etc... that are suitable to enhance the teaching and learning experience for the students and presenters to support successful implementation of the program.
- Shall allow for the use of parking lots.
- Provide transportation to RSD students and families who will need assistance getting to event location. Note: The cost of bus drivers will be reimbursed by CLU.
- Cooperate in evaluation activities.
- Provide janitorial services, the cost of which will be reimbursed by CLU.
- Agree to the use of photography during events, and the use of images in the University's social media and other marketing channels. RSD may also make use of images from the program. RSD must follow CLU's logo guidelines described here: <https://www.callutheran.edu/offices/marketing/brand/logo/>

Contacts

The primary program contacts are as follows:

Rio School District

Name: Oscar Hernandez

Title: Assistant Superintendent, Educational Services

Phone: 805-485-3111 ext. 2131

Email: ohernandez@rioschools.org

Name: Wanda Kelly

Title: Director, Student/Family Services
Phone: 805-983-1662, ext. 2308
Email: wkelly@rioschools.org

California Lutheran University

Name: Justina Posadas
Title: Project Coordinator, STEAM | Cal Lutheran (Powered by Amgen)
Phone: 805-493-3266
Email: japosadas@callutheran.edu

Name: Maria Thayer
Title: Director of Hispanic-Serving Initiatives and Diversity, Equity, and Inclusion Programs
Phone: 805-493-3065
Email: mthayer@callutheran.edu

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Remedies

In the event of a dispute between the Partners, or if a Partner abrogates their responsibilities, the following remedies may be pursued: formation of a dispute resolution group composed of mutually agreed upon representatives from CLU and RSD; withholding of reimbursement until a resolution is reached; whole or partial suspension or termination of this Memorandum. If a dispute resolution group is used, the group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of this dispute resolution group will be final.

In the event of municipal or state-wide public health related shut-downs, natural disasters, civil unrest or the like, which impede project activities, the following remedies may be pursued: exploration of a new date or a new format for programming; whole or partial suspension or termination of this Memorandum.

Term

The arrangements made by the partners by this Memorandum shall remain in place from May 13, 2022 until May 12, 2023. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of California.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be reasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the parties obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of the Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organization, and individuals.
- c. This Memorandum will be effective upon the signature of both Partners.
- d. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

This Agreement shall be effective as of the date first written above.

California Lutheran University
Regina Biddings-Muro, Ed.D.
Vice President, University Advancement

Rio School District
Oscar Hernandez
Assistant Superintendent, Educational Services

10.11



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval of 360 Degree Customer Inc. Consultant Agreement
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	119,315.20
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of 360 degree consultant agreement.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Due to a shortage in qualified Speech and Language Pathologist Assistants (SLPA) applying directly to the district for positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary to contract with 360 Degree Customer Inc. for one Speech and Language Pathologist Assistant for the 2022-2023 school year.

The contracted Speech and Language Pathologists Assistant will be held to the same standard as district employees and will be provided training to ensure that they are able to meet the needs of their student's IEPs. The contracted SLPA will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

[360 degrees Speech Pathologist Contract.pdf \(402 KB\)](#)

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.

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the July 22th, 2022, between the Rio Unified School District (hereinafter referred to as RSD) located at 1800 Solar Drive, CA 93030 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Court # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

- A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

- B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

- C. COMPENSATION For the full performance of this agreement, the RSD shall pay the Consultant as follows: Consultant's Fee :

- a.) For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b.) Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

2. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the
- b.) Consultant shall indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the RSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD.

- c.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify,

hold harmless, and defend the RSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by RSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

d.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the RSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the RSD the identities of any board member, officer, or employee of the RSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. EQUIPMENT AND FACILITIES RSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. ASSIGNMENT Without the written consent of the RSD, this agreement is not assignable by the Consultant.
7. NON-SOLICITATION OF EMPLOYEES: RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to RSD. After completion of 1 full billable year, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.
8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. TIME. Time is the essence of this agreement.
10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.
11. WITHHOLDING. The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.
13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

14. TERMINATION. The RSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), RSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the RSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the RSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the RSD, or to utilize the RSD's letterhead or logo without the prior consent of the RSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The RSD shall provide job specifications and instructions.
TRAINING	The RSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO RSD	The consultant's work is essential to RSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at RSD or any other provisions listed in part A.
JOB LOCATION	RSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by RSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.

PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (RSD Representative)

Signature: _____

Date Signed: _____

Branch / Dept.: _____

Address (or Mail Code): _____

Phone / Fax: Ph: _____

E-Mail Address: _____

CONSULTANT

Signature: _____

Date Signed: _____

Title: CEO

Company Name & Address: 360 Degree Customer Inc

473 Sapena Court # 7 Santa Clara, CA 95054

Phone / Fax: Ph 408-406-7253, Fx 408-719-9900

E-Mail Address: gulneesh@360customer.com

ADDENDUM – A

Term: 2022- 2023

Name: Liza Faught

Title: Speech Therapist Assistant (Spanish Bilingual)

Rate: \$82.40/hour

10.12



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Contract with Camarillo Family YMCA to provide ELOP-funded kindergarten afterschool program at Rio del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	67,500.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of YMCA Contract for Kindergarten Program at Rio del Sol.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The Expanded Learning of Rio Elementary (EXPLORE) program will start its inaugural year at Rio del Sol in 22-23. Unduplicated pupils and kindergarten students have priority. The Camarillo Family YMCA has met the need for before and after school care on the Rio del Sol campus for the past few years via a fee-based program. The YMCA will provide programming and staffing for the Rio del Sol ELOP-funded kindergarten EXPLORE program.

Del Sol ELOP YMCA Contract.pdf (489 KB)

Administrative Content

Executive Content

RIO SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this 17th _____ day of August _____, 2022 _____ by and between Rio School District (hereinafter referred to as "District") and Camarillo Family YMCA, (hereinafter referred to as "Provider.")

PROVIDER.

Camarillo Family YMCA

Provider

805-484-0423

Telephone Number

3111 Village at the Park Dr.

Street Address

805-388-7087

Fax Number

Camarillo, CA. 93012

City, State, Zip code

Megan.voshell@ciymca.org

E-mail Address

95-1643379

Tax Identification or Social Security Number

566215644

License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other _____

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

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

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

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

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

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

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

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on August 23, 2022, and terminate on June 30, 2022. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

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

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

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

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

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

<u>Rio School District</u> District	_____
Attn: Oscar Hernandez _____	Provider
_____	Attn: _____
<u>1800 Solar Dr., 3rd Floor</u> Street	_____
_____	Street
<u>Oxnard, CA 93030</u> City, State, Zip Code	_____
_____	City, State, Zip Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.


25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

27. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

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

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

<u>Rio School District</u> District By: _____ Signature <u>John Puglisi, Ph.D.</u> Name <u>Superintendent</u> Title	_____ Provider  Signature <u>MIKE EVANS</u> Name <u>FACILITIES & RISK MANAGER</u> Title
------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Approved as to form:

Signature

Name
District Counsel

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provider will:

- Hire three staff to serve up to 30 Rio del Sol kindergarten students
- Maintain 10:1 student to staff ratio
- Communicate with District HR to ensure that staff meet expanded learning staff qualifications
- Allow opportunities for professional development provided by District and Provider
- Collaborate closely with District After School Program Coordinator at Rio del Sol

WORK SCHEDULE:

- August 24-June 15
- Monday-Friday
- 12:30pm-6:30pm
- Staff 6 hours per day (30 hours per week per staff)

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ 67,500_____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

EXPENSES:

Staff Wages: \$61,000 (\$18.00 per hour per staff)

Program Supplies: \$2,500.00

Curriculum: \$2,000.00

Director Related Expense: \$2,000

TOTAL- _____ **\$67,500.00**

10.13



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Renewal of Child Care Service Contract with YMCA
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of YMCA Child Care Service Contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The Expanded Learning of Rio Elementary (EXPLORE) program will start its inaugural year at Rio del Sol in 22-23. Unduplicated pupils and kindergarten students have priority. Rio del Sol families have expressed a need for additional tuition-based childcare on campus. The YMCA has met the need for before and after school care on the Rio del Sol campus for the past few years.


[YMCA Child Care Service Contract.pdf \(365 KB\)](#)

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.

CHILD CARE SERVICES AGREEMENT

This Service Agreement ("the Agreement") is made and entered into this _ day of August, 2022 by and between Rio School district (hereinafter referred to as "District") and Camarillo Family YMCA, (Hereinafter referred to as "Provider".)

PROVIDER

Camarillo Family YMCA
Provider

805-484-0423
Phone

3111 Village at the Park Dr.
Street Address

805-388-7087
Fax Number

Camarillo, CA. 93012
City, State, Zip code

Megan.voshell@ciymca.org
E-mail address

95-1643379
Tax Identification Number

566215644
License Number (If applicable)

Recitals:

A. District desires to engage Provider services as more particularly described in the "Services" section of the "Child Care Proposal" which is attached hereto and incorporated herein by this reference ("Services")

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

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

have complete control over the manner and method of performing the Services.

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

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, services offered will be based on the need of the school. For instance, morning care will be provided from 6:45am until the start of school. Care will also be provided for early Kindergarten dismissal, as well as school holidays and teacher in - service days. Sample Schedule

- a. 6:45-8:10am Morning Centers, Open Program
- b. CLOSED DURING CLASS TIME
- c. 2:20-3:05 Snack and Homework tutoring (K-3)
- d. 3:05-4:00 Snack and Homework tutoring (4-8)
- e. 3:00-4:00 Outside Organized game (K-3)
- f. 4:00-4:30 Character Counts!
- g. 4:30-5:30 Planned Project Time
 - i. Monday Arts & Crafts
 - ii. Tuesday Science
 - iii. Wednesday Cooking
 - iv. Thursday Outside Games
 - v. Friday Student Choice
- h. 5:30-6:00 Inside Quiet Centers, table games, parent pick up

1. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on August 1, 2022 and terminate on June 30, 2023. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.
2. **PAYMENT AND EXPENSES.** All payments due to District are set forth in the "Facilities" section of the "Child Care Proposal", attached hereto and incorporated herein by this reference.

District shall send Provider periodic statements indicating District's fees and any current balance owed.

All payments due District are set forth in "Facilities" section of the "Child Care Proposal", and shall be paid by the Provider within 30 days of receipt of a proper invoice from District, which invoice shall set forth in reasonable detail. In the event that any portion of an invoice submitted by a District to the Provider is disputed, the Provider shall only be required to pay the undisputed portion of such invoice at any time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Facilities" section of the "Child Care Proposal", are not set by law, but are negotiable between Provider and District.

3. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, subleases or transfer in violation of this Agreement shall be null and void and of no force affect. Any attempted assignment, sublet or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement.
4. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of

cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

5. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assignees, and may be given by:
- a. personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Rio School District
District

Attn: Dr. Puglisi

1800 Solar Dr., 3rd Floor
Street

Camarillo Family YMCA
Provider

Attn: Megan Voshell

3111 Village at the Park Dr.
Street

Oxnard, CA. 93030

City, State, Zip Code

Camarillo, CA. 93012

City, State, Zip Code

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

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

7. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
Provider represents and agrees that it does not and shall not discriminate against any applicant for childcare, employee, or applicant for employment because of race, religion, color, sex or national origin.

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

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

- a. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.
In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employer's Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
- b. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Child Care	\$1,000,000.00	\$2,000,000.00

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

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

- c. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following coverage limits:

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

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

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
Abuse and Molestation	\$1,000,000.00	\$2,000,000.00

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

Providers' and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

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

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

Acceptability of Insurers. Insurance is to be placed with insurers with a current AM Best's rating of no less than A: unless otherwise acceptable to the District.

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

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

e. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

f. Transportation Providers are required to comply with Education Code section 49406, Examination of Tuberculosis requirement. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub-providers of Provider have been examined and found free from active tuberculosis.

g. Provider is in compliance with State and Ventura County Health officers orders of guidance, updating required guidelines as set forth.

15. GOVERNING LAW AND VENUES. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

16. DISPUTE RESOLUTION

- a. The parties agree that in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorney's Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid

lengthy and expensive discovery and allow for prompt resolution of the dispute.

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

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

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

17. ATTORNEY FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court of arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

18. NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or

representations or agreements other than those obtained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

19. **BINING EFFECT.** This agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
20. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
21. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
22. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
23. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
24. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

DISTRICT RECLAMATION OF FACILITIES Under the guidance of the Governor of the State of California, in accordance with guidelines and restrictions regarding maintaining social distancing in schools, the District reserves the right to reclaim its classrooms and facilities from YMCA with 60 days prior written notice.

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

Rio School District

School District

By: _____

Signature

Dr. John Puglisi

Superintendent/Principal

Title

Camarillo Family YMCA

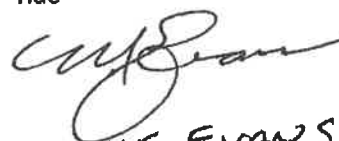
Provider

Signature

Megan Voshell

Executive Director

Title



MIKE EVANS
FACILITIES & RISK MANAGER

10.14



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Contract with Catalyst Kids, Inc. to provide ELOP-funded TK and Kindergarten afterschool program at six elementary schools
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Dollar Amount	806,740.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP) funding
Recommended Action	Staff recommends board approval of the Catalyst Kids Contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Per the Universal Prekindergarten Plan Template: “LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs. Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days”

As a result, the Rio School District will continue to work with Catalyst Kids, Inc., who has been a long-standing early learning partner in the district, to provide a developmentally appropriate after school program environment for TK and kindergarten students at Rio del Mar, Rio del Norte, Rio Lindo, Rio Plaza, Rio Real, and Rio Rosales.

Catalyst_Rio SD TK-Kinder Agreement_Final (1).pdf (222 KB)

Administrative Content

RIO SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 1st day of August 2022 by and between Rio School District (hereinafter referred to as "District") and Catalyst Family Inc. dba Catalyst Kids, (hereinafter referred to as "Provider.")

PROVIDER.

Catalyst Family Inc. dba Catalyst Kids
350 Woodview Ave, Suite 100
Morgan Hill 95037
408-556-7300
RCHAMPAGNE@catalystkids.org
EIN 94-2376637

Type of Business

- | | |
|------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Non-Profit | |

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

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

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

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

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those

performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

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

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on August 1, 2022 and terminate on June 30, 2023. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

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

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

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

Rio School District
District

Attn: Sonya Lopez Mercado, Ed.D.

1800 Solar Dr., 3rd Floor
Street

Oxnard, CA 93030
City, State, Zip Code

Catalyst Family Inc. dba Catalyst Kids
Provider

Attn: Susan Dumars, President

350 Woodview Ave, Suite 100
Street

Morgan Hill, CA 95037
City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

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

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

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

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

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

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

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

15. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of

liability or damage to person or property, or other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, or subcontractors. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or gross neglect of the District or any of its officers, agents, employees, and/or volunteers.

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

- ✓ **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
- ✓ **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

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

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

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

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

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

Student Transportation \$5,000,000.00 combined single limit

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

20. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this

Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

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

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

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

21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding
22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

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

23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
27. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
28. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
29. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

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

Rio School District
District

By: _____
Signature

Wael Saleh
Name

Asst. Supt. Of Business Services
Title

Catalyst Family Inc. dba Catalyst Kids
Provider

Signature 

Susan Dumars
Name

President
Title

Approved as to form:

Signature

Name
District Counsel

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provider will partner with District in the Expanded Learning Opportunities Program (ELO-P) to provide EXPLORE after school programming to transitional kindergarten and kindergarten students in the Rio School District. The Provider's programs will be offered at Rio Real, Rio del Norte, Rio del Mar, Rio Plaza, Rio Lindo, and Rio Rosales school sites. The ELO-P will engage student participants in activities that promote collaboration and introduce students to a variety of age-appropriate experiences.

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

The Provider shall specifically ensure, in part, that all Professional Staff who directly supervise pupils meet the minimum qualifications to serve as an Instructional Aide in the District, 48 passing units in related fields or pass the district's Instructional Aide Exam. The District human resources department will administer the "Instructional Aide Examination" for the expanded learning program staff hiring pool and will provide verification to Provider for their hiring process.

Under the agreement, Provider will:

- Provide expanded learning programs in conjunction with school day instructional minutes to equal at least 9 hours of care on each operating school day.
- Serve a nutritious snack daily provided by the District
- Record student attendance and submit to the District
- Maintain a 10:1 adult to student ratio per Expanded Learning Opportunities Programs assurances
- Determine family eligibility for CSPP funding at sites licensed for CSPP through Catalyst where available before utilizing District ELO-P funding
- Provide opportunities for Catalyst staff to attend District-run EXPLORE program meetings

The District will:

- Submit names of students on interest list to Provider
- Administer Instructional Aide Examination to staff
- Provide learning spaces on District campuses
- Provide nutritious snack during program hours
- Provide janitorial services
- Notify families of admission to the program
- Enroll and report student attendance in Q information system

WORK SCHEDULE:

Program dates: August 23, 2022- June 15, 2023, 180 school days (no intersession for this contract)

Program hours: school dismissal -6pm

6 Locations: Rio Real, Rio del Norte, Rio del Mar, Rio Plaza, Rio Lindo, and Rio Rosales

SCHEDULE OF FEES

FEES:

Total Amount Not To Exceed

\$ 806,740

a. Except as otherwise provided herein, District agrees to compensate Provider for services rendered under this Agreement for the Term not to exceed the current ELO-P Program and the current budget in the amount of **\$ 806,740**, as provided in the "Exhibit A". This Agreement represents a fee-for-service agreement in accordance with the ELO-P fund.

b. Provider shall submit itemized monthly invoices with expenses for services provided under this Agreement. All funds expended under this agreement will be in accordance with funding guidelines and in alignment with the mutually agreed upon budget in Exhibit A. All expenses under this Agreement are to cover the costs associated with children enroll, up to 20 children at each location, into the ELO-P referred by the District. All expenses incurred under this Agreement are subject to an annual audit. Compensation shall be made based on the satisfactory delivery of the services described herein as well as detailed attendance reports according to District standards. District shall pay Provider the invoice's undisputed amount within 30 days from receipt of the invoice.

c. District will not withhold any federal or state income tax for payment made pursuant to this Agreement but will provide Provider with a statement of earnings at the end of each calendar year. Provider is hereby advised that such statement of earnings shall if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

d. Both Parties to this agreement recognize the current fiscal crisis of the State and District and acknowledge that funding could be cut or reduced by the State. Therefore, if at any time during the performance of the Agreement there is no fund or reduced funding for the program or the District determines, at its sole discretion, to suspend or abandon the work under this Agreement, District shall have the right to terminate or reduce the performance of Provider's services hereunder by giving written notification to Provider of District's intention to terminate or reduce services. In the event the Agreement is terminated or reduced, Provider shall be paid for their services rendered, including non-cancellable obligations, to the date of termination or adjusted to meet or reflect reduced services provided.

PAYMENT SCHEDULE:

Provider will invoice District by the 15th of each month for the prior month. The invoice will include the following support items:

- The Enrollment and Attendance report per Site (Location)
- The final P&L report with itemized expenses for all locations (combined).
- Administrative Fees/Expenses equivalent to 10% of total cost (included in the final P&L).

Exhibit A

School Year 22-23 Rio School District ELOP Budget Fall SY22-23 Proposal Catalyst Kids		
Series	Budget Line Items	Amount Budgeted
Series 1000	Not applicable	0.00
Certificated Personnel Salaries Total		0.00
Series 2000	1 Oversight (partial allocation %)	19,800.00
	1 Extended Learning Managers	72,800.00
	12 Instructors (upper)	258,720.00
	6 Instructors (lower)	99,960.00
	Potential Training Hours/Wages	8,800.00
Classified Personnel Salaries Total		460,080.00
Series 3000	Payroll Taxes	58,200.12
	Benefits	57,510.00
Employee Benefits Total		115,710.12
Series 4000	Curriculum Supplies	30,000.00
	Office Supplies	3,000.00
	Food	64,800.00
	Other Supplies	15,000.00
Books and Supplies total		112,800.00
Series 5000	Printed Materials	3,000.00
	Computer/Software Supplies	720.00
	Telephone/Utilities	3,600.00
	Mileage	11,000.00
	Professional Development	600.00
	Rent	0.00
	Janitorial	0.00
	Hiring costs	6,000.00
Insurance	3,240.00	
Services and Other Operating Expense Total		28,160.00
Series 6000	VOIP Phones	1,050.00
	Ipads, Staff Laptop, etc.	15,600.00
Equipment and Replacement Total		16,650.00
Series 7000	Indirect Costs - Administrative costs	73,340.01
Indirect Total		73,340.01
Total Expenses		806,740.13



10.15



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval for Out of State Travel to La Cosecha Conference 2022
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Dollar Amount	15,000.00
Budgeted	Yes
Budget Source	Educator Effectiveness Grant Funds
Recommended Action	Staff recommends board approval for this out of state travel request.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

As part of the district's support for professional development of teachers and administrators in our K-8 Dual Immersion Academy, we are requesting approval to send a group of four teachers and administrator from Rio Plaza to the Dual Language Conference (La Cosecha) in Albuquerque, New Mexico from November 2 -5, 2022. The conference brings together over 2,500 participants from throughout the U.S., representing two-way immersion, one-way developmental bilingual, and one-way heritage language immersion programs. *La Cosecha* offers teachers administrators and practitioners a unique opportunity to share and learn research based best practices, resources, current theory and practice, build networks, and fuel our teachers and community's efforts to build a better future for our children as we learn from the best of our multilingual and multicultural communities.

Total estimated cost includes: flight, hotel accommodations and registration for 5 people attending will not exceed \$15,000.

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

10.16



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Contract with 360 Degree Customer Inc. for Speech and Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	137,196.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of this contract with 360 Degree Customer Inc

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Due to a shortage in qualified Speech and Language Pathologist applying directly to the district for positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary to contract with 360 Degree Customer Inc. for an additional .5 FTE (from a part-time employee to a full-time employee) Speech and Language Pathologist for the 2022-2023 school year.

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

360 Degrees Contract (SLPA) Liza F. 8-3-22.pdf (402 KB)

Administrative Content

Executive Content

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Aug 3rd, 2022, between the Rio Unified School District (hereinafter referred to as RSD) located at 1800 Solar Drive, CA 93030 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Court # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

C. COMPENSATION For the full performance of this agreement, the RSD shall pay the Consultant as follows: Consultant's Fee :

- a.) For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b.) Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

2. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the
- b.) Consultant shall indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the RSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD.

c.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify,

hold harmless, and defend the RSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by RSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

d.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the RSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the RSD the identities of any board member, officer, or employee of the RSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. EQUIPMENT AND FACILITIES RSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. ASSIGNMENT Without the written consent of the RSD, this agreement is not assignable by the Consultant.
7. NON-SOLICITATION OF EMPLOYEES: RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to RSD. After completion of 1 full billable year, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.
8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. TIME. Time is the essence of this agreement.
10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.
11. WITHHOLDING. The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.
13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

- 14. TERMINATION. The RSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), RSD agrees to pay Consultant for work completed to date of termination.
- 15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the RSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the RSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the RSD, or to utilize the RSD's letterhead or logo without the prior consent of the RSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The RSD shall provide job specifications and instructions.
TRAINING	The RSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO RSD	The consultant's work is essential to RSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at RSD or any other provisions listed in part A.
JOB LOCATION	RSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by RSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

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F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (RSD Representative)

Signature: _____

Date Signed: _____

Branch / Dept.: _____

Address (or Mail Code): _____

Phone / Fax: Ph: _____

E-Mail Address: _____

CONSULTANT

Signature: _____

Date Signed: _____

Title: CEO

Company Name & Address: 360 Degree Customer Inc

473 Sapena Court # 7 Santa Clara, CA 95054

Phone / Fax: Ph 408-406-7253, Fx 408-719-9900

E-Mail Address: gulneesh@360customer.com

ADDENDUM – A

Term: 2022- 2023

Name: Malia Moore

Title: Speech Therapist

Rate: \$92.70/hour (Full Time)

10.17



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Contract with ProCare Therapy for Speech Language Pathologist Assistant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	86,880.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of ProCare Therapy contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Due to an increase in service minute needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary to contract with ProCare Therapy for an additional Speech and Language Pathologist Assistant for the 2022-2023 school year.

The contracted Speech and Language Pathologists Assistant will be held to the same standard as district employees and will be provided training to ensure that they are able to meet the needs of their student's IEPs. The contracted SLPA will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

[ProCare Therapy SLPA contract Airin L. 8-3-22.pdf \(536 KB\)](#)

Administrative Content

Executive Content

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

CLIENT SERVICES AGREEMENT

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and

Rio School District whose principal location is

1800 Solar Drive Oxnard Oxnard CA 93030 United States ("Client") enter into this non-exclusive

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

1. Scope of Services.

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

2. Independent Contractor.

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

3. Telepractice Services.

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

4. Insurance.

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

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

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

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

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

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

5. Competency and Licensing.

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

6. On-Site Responsibility.

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

7. Employment of Consultants.

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

8. Equal Opportunity.

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

9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of ProCare's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

ProCare will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify ProCare of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

10. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

11. Default Charges.

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

12. Limitation of Liability.

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

13. Administrative Responsibilities.

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

Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.

14. Incident and Error Tracking.

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

15. Reporting of Work-Related Injuries.

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

16. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

17. Termination of Contracted Assignment without Cause.

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

18. Guaranteed Minimum Hours.

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

19. Paid Sick Leave.

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

20. Unscheduled Facility Closure Policy.

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

21. Multiple Locations.

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

22. Issue Resolution.

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

23. Indemnification.

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

24. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

25. Family Education Rights and Privacy Act.

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

26. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any

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

27. Conflicts of Interest.

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

27. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

ProCare Therapy

Contract Department
5550 Peachtree Parkway
Suite 500
Peachtree Corners, GA 30092
ContractDepartment@procaretherapy.com

To Client

Attention:
Address:

Email:

With a copy to:

General Counsel
ContractNotices@procaretherapy.com

With a copy to:

Attention:
Address:

Email:

28. Survival.

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

29. Governing Law.

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

30. Modification of Agreement.

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

31. Entire Agreement.

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

shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

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

<p>Rio School District</p> <hr/> <p>Client Name</p> <hr/> <p>Client Representative Signature</p> <p style="text-align: right;">Date</p> <hr/> <p>Print Name</p> <hr/> <p>Title</p>	<p>NEW DIRECTION SOLUTIONS, LLC dba PROCARE THERAPY</p> <hr/> <hr/> <p>ProCare Representative Signature</p> <p style="text-align: right;">Date</p> <hr/> <p>Print Name</p> <hr/> <p>Title</p>
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CONTACT AND INFORMATION SUMMARY



CLIENT

School, District or Business Name: _____

Billing Address: _____

City, State, Zip: _____

Contact Name to Receive Invoice: _____

Invoice Email: _____

Invoice Email CC, if applicable: _____

Contact Phone: _____

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

Invoice Follow-up Contact: Name: _____

same as above Email: _____

Phone: _____

Payment Inquiry Contact: Name: _____

same as above Email: _____

Phone: _____

PROCARE THERAPY

Correspondence Address

Correspondence, Contracts, Contract Addendums, Notices, etc.

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

Remittance Address

Only payments should be sent to this address

PO Box 934411
Atlanta, GA 31193-4411

Account Representatives

Name: Kelly Patterson

Email: Kelly.Patterson@procaretherapy.com

Telephone: 678-538-6733

Billing Disputes, Purchase Orders, W-9 Requests

Email: billing@procaretherapy.com

Fax: 877-831-8511

ADDENDUM A

Client Assignment Confirmation

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

Assignment Details

ProCare Consultant: Airin Lara

School District Name (Client): Rio School District

Start Date: 8/23/2022

End Date: 6/15/2023

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

Position: Speech Language Pathologist Assistant

Position Details: Assistant to school speech language pathologist

Bill Rate: 60

Minimum Hours: 37.5

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

Miscellaneous: n/a

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

Rio School District

Client Name

Client Representative Signature*

Date

Print Name

Title

PROCARE THERAPY

DocuSigned by:

Kelly Patterson

8/2/2022

ProCare Therapy Representative Signature

Date

Kelly Patterson

Print Name

Senior Director Of Educational Resources

Title

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

10.18



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Ratification of Purchase of classroom furniture from Worthington Direct for Rio Del Valle.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	41,583.24
Budgeted	Yes
Budget Source	Esser 3 funds
Recommended Action	It is recommended that the Board approve the Ratification of the purchase of furniture for four classrooms at Rio Del Valle.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

There are currently four classrooms at Rio Del Valle that have rolling student chair/desk combinations that are not meeting the needs of students and the teachers have requested alternative seating. These are 3 AVID classes along with one ASB class. The current seating was purchased during COVID distancing but do not allow easy collaborative grouping and have become items in need of regular repair or discard due to their poor design and manufacturing. These new tables and chairs will benefit the students and programs. Because of delayed delivery processes, the furniture was ordered on August 2, 2022 in order to be delivered before the start of school.

Worthington Direct Classroom Furniture.pdf (535 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

For assistance, please contact your furniture expert:

Valid 8/2/2022 To 08/16/2022

Haley Hopkins

haley@worthingtondirect.com

P: 800-599-6636




Bill To

RIO ELEMENTARY SCHOOL DISTRICT
ACCOUNTS PAYABLE
1800 SOLAR DR
OXNARD, CA 93030-2655
P: (805) 485-3111
F: (805) 981-7746

Ship To

RIO DEL VALLE
HEATHER PENA
3100 N ROSE AVE
OXNARD, CA 93036-1807
P: (805) 485-3119

SHIPPING COST INCLUDES LIFTGATE AND INSIDE DELIVERY SERVICE. THE DRIVER WILL BRING FREIGHT THROUGH THE FIRST SET OF DOORS OF THE BUILDING. THEY WILL NOT GO UP ANY STAIRS OR ELEVATORS. A CALL BEFORE DELIVERY WILL BE PROVIDED. THANK YOU

	Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
	81F50	01676	54"WX24"DX22-34"H, SILHOUETTE DESK - FRENCH PEAR, CHARCOAL, PL Estimated Lead Time: 14 days - 56 days plus 2-5 days for transit	\$300.95	64	\$19,260.80
	81306	11849	18"H, FLAVORS STACK CHAIR - CHARCOAL SEAT, PLATINUM FRAME? Estimated Lead Time: 14 days - 56 days plus 2-5 days for transit	\$88.95	128	\$11,385.60
	81934	17576	SET OF 4 LOCKING 3" CASTERS FOR INTERCHANGE/PLANNER/ACROBAT/SILHOUETTE TABLES Estimated Lead Time: 14 days - 28 days plus 2-5 days for transit	\$59.95	64	\$3,836.80



Quote #QTE06153

Customer ID: RIO01

For assistance, please contact your furniture expert:

Valid 8/2/2022 To 08/16/2022

Haley Hopkins

haley@worthingtondirect.com

P: 800-599-6636

Bill To

RIO ELEMENTARY SCHOOL DISTRICT
ACCOUNTS PAYABLE
1800 SOLAR DR
OXNARD, CA 93030-2655
P: (805) 485-3111
F: (805) 981-7746

Ship To

RIO DEL VALLE
HEATHER PENA
3100 N ROSE AVE
OXNARD, CA 93036-1807
P: (805) 485-3119

SHIPPING COST INCLUDES LIFTGATE AND INSIDE DELIVERY SERVICE. THE DRIVER WILL BRING FREIGHT THROUGH THE FIRST SET OF DOORS OF THE BUILDING. THEY WILL NOT GO UP ANY STAIRS OR ELEVATORS. A CALL BEFORE DELIVERY WILL BE PROVIDED. THANK YOU

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
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Subtotal	\$34,483.20
Shipping	4,600.00
Tax	2,500.04
Total	\$41,583.24

Shipping Information

This order includes: Liftgate Service Inside Delivery Call Before Delivery (805) 485-3119

Delivery appointments can be made by the freight company to schedule approx delivery time. Please contact your rep to remove or add additional services to your quote, or to learn more about them.

Liftgate service is recommended for facilities that do not have a loading dock or personnel/equipment needed to lower large or heavy freight to the ground. Selecting this service will ensure that your shipment is lowered to the ground.

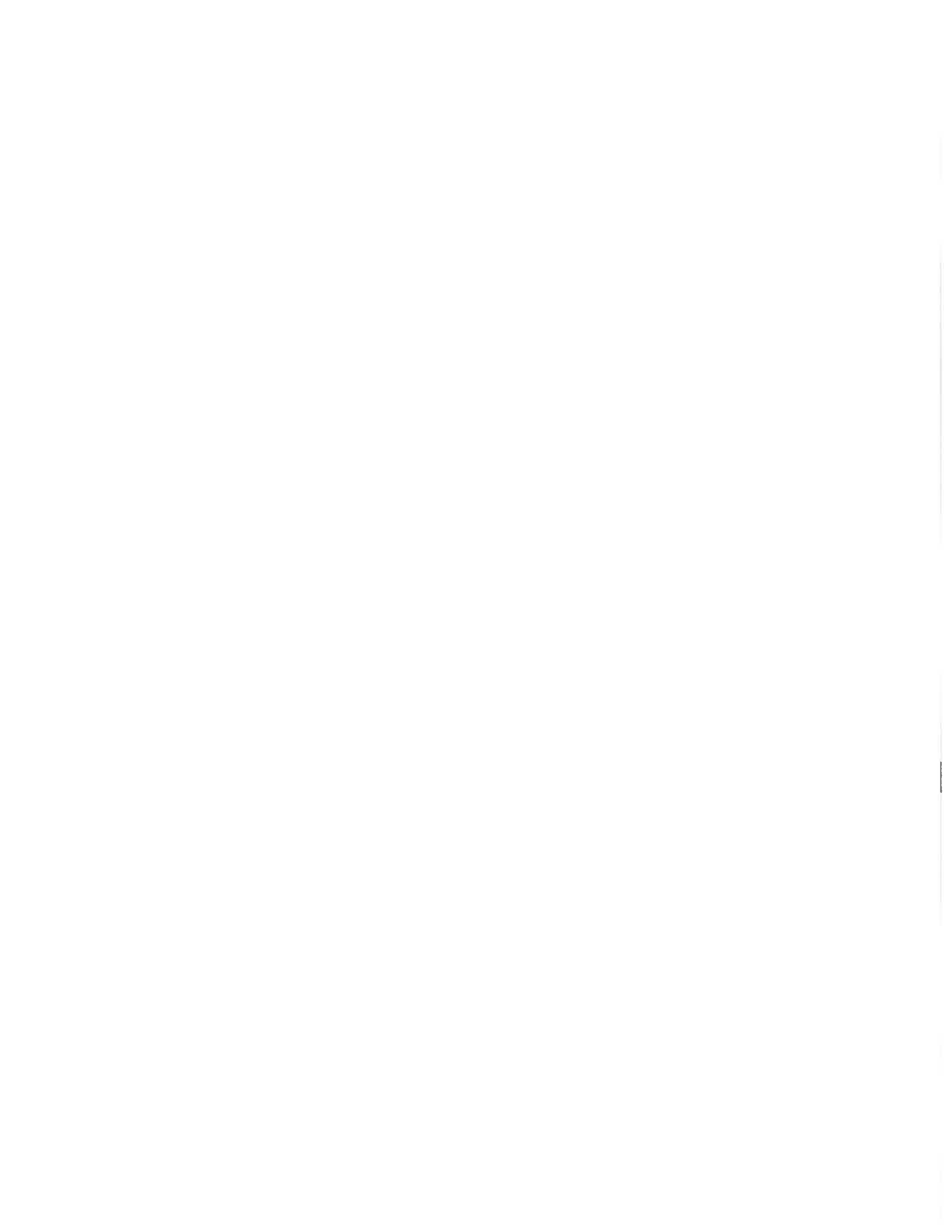
Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Please contact your rep to have these additional services added to your quote, or to learn more about them.

When you are ready to order, please make sure you have made all color selections and verified shipping and billing details. Feel free to discuss any questions you may have with your representative: Haley Hopkins at haley@worthingtondirect.com

Thank you for this opportunity to furnish your space!

10.19





Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval of School Facilities Needs Analysis (SFNA/Developer Fee Justification Study (DFJS) Update and Resolution 22/23-03 allowing the District to Increase the Statutory Fees on Residential, Commercial and Industrial Development Projects.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Adopt Resolution No. 22/23-02 and following review of the Developer Fee Justification Study and public hearing, make the aforementioned findings to increase the statutory residential developer fee to \$4.79 per square foot (Rio's portion \$3.40sq ft.), and the statutory commercial/industrial and senior housing fee to \$0.78 per square foot (Rio's portion \$0.55sq ft).

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Approval is requested for the updated School Facilities Needs Analysis Update (SFNA) and Resolution No. 22/23-03, allowing the District to increase Residential, Commercial and Industrial statutory fees for buildings in the Rio School District area.

Background:

Government Code Sections 65995 and 66000 et seq. and Education Code Section 17620 et seq. permit school districts to assess Level 1 developer fees for (a) new residential development; and (b) commercial/industrial development. The law provides for increase(s) in the Level 1 fees every other year provided the increase(s) is justified by an analysis of the costs for school districts to mitigate the impacts from development and its relationship to the per square foot amount permitted. On February 23, 2022, the State Allocation Board (SAB) increased Level 1 fees to the following rates: (a) new residential development/additions: \$4.79 per square foot of assessable residential development (previously \$4.08); and (b) commercial/industrial development: \$0.78 per square foot of covered or enclosed space (previously \$0.66) with the exception of Community Shopping Centers (\$0.75); Industrial Parks/Warehousing (\$0.66); Rental Self-Storage (\$0.03); and Hospitality/Lodging (\$0.56) per square foot. Since the District is a K-8, the fee is split with the high school district. Rio's portion of the Level 1 fee is \$3.40 per square foot for new residential developments / additions and \$0.55 per square foot for statutory commercial / industrial developer fees.

The SAB last increased fees in January 2020. This current increase will be effective for two years. Education Code Section 17620 provides for increases in developer fees to be effective no sooner than sixty (60) days following adoption of the resolution for increasing the fees. Therefore, should the Board adopt the Developer Fee Justification Study the increased Level 1 fees will become effective on October 16, 2022.

Pursuant to Education Code Section 17620, prior to levying a new fee, charging/approving an increase to an existing fee, or charging a fee, a local agency shall take the following actions:

- (1) Adopt findings documenting the relationship between the purpose, use, need, and amount of developer fees and development upon which fees are levied.
- (2) Conduct a study to document the relationship between commercial/industrial development and student enrollment.
- (3) Hold at least one public meeting at which time oral or written presentations can be made.

Subsequent to the action by the SAB, Rio School District had a comprehensive developer fee justification study prepared. The Notice of Public Hearing was posted and published according to law. The rates become effective 60 days after the Board adopts the study.
Recommendation

[Rio DEV FEE Study 2022 -.pdf \(2,115 KB\)](#)

[Rio -Reso Stat Dev Fees 2022 \(2\).pdf \(208 KB\)](#)

Administrative Content

Executive Content

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

Rio Elementary School District

DEVELOPER FEE JUSTIFICATION STUDY

August 2022

SAGE | REALTY
GROUP

Prepared by District Consultant:

Sage Realty Group Inc.
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
805.497.8557
joel@sagerealtygroup.com

I. INTRODUCTION

The following information represents the statutory requirements pursuant to Senate Bill 50 (“SB 50”) or other collateral legislation for the Rio Elementary School District (“District”) Developer Fee Justification Study (DFJS).

The DFJS was prepared by Consultant and staff pursuant to the requirements of SB 50,¹ and Government Code Section 65995 *et seq.*, both of which became effective on November 4, 1998. The DFJS meets Government Code Section 66001, which requires that a reasonable relationship exist between the amount of residential, commercial and industrial fees, use of the fees and the development for which the fees are to be charged.

II. DISTRICT PROFILE

A. District Overview

The District is comprised of two jurisdictions: the City of Oxnard and Ventura County. A District map inclusive of the District’s location and boundaries is set forth in Exhibit A. The District serves students in grades K through 8 and operates five (5) elementary schools (K-5), two (2) elementary schools (K-8), and two (2) middle schools (6-8).

B. Demographic Overview

The District 2021/22 CBEDs enrollment was 5,108 students in grades K-8. In comparison to the 2011/12 CBEDs enrollment of 4,608 (K-8) students, the current enrollment has grown by 721 students over the last 10 years. This equates to an annual average growth rate of 1.1%. New residential and commercial development has been one of the primary causes of student population increases. Therefore, the data set forth in this document justifies the need for existing and future school facilities.

¹ Chapter 407; Statutes 1998

new single family attached unit size is 2,074 square feet, and the average new multi-family attached unit size is 1,252 square feet. Applying the average unit size to the number of planned residential units to be constructed, total projected new residential area is 1,746,779 square feet.

9. There are limited local funding sources available to finance capital improvements to K-8 school facilities that are needed to adequately house students projected to be generated by new residential construction. Potential local sources of funding may include: local G.O. Bonds, developer fees, revenue from surplus property disposition and other sources as applicable. However, available funds are required to house existing students within the District.

Therefore, based on the above findings and related information set forth in this report, Level 1 Statutory fees for residential and commercial development are justified and should continue to be levied as follows:

Level 1 Residential Fee	Commercial / Industrial Fee
\$3.40 per sq. ft.	\$0.55 per sq. ft.

V. SCHOOL FACILITIES NEEDS ANALYSIS AND ADOPTION

A. Content and Process

The DFJS, as set forth herein, determines the need for new or reconstructed school facilities for pupils attributable to projected enrollment growth from new residential units over the next five-year period.

If applicable, the District will identify and consider: (1) surplus property, and (2) local sources other than developer fees, charges and dedications to finance the construction of school facilities attributable to new residential construction.

The DFJS shall be made available for public review and comment two weeks prior to the District Board of Trustees conducting a public hearing, with notice of the hearing sent to each city and county within the District's jurisdiction, and adopted by District Resolution at the duly noticed public hearing.

B. School Capacities

1. Existing School Capacity

Pursuant to SB 50, existing school capacity is determined by a teaching station methodology whereby each permanent teaching station is counted and loaded at the rate of 25 students per classroom for grades kindergarten through sixth and 27 students per classroom for grades 7-8 and 9-12, 13 students per classroom for non-severe SDC and 9 students per classroom for severe SDC.

Set forth in the following **Table 1** is the District 2021/22 capacity, which was determined based on use of permanent and portable/relocatable classrooms, and portable/relocatable classroom age. Life expectancy of portables / relocatables is much lower than stick or modular built buildings (estimated 20-30 years) Therefore, aging portables / relocatables between 20 and 30 years old and portables leased for temporary usage were not included in determining capacity for existing or future students.

The following **Table 3** sets forth the current five-year projected new residential development.

5-Year Projected New Residential Development

Table 3

5-Year Projected New Residential Development Projects	Single-Family Detached Units	Single-Family Attached Units	Multi-Family Units
City of Oxnard			
Fore Riverpark			333
Rio Urbana		167	
Wagon Wheel Development		368	154
City of Oxnard Infill	15		
Total Projected Units	15	535	487

Note: Some development may be under a mitigation agreement and is included for capacity and cost projections purposes only. East Village III (Maulhardt) is in process with City of Oxnard and is not included due to current status of project.

2. Student Yield Rates

Student yield rates are the average number of students that are generated by each new housing unit. Student yield rates determined for the 2021/22 DFJS are based on a yield rate analysis of the historical residential development data overlaid with 2021/22 students residing in new residential development. **Table 4** sets forth the District yield rates.

Student Yield Rates

Table 4

Housing Type	K-5	6-8	K-8
Single Family Detached Unit (SFD)	0.26	0.12	0.38
Single Family Attached Unit (SFA)	0.21	0.07	0.28
Multi-Family Unit (MFA)	0.19	0.09	0.28

3. Enrollments from New Residential Development

As set forth in the following **Table 5**, new residential development projected over the next five years will yield approximately 209 K-5 students and 84 6-8 students. The District has capacity for 9 K-5 students, but is over capacity in grades 6-8. Therefore 200 projected K-5 students and 84 projected 6-8 students are considered to be “unhoused.”

1. Site Acquisition Costs

The California Department of Education (CDE) sets forth the required school site sizes for K-12 in the “Guide to School Site Analysis and Development, 2000 Edition.” As identified in the following Table 7, the District average elementary school size is 500 students and the average middle school is 1,000 students, which was used to determine recommended CDE site size. However, the actual cost calculation utilized is based on students projected from new development and reflects site acquisition costs for specific amount of land needed to house projected un-housed students from new residential development regardless of current site size.

The average cost of land is estimated to be approximately \$700,000 per acre for developed land in the City of Oxnard. In addition, the District is allowed to include costs up to 4% of actual purchase price of land for escrow, Phase I, and Preliminary Endangerment Assessment (PEA).

Using the CDE Guide for school sites and projected un-housed students from new residential development, the projected site acquisition needs and costs were determined in Table 7.

Estimated Site Acquisition Costs
Table 7

	Elementary School K-5	Middle School 6-8	Total K-8
Master Plan Enrollments	500	1000	
CDE Recommended Site Size (acres)	10.1	15	
Estimated Cost per Acre for Land ¹	\$ 700,000	\$ 700,000	
Total Estimated Cost for Land	\$ 7,070,000	\$ 10,500,000	
4% Add'l Costs for Site Acquisition	\$ 282,800	\$ 420,000	
Total Estimated Site Acquisition Costs	\$ 7,352,800	\$ 10,920,000	
Total Projected Land Needs based on Projected Un-housed Students			
Projected Un-housed Students	200	84	
Estimated Land Needed (acres)	4.04	1.26	
Estimated Site Acquisition Costs	\$ 2,941,120	\$ 917,280	\$ 3,858,400

¹Estimate only; land prices will be dependent on market demands at time of purchase.

2. Construction Costs

Construction costs are derived from the OPSC new construction per-pupil grant for K-12 students. The grants are \$14,885 for elementary pupils and \$15,781 for middle school pupils (includes additional allowable grants for automatic fire detection/alarm system

Using CDE guidelines for site acreage requirements for elementary school sites, it was determined that the projected 200 un-housed K-5 students from new residential development will require approximately 4.04 acres, and the projected 84 un-housed 6-8 students from new residential development will require approximately 1.26 acres. Therefore, the total estimated additional site development cost for projected un-housed K-5 students is \$1,092,812, and the total estimated additional site development cost for projected un-housed 6-8 students is \$340,828 as shown in **Table 10**.

Additional Site Development Costs per Student
Table 10

Grade Level	Required Acres	Estimated Additional Site Development Costs per Acre	Estimated Additional Site Development Costs
K-5	4.04	\$270,498	\$1,092,812
6-8	1.26	\$270,498	\$ 340,828
Total			\$1,433,640

4. Total Estimated Costs to House Students from New Residential Development

As set forth in the following **Table 11**, the total allowable costs for new construction are \$13,897,248 for projected K-8 students from new residential development over the next five years.

Total Estimated Costs to House Students from New Residential Development
Table 11

Type of Cost	K-5	6-8	K-8
Site Acquisition and Related Fees	\$2,941,120	\$ 917,280	\$3,858,400
Cost to Construct New School Buildings	\$5,954,000	\$2,651,208	\$8,605,208
Additional Site Development Costs	\$1,092,812	\$ 340,828	\$1,433,640
Total New Construction Costs for Projected Students	\$9,987,932	\$3,909,316	\$13,897,248

E. Calculation of Level 1 Residential Fees

Based upon the total estimated school facilities costs for new construction, the District is projected to have a capital facilities funding shortfall of \$13,897,248. When the shortfall amount is divided by the total estimated square footage projected from new residential development, the District's projected capital facilities funding shortfall is \$7.96 per square foot of new residential development as set forth in **Table 12**.

VI. COMMERCIAL AND INDUSTRIAL FEE JUSTIFICATION

The current maximum fee for commercial/industrial development authorized by Government Code Section 65995 is \$0.78 per square foot (K-12), the District K-8 portion is \$0.55 (71%). The rationale for assessing developer fees on commercial/industrial construction is based on the relationship between new residential construction and the resulting demand for commercial/industrial businesses to employ the new residents. The following analysis presents the relationship that exists between commercial/industrial development and the need for additional school facilities in the District.

A. Employee Generation Rates for Residential Development

The American Community Survey 2015-19 (ACS) identified a total of 12,107 housing units and 21,736 workers 16 years and older in the District's Census Tracts. This represents a ratio 1.8 of workers per housing unit. Based on this ratio, it is anticipated that each new unit of residential construction within the District will generate 1.8 employees.

B. District Resident Employees

A certain percentage of the employees living within the District will work in the District and some employees will commute to jobs outside the District. To estimate the percentage of employees that both live and work in the District, travel time to work as identified by the American Community Survey 2015-19 is used. According to the ACS, 21% of all workers 16 years and older in the District's Census Tracts have a commute to work of less than 15 minutes. For purposes of this analysis, a travel time of less than 15 minutes is used to represent an employee that both lives and works within the District. The District-resident employee ratio is therefore expressed as 0.21.

C. Employee Impact Per Unit of Residential Construction

The employee to housing unit ratio of 1.8 and the District-resident employee ratio of 0.21 when multiplied, show that each new unit of residential construction within the District will generate 0.378 District-resident employees.

Projected School Facility Cost per Housing Unit

Table 14

Grade Level	Projected School Facility Costs to House Students	Projected Housing Units	Avg. Estimated School Facility Cost Per Housing Unit	Employee District – Resident Ratio Per Housing Unit	Projected Capital Facilities Shortfall Per Housing Unit for Employees
K-8	\$13,897,248	1037	\$13,402	0.378	\$5,066

*Estimated Costs based on Developer Fee Justification Study. Numbers are rounded.

Note: Projected Residential Fee per Unit based on average square footage 1,685 multiplied by square foot developer fee rate \$3.40 will generate \$5,729 of \$13,402 projected school facilities costs per housing unit. Therefore, the Capital Facilities Shortfall Per Housing Unit for Employees is applicable.

As set forth in **Table 15** below all categories of commercial/industrial development, result in a maximum justified fee exceeding the K-8 pro-rata fee rate of \$0.55 (71% of \$0.78) per square foot as authorized by Government Code Section 65995. Based on this finding, the District is justified in levying a commercial/industrial fee of \$0.55 on all commercial/industrial development.

Table 15

Commercial/Industrial Fee Analysis

Development Category	Employee Density		District-Resident Per Unit Ratio ^(b)	C/I Sq. Ft. Per Housing Unit ^(c)	C/I Fee Generated Per Housing Unit @ \$0.55 Per Sq. Ft.	Shortfall per Residential Unit ^(d)	Maximum Justified C/I Fee Per Sq. Ft. ^(e)
	Employees per 1,000 Sq. Ft. ^(a)	Sq. Ft. Per Employee ^(a)					
Office	3.51	285	0.378	108	\$ 59.40	\$ 5,066	\$46.91
Retail/Service	1.87	534	0.378	202	\$ 111.10	\$ 5,066	\$25.08
Light Industrial	3.29	304	0.378	115	\$ 63.25	\$ 5,066	\$44.05
Heavy Industrial	2.22	450	0.378	170	\$ 93.50	\$ 5,066	\$29.80
Warehouse	1.28	780	0.378	295	\$ 162.25	\$ 5,066	\$17.17
Lodging	1.13	885	0.378	335	\$ 184.25	\$ 5,066	\$15.12
Hospitals	2.75	364	0.378	138	\$ 75.90	\$ 5,066	\$36.71
Self Storage	0.07	15,000	0.378	5,670	\$ 3,118.50	\$ 5,066	\$ 0.89

(a) Employee Densities: Source SANDAG 1990

(b) District-Resident Employee Per Unit Ratio: Source American Community Survey 2015-2019

(c) Sq. Ft. Per Housing Unit: District-Resident Employee Per Unit Ratio multiplied by sq. ft. per employee (note: numbers were rounded.)

(d) Based upon Estimated New School Construction Costs as set forth in Developer Fee Justification Study.

(e) Maximum Justified Fee Per Sq. Ft.: Fee amount justified without exceeding development impact.

EXHIBIT A

District Map

RIO ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 2022/2023-03

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL DISTRICT
INCREASING STATUTORY FEES ON RESIDENTIAL, COMMERCIAL AND
INDUSTRIAL DEVELOPMENT PROJECTS**

WHEREAS, Section 17620 of the California Education Code authorizes individual school districts to impose School Facility Fees which may be used to construct or reconstruct school facilities to provide adequate schools to serve new development projects subject to the limitation set forth in Government Code Section 65995; and

WHEREAS, as a result of the impact of new residential, commercial and industrial construction upon existing school facilities, the Governing Board of Rio Elementary School District (“Board”) has determined that school facilities will be needed to serve the growing community as new development occurs; and

WHEREAS, Government Code section 65995 Subdivision (b) Paragraph (3) provides that the maximum fee rates allowed under Education Code Section 17620 shall be increased by the State Allocation Board in January every two years (even years) after 1990 according to the adjustment for inflation in the statewide cost index for Class B construction; and

WHEREAS, the State Allocation Board has recently adjusted the maximum allowable fees per square foot on new construction pursuant to Government Code Section 65995(b)(3), applicable to grades K-12 as follows: Residential \$4.79; Commercial/Industrial \$0.78; and

WHEREAS, the Rio Elementary School District (“District”) serves students in grades K-8 and receives the K-8 portion of statutory fee of \$3.40 (71% of \$4.79) per square foot for new residential construction and \$0.55 (71% of \$0.78) per square foot for new commercial and industrial construction; and

WHEREAS, the Rio School District has made timely applications to the State Allocation Board for construction funding for which it is eligible, and has been determined by the State Allocation Board to meet the eligibility requirements for new construction funding set forth in Article 2 (commencing with Section 17071.10) and Article 3 (commencing with Section 17071.75) of Chapter 12.5 of Part 10 of the Education Code; and

WHEREAS, the Board of Education has conducted during a board meeting upon the subject of the District's needs, future growth, facility needs, sources of revenue available to construct such facilities, and the levy of school facility fees on residential, commercial and industrial construction, at which time information was presented to the Board and oral and written comments were presented and on the basis of such information, the Board makes the following findings and levies the following fees; and

- d. The amount of fees to be paid pursuant to this Resolution bears a reasonable relationship and is limited to the needs of the community for school facilities and is reasonably related and limited to the need for existing or future school facilities caused by residential, commercial or industrial development.
 - e. The amount of fees to be paid pursuant to the Resolution does not exceed the estimated reasonable costs of providing for the construction or reconstruction of school facilities necessitated by the development projects from which fees are collected.
 - f. As determined in the written and oral evidence and testimony, there is a reasonable relationship between the use of the fees, charges, dedications and other requirements and the impacts from the development project on which the fees are imposed; there is a reasonable relationship between the need for the above described school facilities and the impact arising from the type of development project on which the fees, charges, dedications and other requirements are imposed; and there is a reasonable relationship between the amount of the fees, charges, dedications and other requirements and the cost of the public facilities or the portion of the public facilities attributable to the development.
 - g. The uses of the fees proposed in Exhibit A and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed.
 - h. The reference to fees herein refers to both the fees collected under Government Code Section 65995 and fees collected as a mitigation measure or condition of a development project involving approvals by governmental agencies.
3. **Exemption from Fees:** The Board recognizes that various categories of residential, commercial, or industrial development, as well as individual development projects, are or will be exempted from fees imposed under Education Code Section 17620 by such statutory provisions as Education Code Sections 17620, 17622, 17625, 17626, Government Code Sections 65996, 65995.1, 65995.2, 66000, 66110, and judicial decisions.
4. **Compliance with Law:** All terms in this Resolution shall be given the definition provided by applicable law. It is the Board's intent that this Resolution complies with Education Code Sections 17620-17626 inclusive; Government Code Sections 65995-66009, inclusive and other applicable law.
5. **Adoption of Fees:**
- a. Based upon all of the findings contained in this Resolution and the evidence presented to the Board at the hearing and in Exhibit A, this Board hereby levies fees upon any development project within the boundaries of the District at the following amounts:
 - i. **\$3.40** per square foot of "assessable space" of all new residential construction, except adults-only housing as required by law; and

We hereby certify that the foregoing RESOLUTION 2022/2023-03 was duly passed and adopted by the above Governing Board at a regularly scheduled Board meeting held on August 17, 2022, by the following vote on roll call:

AYES:

NOES:

ABSENT:

President

Clerk

10.20



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval of Change Order for the Campus Wide Fire Alarm System at Rio Del Valle from Venco Electric, Project 21-08L.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	358.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Change Order from Venco for the Fire Alarm System at Rio Del Valle be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Administration Building at Rio Del Valle needed a repair to the HVAC Duct Detector. Upon completing the fire alarm installation at RDV, it was discovered that the existing HVAC Equipment Duct Smoke Detector was not functioning and needed to be repaired for final fire alarm system testing and certification.

21-08L COR#3 FINAL VENCO For August Board Approval 7 28 22.pdf (230 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

Balfour Beatty Construction

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

July 28, 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 #3 to Venco Electric

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #3 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 #3**

- A) **COP#6 Cost/Credit Change Order** to repair the HVAC Duct Detector in Administration Building at Rio Del Valle.
COP#6 Cost \$358.00

Total CO #3	\$ 358.00
Previous Approved CO's	\$ 55,395.96
Original Contract	\$ 405,000.00
Revised Contract	\$ 460,753.96

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 3
7-28-2022**

PROJECT NO: RSD 21-08L

CO NO: 3

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	\$ 55,395.96
This Change Order	\$ 358.00
Adjusted Contract Amount	\$ 460,753.96

TIME:

Original Contract Completion Date	August 2021
Previously Approved Completion Extension Days	180
Completion Days Extension this Change Order	180
Adjusted Contract Completion Date	August 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 7/28/22

Rio School District
 Project No RSD 21-08L
 Campus Wide FA at Rio Del Valle Middle School

CO

Original Contract \$ 405,000.

PCO No.	GC No.	Description	Reason	Cost/Credi
COP#6	Venco	Repiar Duct Detector for the Fire Alarm System HVAC Shutdown in administration office at Rio Del Valle	Upon completing the fire alarm installation at Rio Del Valle, it was discovered that the existing HVAC Equipment Duct Smoke Detector was not functioning and needed to be repaired for final fire alarm system testing and certification.	\$ 358.
				\$ 358.

Total CO #2	\$ 358.
Previous Approved CO's	\$ 55,395.
Original Contract	\$ 405,000.
Revised Contract	\$ 460,753.

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

Page No. 1 of 2 Pages
Job Name: RDV FA
Location: OXNARD, CA

ATTN: KEITH HENDERSON

Date: 07/22/2022

To: BALFOUR BEATTY

We hereby submit specifications and estimates for:

Trace out & repair existing duct detector in the admin Bldg. not shutting down the HVAC equipment on T&M.

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of **\$358.00**

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 specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreement 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 _____

Time and Material Log

Venco Electric, Inc.
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Ph: 805-278-1922 Fx: 805-278-1959

Date: 7/21/2022
 Page # _____
 Reference: _____
 Contractor: Venco Electric INC.
 Project name: RDV FA

Description of work performed:

Hook up AC shutdown to Duct Detector at Building A Electric Rm.

Name	Trade	Class	Straight Time	Overtime
Ian MacSween	Electrical	JW	3	

Description	Material		Equipment		
	Quantity	Unit	Description	Quantity	Unit

Comments: _____

Signed: Ian MacSween

Date: 7/21/2022

10.21



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Approval of Change Order #1 from Hughes General Engineering, Inc. for Project 22-10L, Rio Del Sol Playground Structures, to remove asphalt driveway radius at Play Structure Area for play structure equipment clearance and ADA Entry.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,714.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve Change Order #1 from Hughes General Engineering, Inc. for Project 22-10L, Rio Del Sol Playground Structures, to remove asphalt driveway radius at Play Structure Area for play structure equipment clearance and ADA Entry.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Upon laying out the new Play Structure Areas at Rio Del Sol by Hughes General Engineering, it was discovered that there is a radius or bulge in the asphalt driveway that is impeding into and affecting the location of the play equipment in the play area once sets in place. It was decided that it would be better to remove the asphalt bulge impeding into the new play equipment area and not relocate all play equipment at the main play equipment area.

[Hughes Change Order #1.pdf \(64 KB\)](#)

Administrative Content

Executive Content

Balfour Beatty Construction

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

August 1, 2022

Attn: Dr. Puglisi

Subject: Rio Del Sol K-8 STEAM School

Re: RSD Project #22-10L Rio Del Sol STEAM School Playground Structures
Recommendation to Approve CO #1 to **Hughes General Engineering, Inc.**

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #1 to **Hughes General 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.

- 1) **PCO#1-Hughes General Engineering, Inc.:** Remove Asphalt Driveway Radius at Play Structure Area for Play Structure Equipment Clearance and ADA Entry.

\$2,714.00

Total CO #1	\$ 2,714.00
Previous Approved CO's	\$ 0
Original Contract	\$ 566,520.00
Revised Contract	\$ 569,234.00

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

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

**CO 1
08-01-2022**

PROJECT NO: RSD 22-10L

CO NO: 1

PROJECT NAME: Rio Del Sol STEAM School Playground Structures

CONTRACTOR: Hughes General Engineering, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 566,520.00
Previously Approved Change Orders	\$ 0.00
This Change Order	\$ 2,714.00
Adjusted Contract Amount	\$ 569,234.00

TIME:

Original Contract Completion Date	November 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	November 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: Hughes General Engineering, Inc

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By BA _____

Date _____

Date 8/1/22 _____

Rio School District
 Project No RSD 22-10L
 Rio Del Sol STEAM School Playground Structures

CO
 8/1/20

Original Contract \$ 566,520.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	HGE	Remove Asphalt Radius for Clearance of Play Structures from Roadway and Smooth Transition from Asphalt to New Play Structure Surface to Meet ADA and Fire Code Requirements. See Response to RFI#1.	Upon laying out the new Play Structure Areas at Rio Del Sol by Hughes General Engineering, it was discovered that there is a radius or bulge in the asphalt driveway that is impeding into and affecting the location of the play equipment in the play area once set in place. It was decided that it would be better to remove the asphalt Bulge impeding into the new play equipment area and not relocate all play equipment at the main play equipment area.	\$ 2,714.00

Total CO #1	\$ 2,714.00
Previous Approved CO's	\$ -
Original Contract	\$ 566,520.00
Revised Contract	\$ 569,234.00

10.22



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.22 Approval of the Authorization of the Emergency Repairs at Rio Plaza School Pursuant to Public Contract Code Section 22035. Approval of Resolution No. 22/23-01.
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	29,792.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve the Authorization of the Emergency Repairs at Rio Plaza School Pursuant to Public Contract Code Section 22035. Approval of Resolution No. 22/23-01.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Background

The Rio School District ("District") continues to monitor, improve, and modernize its facilities. In July 2022, it was discovered that during modernization of Rio Plaza School in the Administration Building the water pipes were corroded and rusty causing the rust to leach into the water system necessitating this Emergency Resolution to authorize and expedite the complete replacement of the domestic water supply system.

Under Public Contract Code Sections 22035 and 22050, in an emergency, in a district that has adopted the California Uniform Public Construction and Accounting Act, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts.

The standard process to prepare the bid documents, publish the documents, and go through the customary bid process would take several weeks. District staff want to increase the potential that the water pipes are installed as soon as reasonably possible and before the start of the 22-23 School Year. Therefore, in order to expedite the complete replacement, staff would like to proceed with contracts for replacement of the water supply and plumbing systems immediately.

The attached resolution would authorize district staff to immediately negotiate contracts with appropriate contractors so that work may proceed as soon as possible, with the intent of work being concluded before the start of the new school year.

Rationale

Emergency authorization may be granted pursuant to Public Contract Code Sections 22035 and 22050. With the approval of this resolution staff will immediately begin to negotiate and enter into a contracts to address the broken, rusted and dangerous pipes at Rio Plaza School.

**BOARD OF EDUCATION
RIO SCHOOL DISTRICT**

RESOLUTION NO 22/23-01

EMERGENCY REPAIRS AT RIO PLAZA SCHOOL

WHEREAS, Rio School District (“District”) is committed to ongoing review and improvement of the safety and security procedures, processes and physical plant of our school sites; and

WHEREAS, during the summer the District makes essential repairs and improvements, so the schools can continue to serve our community and students for decades to come in good repair; and

WHEREAS, Public Contract Code section 1102 defines an emergency as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public service; and

WHEREAS, if emergency repairs at the school are not completed, a public health, life and safety hazard will be created, because an increased risk to the public health and safety of the students will exist due to the rusty pipes and water damages materials promoting mold growth causing the system to be shut off; and

WHEREAS, the District needs to have a contractor abate, repair, replace or otherwise correct the damage to the pipes at the school via the emergency repairs to protect against the danger and risks posed by the presence of rusty pipes, water intrusion and water damaged materials; and

WHEREAS, on or about July 1, 2022, significant pipe damage including rust and corrosion, necessitating immediate replacement of the entire system supply system was discovered at Rio Plaza School (“School”). Specifically, in Administration Building leaks in the water system that cannot be repaired due to corroded piping were discovered, necessitating a complete replacement of the system; and

WHEREAS. Due to the rust in the pipes, water related damage and health and safety, abatement and repairs (“Emergency Repairs”) are needed to prevent the failure of the pipes and the growth of mold and other microbes, and to allow the water to be safe to drink again; and

WHEREAS, as a result of the failure of the water system and corrosion, the water supply system for the entire campus at the School has been shut down, due to the inability to repair the leaks and the discovery of rust within the pipes, causing an immediate threat to immediate public health of the site; and

WHEREAS, generally, Public Contract Code section 22030 et seq. requires a school district that has opted to comply with the California Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.) (the “Act”) to informally bid any contract for construction work exceeding specific values as set forth in code; and

WHEREAS, under Public Contract Code Sections 22035 and 22050, in an emergency, in a district that has adopted the California Uniform Public Construction Cost Accounting Act, (“CUPCCAA”) the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts; and

WHEREAS, the District has elected to comply with the provisions of CUPCCAA; and

WHEREAS, the Act provides that in cases of emergency when repair or replacements are necessary, the District Board may proceed at once to repair or replace any public facility without adopting plans, specifications, strain sheets, or working details, or give notice for bids or to let contracts, and may proceed by day labor or by contractor, or a combination of the two. (Public Contract Code §22035). Similarly, Public Contract Code §20113, authorizes a school district when faced with an emergency and to avoid danger to life or property to proceed with the performance of labor and furnishing of materials by day labor or force account to address and repair the conditions of the emergency; and

WHEREAS, the Act provides further that emergency work under Public Contract Code §22035 must be done pursuant to the terms of Public Contract Code § 22050; and

WHEREAS, Public Contract Code § 22050 requires the following steps be taken:

1. Pursuant to a four-fifths (4/5) vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
2. Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and
3. The Board, by a four-fifths (4/5) vote, may delegate the District Superintendent and/or designee, the authority to order any action pursuant to paragraph (1); and
4. If a person with authority delegated pursuant to paragraph (3) orders any action specified in paragraph (1), that person shall report to the Board, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and
5. If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 days; and
6. If a person with delegated authority orders any action specified in paragraph (1), the Board shall initially review the emergency action not later than 7 days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action, unless a person with delegated authority has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision. If the Board meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days; and
7. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, immediate action must be taken by the District at Rio Plaza School to completely replace the rusty, corroded and leaky water supply system.

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

1. The foregoing recitals are true and correct.
2. This Board has determined, by at least a four-fifths vote herein recorded, that pursuant to Public Contract Code Sections 22035 and 22050, for the reasons set forth above, an emergency exists and that there is both a danger to life and/or property, for which a delay in the bidding process could interfere with resuming normal school operations; and
3. That the District's Superintendent or designee is authorized to use day labor or force account or execute contracts or change orders, as appropriate and as necessary to perform needed cleanup work related to the Emergency, without further advertising for or inviting of bids, and to take all steps and perform all actions necessary; and
4. That District staff report on the status of this Emergency to the District's Governing Board at the Board's next regularly scheduled Board meeting and at all subsequent regularly scheduled Board meetings until the Board terminates the Emergency action.

5. **PASSED AND ADOPTED** by the Board of Trustees of the Rio School District, at a regularly-held meeting on the 17th day of August, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board of Trustees

Clerk of the Board of Trustees

10.23



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.23 Ratification of the Restoration and Remodel services by Blue Sky Restoration at Rio Plaza's Administration Building after the emergency plumbing repair that damaged the building.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	44,275.83
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Ratification of the Restoration and Remodel services by Blue Sky Restoration at Rio Plaza's Administration Building after the emergency plumbing repair that damaged the building.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Rio Plaza Administration Building incurred damage to the walls and floors after an emergency plumbing repair was necessary. BlueSky Restoration has prepared an estimate to restore the entire building so that it is functional before the start of school. It was necessary to have the work completed before the start of school and therefore, Dr. Puglisi authorized the work to begin as soon as possible.

Blue Sky Estimate.pdf (3,988 KB)

Administrative Content

Executive Content

BluSky License # 1005805
Asbestos (DOSHS) 1117

Client: Rio Plaza School
Property: 600 Simon Way
Oxnard, CA 93036

Operator: KEVIN.SM

Estimator: Kevin Smith
Position: Project Director
Company: BluSky Restoration Contractors
Business: 4350 Transport Street, Suite 103
Ventura, CA 93003

Business: (805) 507-2300
E-mail: kevin.smith@goblusky.com

Type of Estimate: Other
Date Entered: 7/28/2022 Date Assigned:

Price List: CAVE8X_JUL22
Labor Efficiency: Restoration/Service/Remodel
Estimate: RIOSCHOOLDRYWALL-1

Thank you for the opportunity to provide you with this estimate to repair your property located at 600 Simon Way. BluSky Restoration specializes in the repair and reconstruction of structures damaged by fire, water, earthquake, motor vehicle impact, collapse or other similar disaster related events.

This estimate has been prepared using an Industry Standard Estimating Software product called Xactimate. Xactimate's format is designed by a 3rd party who has embraced the ways Insurance Companies typically wish estimates to be presented, specifically using unit costs and a final 10% overhead and 10% profit (10&10) at the bottom. This 10&10 may not necessarily reflect BluSky's actual Overhead and Profit. Furthermore, unless specifically denoted as an "allowance", unit costs are not to be construed as allowances whatsoever, rather an amount the contractor has chosen to charge for a certain item and/or services. In addition, the software automatically computes sales tax on the material, which may be stated in the summary section of this estimate. This sales tax is only an approximate amount and may or may not be representative of the actual material tax that BluSky actually pays when certain materials are purchased. All applicable sales taxes are paid by contractor at the time of material purchase. Any material *allowances* in this estimate are inclusive of sales tax.

Due to market volatility, tariffs, and increasing commodity costs, this proposal is only good for 10 days from the date of the estimate shown at the bottom of the page. Should acceptance of this proposal take place after 10 days of the proposal date, BluSky shall have the right to revise the said proposal as needed. Pricing in this estimate is based solely on BluSky completing the entire scope of work as listed. If owner chooses specific trades be accomplished by others, then BluSky reserves the right to revise this estimate accordingly.

Exclusions (Unless specifically included in Estimate):

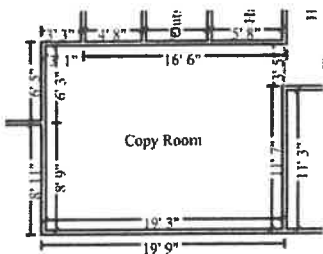
- Building code or Ordinance upgrades
- Content salvage or restoration
- Engineering or Architectural fees
- Testing and/or removal of any type of hazardous waste
- Prevailing wages
- Any related permits and fees
- Temporary weather protection
- Hidden or unforeseen damage
- Landscaping

RIOSCHOOLDRYWALL-1

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Please note that any work outside of this scope will be billed at time and materials based off our Prevailing wage schedule of fees. This scope also only covers a 1 final clean. If a progress cleaning is needed, this will be billed accordingly.						
1. Haul debris - per pickup truck load - including dump fees	2.00 EA	305.35	0.00	0.00	122.14	732.84
2. Commercial Supervision / Project Management - per hour	12.00 HR	0.00	150.00	0.00	360.00	2,160.00
3. Overtime Budget	1.00 EA	0.00	5,675.98	0.00	1,135.20	6,811.18
This is a budget of 20% for overtime. Depending on needs, this cost can go up or down.						
4. Fuel surcharge	0.01 EA	0.00	43,880.35	0.00	87.76	526.56
<i>Due to the recent and significant increase in fuel prices, a warranted surcharge has been applied to capture the surging construction costs. As such, a 2% surcharge against the Grand Total of this estimate/invoice has been added to the scope to accommodate the fuel spike as explained above. (This cost for this project as been reduced to 1%)</i>						
Total: Main Level				0.00	1,705.10	10,230.58



Copy Room

Height: 8'

523.44 SF Walls	289.32 SF Ceiling
812.76 SF Walls & Ceiling	289.32 SF Floor
32.15 SY Flooring	65.43 LF Floor Perimeter
65.43 LF Ceil. Perimeter	

Missing Wall

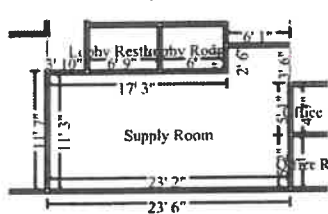
3' 4 13/16" X 8'

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. 5/8" drywall - hung, taped, ready for texture	144.66 SF	0.00	2.72	9.34	80.56	483.38
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
6. Mask wall - plastic, paper, tape (per LF)	65.43 LF	0.00	1.93	1.63	25.58	153.49
7. Mask per square foot for drywall work	289.32 SF	0.00	0.34	1.60	20.00	119.97
8. Tape joint for new to existing drywall - per LF	54.50 LF	0.00	12.66	1.41	138.28	829.66
9. Texture drywall - smooth / skim coat	177.37 SF	0.00	2.04	1.64	72.68	436.15
10. Drywall Installer / Finisher - per hour	4.00 HR	0.00	130.00	0.00	104.00	624.00
11. Mask and prep for paint - plastic, paper, tape (per LF)	65.43 LF	0.00	2.42	1.63	31.98	191.95

CONTINUED - Copy Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
12. Mask the floor per square foot - plastic and tape - 4 mil	289.32 SF	0.00	0.42	1.60	24.62	147.73
13. Paint the walls and ceiling - two coats	812.76 SF	0.00	1.69	21.74	279.06	1,674.36
14. Seal part of the ceiling w/latex based stain blocker - one coat	177.37 SF	0.00	1.10	1.47	39.32	235.90
15. Painter - per hour	3.00 HR	0.00	130.00	0.00	78.00	468.00
16. Clean floor	289.32 SF	0.00	1.06	0.27	61.40	368.35
17. Final cleaning - construction - Commercial	289.32 SF	0.00	0.56	0.00	32.40	194.42
18. Cleaning Technician - per hour	2.00 HR	0.00	112.00	0.00	44.80	268.80
19. Acoustic ceiling tile - Repair	289.32 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
20. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
Totals: Copy Room				42.33	1,032.68	6,196.16



Supply Room

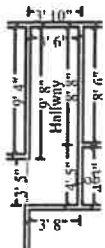
Height: 8'

564.00 SF Walls	276.23 SF Ceiling
840.23 SF Walls & Ceiling	276.23 SF Floor
30.69 SY Flooring	70.50 LF Floor Perimeter
70.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
21. 1/2" - drywall per LF - up to 4' tall	112.67 LF	0.00	20.05	26.61	457.12	2,742.76
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
22. Mask wall - plastic, paper, tape (per LF)	70.50 LF	0.00	1.93	1.76	27.58	165.41
23. Mask per square foot for drywall work	276.23 SF	0.00	0.34	1.53	19.08	114.53
24. Tape joint for new to existing drywall - per LF	80.33 LF	0.00	12.66	2.07	203.82	1,222.87
25. Texture drywall - smooth / skim coat	200.00 SF	0.00	2.04	1.85	81.98	491.83
26. Drywall Installer / Finisher - per hour	4.00 HR	0.00	130.00	0.00	104.00	624.00

CONTINUED - Supply Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
27. Mask and prep for paint - plastic, paper, tape (per LF)	70.50 LF	0.00	2.42	1.76	34.48	206.85
28. Mask the floor per square foot - plastic and tape - 4 mil	276.23 SF	0.00	0.42	1.53	23.50	141.05
29. Paint the walls and ceiling - two coats	840.23 SF	0.00	1.69	22.48	288.50	1,730.97
30. Seal the surface area w/latex based stain blocker - one coat	200.00 SF	0.00	1.10	1.66	44.34	266.00
31. Painter - per hour	4.00 HR	0.00	130.00	0.00	104.00	624.00
32. Clean floor	276.23 SF	0.00	1.06	0.25	58.62	351.67
33. Final cleaning - construction - Commercial	276.23 SF	0.00	0.56	0.00	30.94	185.63
34. Cleaning Technician - per hour	4.00 HR	0.00	112.00	0.00	89.60	537.60
35. Acoustic ceiling tile - Repair	276.23 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
36. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
Totals: Supply Room				61.50	1,567.56	9,405.17



Hallway

Height: 8'

240.89 SF Walls	46.58 SF Ceiling
287.48 SF Walls & Ceiling	46.58 SF Floor
5.18 SY Flooring	30.11 LF Floor Perimeter
30.11 LF Ceil. Perimeter	

Missing Wall

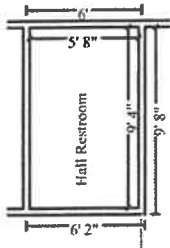
3' 4 13/16" X 8'

Opens into COPY_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
37. 5/8" drywall - hung, taped, ready for texture	46.58 SF	0.00	3.12	3.01	29.66	178.00
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
38. Mask wall - plastic, paper, tape (per LF)	30.11 LF	0.00	1.93	0.75	11.78	70.64
39. Mask per square foot for drywall work	46.58 SF	0.00	0.34	0.26	3.22	19.32
40. Tape joint for new to existing drywall - per LF	30.11 LF	0.00	12.66	0.78	76.40	458.37
41. Texture drywall - smooth / skim coat	76.70 SF	0.00	2.04	0.71	31.44	188.62

CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
42. Drywall Installer / Finisher - per hour	4.00 HR	0.00	130.00	0.00	104.00	624.00
43. Mask and prep for paint - plastic, paper, tape (per LF)	30.11 LF	0.00	2.42	0.75	14.74	88.36
44. Mask the floor per square foot - plastic and tape - 4 mil	46.58 SF	0.00	0.42	0.26	3.98	23.80
45. Paint the walls and ceiling - two coats	287.48 SF	0.00	1.69	7.69	98.70	592.23
46. Seal more than the ceiling w/latex based stain blocker - one coat	76.70 SF	0.00	1.10	0.64	17.00	102.01
47. Painter - per hour	4.00 HR	0.00	130.00	0.00	104.00	624.00
48. Clean floor	46.58 SF	0.00	1.06	0.04	9.88	59.29
49. Final cleaning - construction - Commercial	46.58 SF	0.00	0.56	0.00	5.22	31.30
50. Acoustic ceiling tile - Repair	46.58 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
51. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
Totals: Hallway				14.89	510.02	3,059.94



Hall Restroom

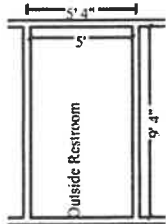
Height: 8'

240.00 SF Walls	52.89 SF Ceiling
292.89 SF Walls & Ceiling	52.89 SF Floor
5.88 SY Flooring	30.00 LF Floor Perimeter
30.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
52. 1/2" - drywall per LF - up to 4' tall	14.00 LF	0.00	20.05	3.31	56.80	340.81
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
53. 5/8" drywall - hung, taped, ready for texture	52.89 SF	0.00	3.12	3.42	33.68	202.12
54. Mask wall - plastic, paper, tape (per LF)	30.00 LF	0.00	1.93	0.75	11.74	70.39
55. Mask per square foot for drywall work	172.89 SF	0.00	0.34	0.96	11.96	71.70
56. Tape joint for new to existing drywall - per LF	50.00 LF	0.00	12.66	1.29	126.86	761.15
57. Texture drywall - smooth / skim coat	102.89 SF	0.00	2.04	0.95	42.18	253.03

CONTINUED - Hall Restroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
58. Mask and prep for paint - plastic, paper, tape (per LF)	30.00 LF	0.00	2.42	0.75	14.68	88.03
59. Mask part of the walls per square foot - plastic and tape - 4 mil	172.89 SF	0.00	0.42	0.96	14.72	88.29
60. Seal/prime then paint part of the walls twice (3 coats)	172.89 SF	0.00	2.28	5.42	79.92	479.53
61. Painter - per hour	3.00 HR	0.00	130.00	0.00	78.00	468.00
62. Clean floor	52.89 SF	0.00	1.06	0.05	11.24	67.35
63. Final cleaning - construction - Commercial	52.89 SF	0.00	0.56	0.00	5.92	35.54
64. Cleaning Technician - per hour	0.50 HR	0.00	112.00	0.00	11.20	67.20
65. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
Totals: Hall Restroom				17.86	498.90	2,993.14



Outside Restroom

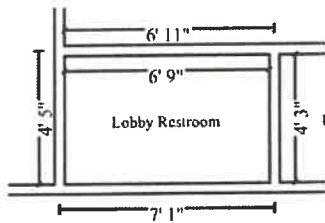
Height: 8'

229.33 SF Walls	46.67 SF Ceiling
276.00 SF Walls & Ceiling	46.67 SF Floor
5.19 SY Flooring	28.67 LF Floor Perimeter
28.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
66. 1/2" - drywall per LF - up to 4' tall	14.00 LF	0.00	20.05	3.31	56.80	340.81
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
67. 1/2" - drywall per LF - up to 2' tall	8.00 LF	0.00	14.10	1.02	22.76	136.58
68. 5/8" drywall - hung, taped, ready for texture	46.67 SF	0.00	3.12	3.01	29.72	178.34
69. Mask wall - plastic, paper, tape (per LF)	28.67 LF	0.00	1.93	0.71	11.20	67.24
70. Mask per square foot for drywall work	161.33 SF	0.00	0.34	0.89	11.16	66.90
71. Tape joint for new to existing drywall - per LF	54.67 LF	0.00	12.66	1.41	138.70	832.23
72. Texture drywall - smooth / skim coat	95.33 SF	0.00	2.04	0.88	39.08	234.43
73. Mask and prep for paint - plastic, paper, tape (per LF)	28.67 LF	0.00	2.42	0.71	14.02	84.11
74. Mask part of the walls per square foot - plastic and tape - 4 mil	161.33 SF	0.00	0.42	0.89	13.74	82.39

CONTINUED - Outside Restroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
75. Seal/prime then paint part of the walls twice (3 coats)	161.33 SF	0.00	2.28	5.06	74.58	447.47
76. Painter - per hour	3.00 HR	0.00	130.00	0.00	78.00	468.00
77. Clean floor	46.67 SF	0.00	1.06	0.04	9.90	59.41
78. Final cleaning - construction - Commercial	46.67 SF	0.00	0.56	0.00	5.22	31.36
79. Cleaning Technician - per hour	0.50 HR	0.00	112.00	0.00	11.20	67.20
80. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
Totals: Outside Restroom				17.93	516.08	3,096.47



Lobby Restroom

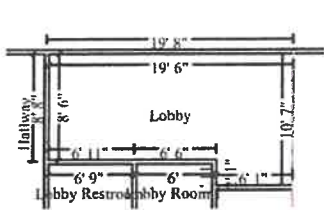
Height: 8'

175.46 SF Walls	28.51 SF Ceiling
203.97 SF Walls & Ceiling	28.51 SF Floor
3.17 SY Flooring	21.93 LF Floor Perimeter
21.93 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
81. 1/2" - drywall per LF - up to 2' tall	8.00 LF	0.00	14.10	1.02	22.76	136.58
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
82. Mask wall - plastic, paper, tape (per LF)	21.93 LF	0.00	1.93	0.55	8.58	51.45
83. Mask per square foot for drywall work	116.24 SF	0.00	0.34	0.64	8.02	48.18
84. Drywall patch / small repair, ready for paint	1.00 EA	0.00	114.87	0.32	23.04	138.23
85. Tape joint for new to existing drywall - per LF	10.00 LF	0.00	12.66	0.26	25.38	152.24
86. Texture drywall - smooth / skim coat	20.00 SF	0.00	2.04	0.18	8.20	49.18
87. Mask and prep for paint - plastic, paper, tape (per LF)	21.93 LF	0.00	2.42	0.55	10.74	64.36
88. Mask part of the walls per square foot - plastic and tape - 4 mil	116.24 SF	0.00	0.42	0.64	9.88	59.34
89. Seal/prime then paint the ceiling (2 coats)	28.51 SF	0.00	1.67	0.55	9.64	57.80
90. Paint part of the walls - two coats	87.73 SF	0.00	1.69	2.35	30.14	180.75
91. Seal the surface area w/latex based stain blocker - one coat	30.00 SF	0.00	1.10	0.25	6.66	39.91

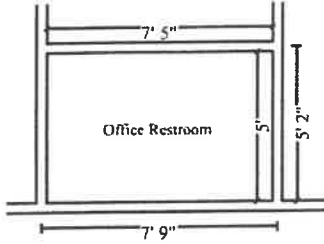
CONTINUED - Lobby Restroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
92. Painter - per hour	2.00 HR	0.00	130.00	0.00	52.00	312.00
93. Clean floor	28.51 SF	0.00	1.06	0.03	6.04	36.29
94. Final cleaning - construction - Commercial	28.51 SF	0.00	0.56	0.00	3.20	19.17
95. Cleaning Technician - per hour	0.50 HR	0.00	112.00	0.00	11.20	67.20
96. Acoustic ceiling tile - Repair	28.51 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
97. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
Totals: Lobby Restroom				7.34	235.48	1,412.68



Lobby		Height: 8'
396.33 SF Walls	178.25 SF Ceiling	
574.58 SF Walls & Ceiling	178.25 SF Floor	
19.81 SY Flooring	49.54 LF Floor Perimeter	
49.54 LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Missing Wall 10' 7" X 8' Opens into OFFICE						
98. Clean floor	178.25 SF	0.00	1.06	0.16	37.84	226.95
99. Final cleaning - construction - Commercial	178.25 SF	0.00	0.56	0.00	19.96	119.78
100. Cleaning Technician - per hour	3.00 HR	0.00	112.00	0.00	67.20	403.20
101. Acoustic ceiling tile - Repair	178.25 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
102. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
103. Suspended ceiling tile - Detach & reset	178.25 SF					BY OTHER
Ceiling t-bar repair and ceiling tile replacement will be handled by another contractor.						
Totals: Lobby				0.16	125.00	749.93



Office Restroom

Height: 8'

198.67 SF Walls	37.08 SF Ceiling
235.75 SF Walls & Ceiling	37.08 SF Floor
4.12 SY Flooring	24.83 LF Floor Perimeter
24.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
104. 1/2" - drywall per LF - up to 4' tall	14.00 LF	0.00	20.05	3.31	56.80	340.81
105. Mask wall - plastic, paper, tape (per LF)	24.83 LF	0.00	1.93	0.62	9.70	58.24
106. Mask per square foot for drywall work	136.42 SF	0.00	0.34	0.76	9.44	56.58
107. Tape joint for new to existing drywall - per LF	22.00 LF	0.00	12.66	0.57	55.82	334.91
108. Texture drywall - smooth / skim coat	49.67 SF	0.00	2.04	0.46	20.36	122.15
109. Mask and prep for paint - plastic, paper, tape (per LF)	24.83 LF	0.00	2.42	0.62	12.14	72.85
110. Mask part of the walls per square foot - plastic and tape - 4 mil	136.42 SF	0.00	0.42	0.76	11.62	69.68
111. Seal/prime then paint the ceiling (2 coats)	37.08 SF	0.00	1.67	0.72	12.52	75.16
112. Paint part of the walls - two coats	99.33 SF	0.00	1.69	2.66	34.12	204.65
113. Seal part of the walls w/latex based stain blocker - one coat	49.67 SF	0.00	1.10	0.41	11.00	66.05
114. Painter - per hour	2.00 HR	0.00	130.00	0.00	52.00	312.00
115. Clean floor	37.08 SF	0.00	1.06	0.03	7.86	47.19
116. Final cleaning - construction - Commercial	37.08 SF	0.00	0.56	0.00	4.16	24.92
117. Cleaning Technician - per hour	0.50 HR	0.00	112.00	0.00	11.20	67.20
118. Acoustic ceiling tile - Repair	37.08 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
119. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
Totals: Office Restroom				10.92	308.74	1,852.39

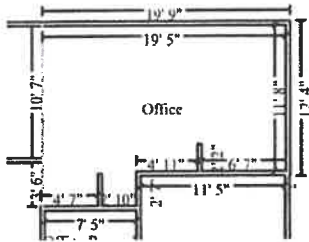


Back Office

Height: 8'

385.33 SF Walls	144.61 SF Ceiling
529.94 SF Walls & Ceiling	144.61 SF Floor
16.07 SY Flooring	48.17 LF Floor Perimeter
48.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
120. Clean floor	144.61 SF	0.00	1.06	0.13	30.68	184.10
121. Final cleaning - construction - Commercial	144.61 SF	0.00	0.56	0.00	16.20	97.18
122. Cleaning Technician - per hour	2.00 HR	0.00	112.00	0.00	44.80	268.80
Totals: Back Office				0.13	91.68	550.08



Office

Height: 8'

503.33 SF Walls	245.69 SF Ceiling
749.02 SF Walls & Ceiling	245.69 SF Floor
27.30 SY Flooring	62.92 LF Floor Perimeter
62.92 LF Ceil. Perimeter	

Missing Wall
Missing Wall

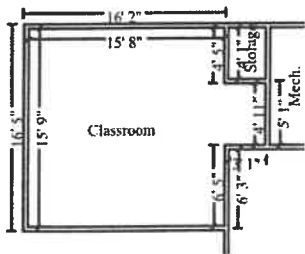
10' 7" X 8'
3' 6" X 8'

Opens into LOBBY
Opens into SUPPLY_ROOM2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
123. 1/2" - drywall per LF - up to 2' tall	16.00 LF	0.00	14.10	2.04	45.52	273.16
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
124. 1/2" - drywall per LF - up to 4' tall	10.00 LF	0.00	20.05	2.36	40.58	243.44
125. Mask wall - plastic, paper, tape (per LF)	62.92 LF	0.00	1.93	1.57	24.60	147.61
126. Mask per square foot for drywall work	749.02 SF	0.00	0.34	4.15	51.78	310.60
127. Tape joint for new to existing drywall - per LF	18.00 LF	0.00	12.66	0.46	45.68	274.02
128. Texture drywall - smooth / skim coat	40.00 SF	0.00	2.04	0.37	16.40	98.37
129. Drywall Installer / Finisher - per hour	2.00 HR	0.00	130.00	0.00	52.00	312.00
130. Mask and prep for paint - plastic, paper, tape (per LF)	15.73 LF	0.00	2.42	0.39	7.70	46.16

CONTINUED - Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
131. Mask part of the floor per square foot - plastic and tape - 4 mil	122.84 SF	0.00	0.42	0.68	10.46	62.73
132. Paint part of the walls - two coats	125.83 SF	0.00	1.69	3.37	43.22	259.24
133. Seal the surface area w/latex based stain blocker - one coat	60.00 SF	0.00	1.10	0.50	13.30	79.80
134. Painter - per hour	2.00 HR	0.00	130.00	0.00	52.00	312.00
135. Clean floor	245.69 SF	0.00	1.06	0.23	52.12	312.78
136. Final cleaning - construction - Commercial	245.69 SF	0.00	0.56	0.00	27.52	165.11
137. Cleaning Technician - per hour	3.00 HR	0.00	112.00	0.00	67.20	403.20
138. Acoustic ceiling tile - Repair	245.69 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
139. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						
140. Suspended ceiling tile - Detach & reset	245.69 SF					BY OTHER
Ceiling t-bar repair and ceiling tile replacement will be handled by another contractor.						
Totals: Office				16.12	550.08	3,300.22



Classroom

Height: 8'

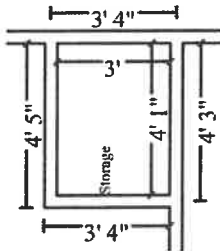
556.00 SF Walls	263.67 SF Ceiling
819.67 SF Walls & Ceiling	263.67 SF Floor
29.30 SY Flooring	69.50 LF Floor Perimeter
69.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
141. Drywall patch / small repair, ready for paint	1.00 EA	0.00	114.87	0.32	23.04	138.23
This cost is based of 2 layers of material (drywall, shims, etc.) to bring new drywall flush with existing plaster)						
142. Mask wall - plastic, paper, tape (per LF)	8.00 LF	0.00	1.93	0.20	3.12	18.76
143. Mask per square foot for drywall work	32.00 SF	0.00	0.34	0.18	2.22	13.28
144. Texture drywall - smooth / skim coat	12.00 SF	0.00	2.04	0.11	4.92	29.51
145. Mask and prep for paint - plastic, paper, tape (per LF)	17.38 LF	0.00	2.42	0.43	8.50	50.99

CONTINUED - Classroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
146. Mask the floor perimeter per square foot - plastic and tape - 4 mil	69.50 SF	0.00	0.42	0.38	5.92	35.49
147. Paint part of the walls - two coats	139.00 SF	0.00	1.69	3.72	47.72	286.35
148. Seal the surface area w/latex based stain blocker - one coat	40.00 SF	0.00	1.10	0.33	8.86	53.19
149. Painter - per hour	1.00 HR	0.00	130.00	0.00	26.00	156.00
150. Clean floor	263.67 SF	0.00	1.06	0.24	55.94	335.67
151. Final cleaning - construction - Commercial	263.67 SF	0.00	0.56	0.00	29.54	177.20
152. Cleaning Technician - per hour	1.00 HR	0.00	112.00	0.00	22.40	134.40
153. Acoustic ceiling tile - Repair	263.67 SF					BY OTHER
Ceiling tile repair will be handled by different contractor.						
154. Carpenter - Backing	HR					BY OTHER
Framing/Backing will be completed by a different contractor.						

Totals: Classroom 5.91 238.18 1,429.07



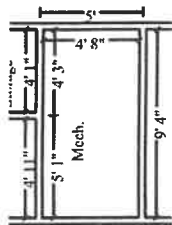
Storage

Height: 8'

113.33 SF Walls	12.25 SF Ceiling
125.58 SF Walls & Ceiling	12.25 SF Floor
1.36 SY Flooring	14.17 LF Floor Perimeter
14.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
NO WORK IN THIS AREA						

Totals: Storage 0.00 0.00 0.00



Mech.

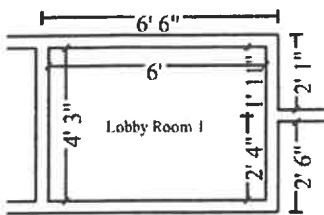
Height: 8'

224.00 SF Walls	43.56 SF Ceiling
267.56 SF Walls & Ceiling	43.56 SF Floor
4.84 SY Flooring	28.00 LF Floor Perimeter
28.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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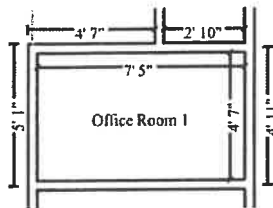
CONTINUED - Mech.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
NO WORK IN THIS AREA						
Totals: Mech.				0.00	0.00	0.00



Lobby Room 1			Height: 8'			
163.79 SF Walls				25.42 SF Ceiling		
189.21 SF Walls & Ceiling				25.42 SF Floor		
2.82 SY Flooring				20.47 LF Floor Perimeter		
20.47 LF Ceil. Perimeter						

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
NO WORK IN THIS AREA						
Totals: Lobby Room 1				0.00	0.00	0.00



Office Room 1			Height: 8'			
192.00 SF Walls				33.99 SF Ceiling		
225.99 SF Walls & Ceiling				33.99 SF Floor		
3.78 SY Flooring				24.00 LF Floor Perimeter		
24.00 LF Ceil. Perimeter						

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
NO WORK IN THIS AREA						
Totals: Office Room 1				0.00	0.00	0.00
Total: Main Level				195.09	7,379.50	44,275.83
Line Item Totals: RIOSCHOOLDRYWALL-1				195.09	7,379.50	44,275.83

Grand Total Areas:

4,705.92 SF Walls	1,724.72 SF Ceiling	6,430.63 SF Walls and Ceiling
1,724.72 SF Floor	191.64 SY Flooring	588.24 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	588.24 LF Ceil. Perimeter
1,724.72 Floor Area	1,858.95 Total Area	4,787.25 Interior Wall Area
1,879.50 Exterior Wall Area	208.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary for Dwelling

Line Item Total	36,701.24
Material Sales Tax	195.09
Subtotal	36,896.33
Overhead	3,689.75
Profit	3,689.75
Replacement Cost Value	\$44,275.83
Net Claim	\$44,275.83

Kevin Smith
Project Director

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (9.225%)	Storage Rental Tax (9.225%)
Line Items	3,689.75	3,689.75	195.09	0.00
Total	3,689.75	3,689.75	195.09	0.00

Recap by Room

Estimate: RIOSCHOOLDRYWALL-1

Area: Main Level	8,525.48	23.23%
Copy Room	5,121.15	13.95%
Supply Room	7,776.11	21.19%
Hallway	2,535.03	6.91%
Hall Restroom	2,476.38	6.75%
Outside Restroom	2,562.46	6.98%
Lobby Restroom	1,169.86	3.19%
Lobby	624.77	1.70%
Office Restroom	1,532.73	4.18%
Back Office	458.27	1.25%
Office	2,734.02	7.45%
Classroom	1,184.98	3.23%
<hr/>		
Area Subtotal: Main Level	36,701.24	100.00%
<hr/>		
Subtotal of Areas	36,701.24	100.00%
<hr/>		
Total	36,701.24	100.00%



Recap by Category

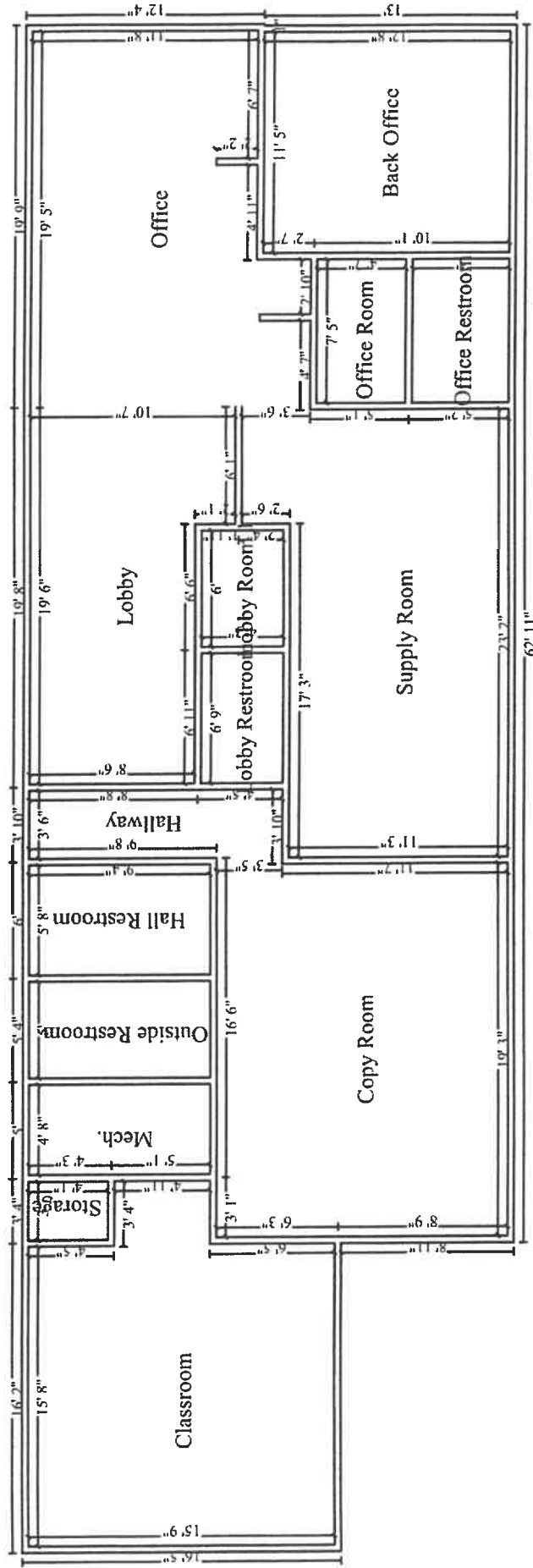
O&P Items	Total	%
CLEANING	4,511.39	10.19%
GENERAL DEMOLITION	610.70	1.38%
DRYWALL	13,611.17	30.74%
PERMITS AND FEES	438.80	0.99%
LABOR ONLY	7,475.98	16.89%
PAINTING	10,053.20	22.71%
O&P Items Subtotal	36,701.24	82.89%
Material Sales Tax	195.09	0.44%
Overhead	3,689.75	8.33%
Profit	3,689.75	8.33%
Total	44,275.83	100.00%

This estimate is valid for 10 days, after 10 days, BluSky has the right to accept, reject or revise our proposal.

Thank you for this opportunity and I look forward to working together to restore your OTHER damaged property.

Sincerely,

Kevin Smith
Project Director



10.24



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.24 Ratification of the Campus Underground and Administrative Building Re-pipe services by M/M Mechanical, Inc. at Rio Plaza's Administration Building after the emergency plumbing repair that damaged the building.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	550,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Ratification of the Campus Underground Administrative Building Re-pipe by M/M Mechanical, Inc. after the emergency plumbing repair that damaged the building.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Rio Plaza Administration Building incurred damage to the walls and floors after an emergency plumbing repair was necessary. M/M Mechanical, Inc. prepared a Not to Exceed proposal for the cost to replace the entire underground water distribution system along with existing leaking galvanized west side administrative building above grade water. The work had to be done before the start of school and was therefore, necessary for Dr. Puglisi to authorize the work to begin as soon as possible.

MM Mechanical Proposal.pdf (652 KB)

Administrative Content

Executive Content





MECHANICAL, INC.
 PLUMBING AND PIPING CONTRACTORS

To: Rio School District	From: Steven Vior
Project: Emergency Water Replacement	Pages: 1
Atten: C. Fichtner	Date: 6/30/22
Re: T & M Rates	CC: File

- Standard Review** **Urgent Review** **Time Impact** **Cost Impact**

Mr. Fichtner,

MM Mechanical will provide the professional plumbing services for the Rio Plaza water replacement project at the following rates. Our scope is related to all above ground admin building and site wide domestic underground. 15% OH&P will be added to all materials and base labor rates as listed below.

Plumber

Reg- 120 per hour
 Ot 1.5- 172.50 per hour after 8 to 10 and Saturdays
 OT 2- 190 per hour after ten hours and Sundays

Laborer and or Operator

Reg- 98 per hour
 Ot 1.5-147 per hour after 8 to 10 and Saturdays
 Ot 2- 167 per hour after ten hours and Sunday

*Overtime is between the hours or 330pm and 6 am Monday through Friday.
 Weekends are overtime

Project specific equipment anticipated to be utilized for duration of project

Backhoe 425 per day
 Mini ex 365 per day
 Skid Steer 360 per day
 Mechanical compactors 95 per day
 50 hp diesel compressors 325 per day
 5 yard bob tail 400 per day
 Utility Crew Truck 98
 Sweeper attachment 175 per day

10.25



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.25 Ratification of the Campus Underground emergency repair of the parking lot from the water line damage at Rio Plaza. BC Rincon Construction, Inc., repaired the parking lot and restriped it to return it to the existing configuration.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	9,828.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Ratification of the BC Rincon Construction, Inc. repair after the emergency plumbing repair that damaged the parking lot at Rio Plaza

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Rio Plaza Administration Building incurred damage to the walls and floors after an emergency plumbing repair was necessary. BC Rincon prepared a Proposal for the cost to repair the parking lot at Rio Plaza by applying a coat of Asphalt Sealer and restriping the existing configuration of the parking lot. The work had to be done before the start of school and was therefore, necessary for Dr. Puglisi to authorize the work to begin as soon as possible.

[BC Rincon Proposal.pdf \(243 KB\)](#)

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

10.26



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.26 Approval of the Ratification of the Award of Project at Rio Del Sol approved by the Superintendent for the play structures, from Hughes General Engineering Project 22-10L.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	566,520.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Ratification of the Award of Project from Hughes General Engineering for the play structures at Rio Del Sol.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On July 20, 2022, the Rio School District received bid responses for Bid #22-10L REBID for Playground Structures at Rio Del Sol. Hughes General Engineering, Inc. was the lowest (and only bidder) for the project, and should be awarded the job. At the June 29th, 2022 Board Meeting, the Board agreed to authorize the Superintendent to Award the bid for the project so that the work could be completed before school begins for the 2022/2023 school year.

[Hughes Award of Contract.pdf \(214 KB\)](#)

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

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

July 20, 2022

Subject: Request for Board Ratification of the Award of Project at Rio Del Sol K-8 STEAM School by the Superintendent, Rio School District.

Re: RSD Project #22-10L REBID Rio Del Sol Play Structures
Ratification of Award by Superintendent to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids for RSD Project #22-10L REBID Rio Del Sol Play Structures, Oxnard, Ca. The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by November 30, 2022.

CONTRACTOR	BASE BID	Add Alternate (Not accepted)	Total Bid
<i>Hughes General Engineering</i>	\$566,520.00	n/a	\$566,520.00

It is our recommendation that the Rio School District, per authorization by the Board of Education at its August 17, 2022 board meeting, proceed with issuing a Ratification of Award previously executed by the Superintendent to Hughes General Engineering, 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.

10.27



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.27 Approval of Resolution 22/23-02 for the Notice of Completion of the Acoustical Wall Treatment in the Multi-Purpose Room at Rio Vista Middle School by Tech-Wall.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve the resolution for the Notice of Completion by Tech-Wall at Rio Vista Middle School for the acoustical wall treatment in the multi-purpose room.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve Resolution 22/23-02, Notice of Completion for work related to the Rio Vista Middle School Acoustical wall treatment in the multi-purpose room by Tech-Wall.

[Resolution 22-23-02 Tech Wall at RDV.pdf \(414 KB\)](#)

[20220801_Balfour Beatty Construction.pdf \(180 KB\)](#)

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. 22/23-02

**NOTICE OF COMPLETION OF ACOUSTICAL TREATMENT IN MULTI-PURPOSE
ROOM AT RIO VISTA MIDDLE SCHOOL BY TECH-WALL**

WHEREAS, pursuant to RSD Project No. 22-20L, the Rio School District (“District”) contracted with Tech-Wall for the Acoustical Wall Treatment in the Multi-Purpose Room at Rio Vista Middle School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 22-20L; and

WHEREAS, on July 18, 2022, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined that a Notice of Completion can be filed, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 22-20L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 17th day of August, 2022 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kristine Anderson,
President of the Board of Trustees

Balfour Beatty Construction

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

July 18, 2022

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project: **Acoustical Wall Treatment in Multi-Purpose Room at Rio Vista Middle School.**
Recommendation to Request Board approval for issuance of Notice of Completion For Tech-Wall.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to the **Acoustical Treatment in Multi-Purpose Room at Rio Vista Middle School.** All contract installation requirements have been satisfied by Tech-Wall for the MPR Acoustical Treatment Installation at Rio Vista.

The final contract amount is as follows:

Tech-Wall	Base Agreement	\$ 49,775.00
Tech-Wall	Total Change Order Amount	\$ 0
FINAL Cost		\$ 49,775.00

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

10.28



Agenda Item Details

Meeting	Aug 17, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.28 Approval of Change Order #1 from EJS Construction, Inc. for the Expedited Switchgear Cost/Fee to obtain Master Electrical Switchboard to meet project timelines and completion date at Rio Plaza Elementary School
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	29,792.18
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve Change Order #1 from EJS Construction, Inc. for the Expedited Switchgear Cost/Fee to obtain Master Electrical Switchboard to meet project timelines and completion date at Rio Plaza Elementary School

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Upon award of project, the General Contractor was notified by the Electrical Subcontractor that the Main Electrical Master Switchboard Assembly or MSB specified as a Siemens product would take a year to manufacture and deliver due to impacts on the material supply chain by COVID 19. The General Contractor and electrical contractor were able to locate and have a custom built MSB Assembly manufactured to meet the contract timelines but an expediting fee would be required. This change order covers the expediting fee to accelerate the manufacturing of the MSB Gear to meet the contract schedule for completion.



Administrative Content

Executive Content

Balfour Beatty Construction

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

August 01, 2022

Attn: Dr. Puglisi

Subject: Rio Plaza Elementary School

Re: Project 22-02L Rio Plaza HVAC & Electrical
EJS Construction, Inc.
Recommendation to Approve CO #1 to EJS Construction, Inc.

Dear Dr. Puglisi,

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

- 1) CO#1-EJS Construction, Inc: Expedited Switchgear Cost/Fee to obtain Master Electrical Switchboard to Meet Project Timelines and Completion Date at Rio Plaza Elementary School.

\$29,792.18

Total CO #1	\$ 29,792.18
Previous Approved CO's	\$ 0
Original Contract	\$ 2,200,000.00
Revised Contract	\$ 2,229,792.18

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

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

**CO 1
08-01-2022**

PROJECT NO: RSD 22-01L

CO NO: 1

PROJECT NAME: Rio Plaza HVAC & Electrical

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 2,200,000.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 29,792.18
Adjusted Contract Amount	\$ 2,229,792.18

TIME:

Original Contract Completion Date	September 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	September 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: EJS Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By 

Date _____

Date 8/1/22

Rio School District
 Project No RSD 22-01L
 Rio Plaza HVAC & ELECT.

CO #1
 8/1/2022

Original Contract \$ 2,200,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	EJS	Expedited Switchgear Cost to Meet Project Timelines and Completion due to Manufacturer impacts caused by COVID 19 Affecting all Electrical Switchgear Manufactured Goods. (1 Year LEAD TIME)	Upon Award Of Project, the General Contractor was Notified by the Electrical Subcontractor that the Main Electrical Master Switchboard Assembly or MSB Specified as a SIEMENS Product would take a year to Manufacturer and Deliver due to impacts on the material supply chain by COVID 19. The General Contractor and Electrical Contractor were able to locate and have a custom built MSB Assembly manufactured to meet the contract timelines but a expediting fee would be required. This change order covers the expediting fee to accelerate the manufacturing of the MSB Gear to meet the contract schedule for completion. (See Information Attached to this change order proposal)	\$29,792.18

Total CO #1	\$ 29,792.18
Previous Approved CO's (NONE)	\$ -
Original Contract	\$ 2,200,000.00
Revised Contract	\$ 2,229,792.18

