



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

November 16, 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, November 16, 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-Rio del Sol Student
- 1.3 Roll Call

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

- 4.1 Consideration of Student Discipline- Stipulated Expulsion [Education Code 48918] Student No. 6010584
- 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 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023

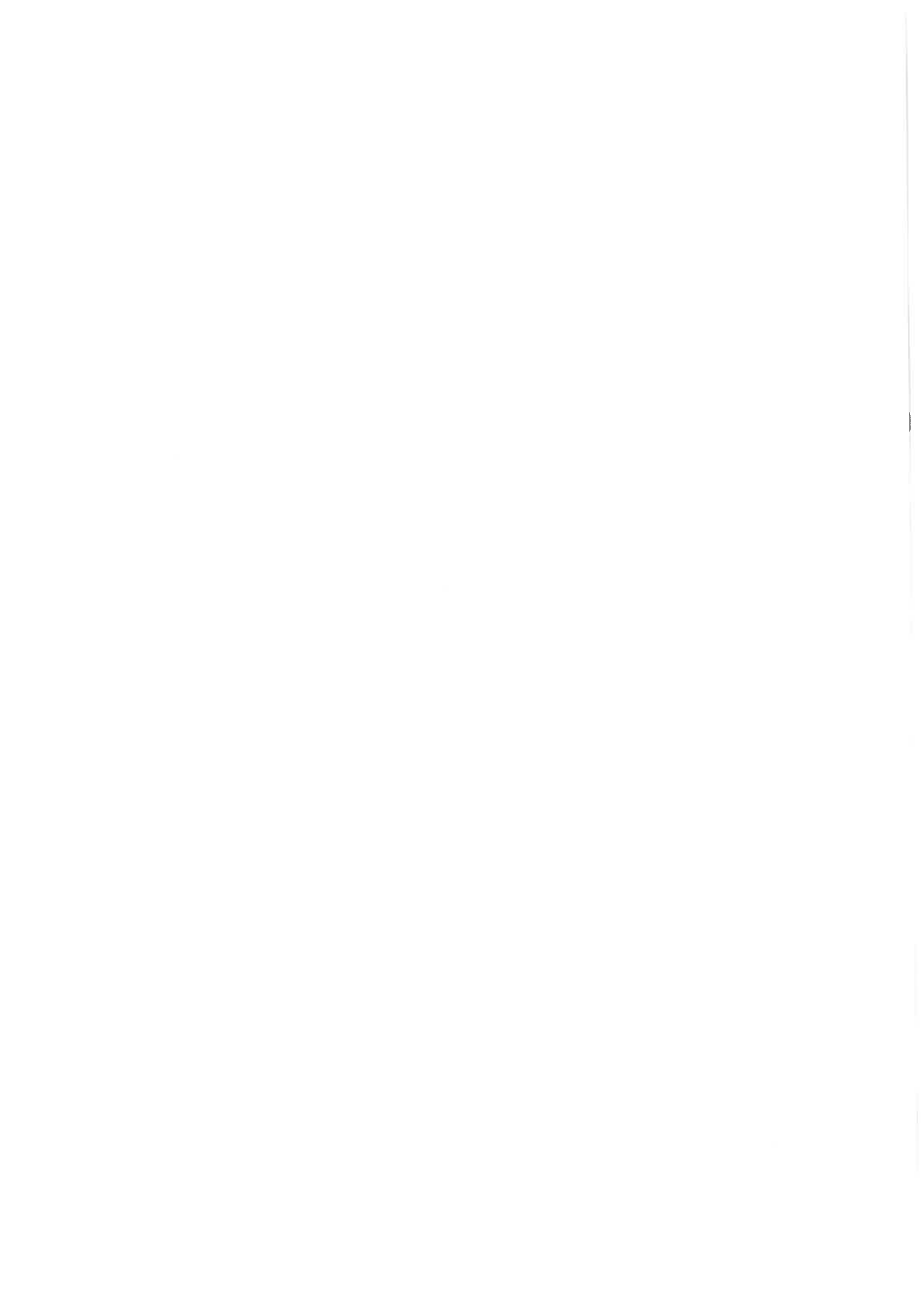
5. Reconvene Open Session 6:00 p.m.

- 5.1 Report of Closed Session

6. Recognitions/Presentations

- 6.1 Rio del Sol ASB Presentation
- 6.2 California STEAM Symposium Student Showcase Presentation
- 6.3 2022 AME Institute Presentation
- 6.4 Board Member Recognition

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. Public Hearings

8.1 Public Hearing on Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit

9. Information

9.1 Business Services Report

9.2 Educational Services Report

9.3 Human Resources Updates

10. Discussion/Action

10.1 Considered Approval of Resolution 22/23-08 Of the Board of Trustees of the Rio School District Delegating Authority to Certain Officers to Perform Actions Necessary to Finalize the Acquisition of Property Pursuant to Board Approved Purchase-Sale Agreements

10.2 Resolution No. 22-23-10; Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit

10.3 Approval of Proposal from Kruger Bensen Ziemer Architects, Inc. for services at Rio Lindo for a Special-Needs Restroom Building

10.4 Making Findings Regarding and Approving Request for Proposals No. 22-23-09 for Multifunction Digital Copier Equipment Lease and Maintenance Services.

10.5 Authorization of Teaching Assignment- Provisional Internship Permit (PIP)

10.6 Approval of job descriptions for technology department

10.7 Approval of a 5% Salary Increase for BoardMembers

10.8 Adoption of the District Goals FY 2022/2023

11. Consent

11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of the Regular Board Meeting October 19, 2022

11.3 Approval of the November Personnel Report

11.4 Ratification of the Commercial Warrant for October 8, 2022 through November 3, 2022.

11.5 Approval of University Agreement with California State University East Bay

11.6 Approval of 2022-2023 Salary Schedules



11.7 Ratification of MOU Between County of Ventura Behavioral Health Department and Rio School District for Special Education Mental Health Services

11.8 Approval of Community Engagement Initiative (CEI) Cohort III Agreement

11.9 2022-2023 ERate RFP for internal fiber connections

11.10 2022-2023 ERate RFP for switch replacement and upgrade

11.11 Staff laptop workstation replacement and repair buffer

11.12 Approval of CREDIT Change Order #2 from Smith M.E.P. for the Rio Vista Gym HVAC and Electrical.

11.13 Approval to begin the bid process for a new electrical main switchgear and transformer upgrade, Project #22-12L, at Rio Del Valle.

12. Organizational Business

12.1 Future Items for Discussion

12.2 Future Meeting Dates: Annual Organizational Meeting, December 14, 2022

13. Adjournment

13.1 Adjournment



Agenda Item Details

Meeting Nov 16, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Consideration of Student Discipline- Stipulated Expulsion [Education Code 48918] Student No. 6010584

Access Public

Type Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will discuss the Consideration of Student Discipline-Stipulated Expulsion [Education Code 48918] of Student No. 6010584

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Nov 16, 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

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Closed session discussion.

Administrative Content

Executive Content





Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

Administrative Content

Executive Content

4.4



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D.,

Rationale:

Closed session discussion.

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	6. Recognitions/Presentations
Subject	6.1 Rio del Sol ASB Presentation
Access	Public
Type	Presentation

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent, Educational Services

Rationale:

Mr. Hernandez presents the ASB students from Rio del Sol School.

Administrative Content

Executive Content

6.2



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	6. Recognitions/Presentations
Subject	6.2 California STEAM Symposium Student Showcase Presentation
Access	Public
Type	Recognition

Public Content

Speaker: Jarkko Mylarri, Director of Technology

Rationale:

Mr. Mylarri will present students that attended the California STEAM Symposium Showcase.

Administrative Content

Executive Content

6.3



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	6. Recognitions/Presentations
Subject	6.3 2022 AME Institute Presentation
Access	Public
Type	Presentation

Public Content

Speaker: Jarkko Mylarri, Director of Technology

Rationale:

The 2022 AME Institute is a four-day, live professional event designed to provide Arts, Media, and Entertainment teachers the experiences, resources, information, and training that helps to ensure California's next generation of AME workforce is prepared for their future.

Several teachers and staff members attended and will present information to the Governing Board.

Administrative Content

Executive Content



Agenda Item Details

Meeting Nov 16, 2022 - RSD Regular Board Meeting
Category 6. Recognitions/Presentations
Subject 6.4 Board Member Recognition
Access Public
Type Recognition

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board and staff will recognize Trustee Edith Martinez-Cortes and Trustee Linda Armas for their years of service to the students, staff and community of the Rio School District.

Administrative Content

Executive Content

7.4



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- RSD Goals

Administrative Content

Executive Content

8.1



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	8. Public Hearings
Subject	8.1 Public Hearing on Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit
Access	Public
Type	Discussion

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The purpose of this hearing is for the Board to consider granting staff the authority to submit a waiver of the District's statutory bonding limit to the State Board of Education. Pursuant to the requirements of California Education Code section 33050, the District seeks a waiver of its bonding capacity in order to issue general obligation bonds approved by the voters under Measure H at the November 8, 2022 election.

Notice of Public Hearing - November 2, 2022.pdf (65 KB)

Administrative Content

Executive Content

RIO ELEMENTARY SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

Please take notice that a Public Hearing on a Proposed Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit will be held as follows:

The hearing will take place on November 16, 2022 at the Board of Trustee's (the "Board") meeting in the District Office located at 1800 Solar Drive, Oxnard, California. The reconvened open session of the Board's meeting will start on or about 6:00 p.m. It is anticipated that this public hearing will be held shortly thereafter.

The purpose of this hearing is for the Board to consider granting staff the authority to submit a waiver of the District's statutory bonding limit to the State Board of Education. Pursuant to the requirements of California Education Code section 33050, the District seeks a waiver of its bonding capacity in order to issue general obligation bonds approved by the voters under Measure H at the November 8, 2022 election.

The Board invites all those interested in this matter to provide comments during the hearing.

A copy of the proposed resolution is available on the District's website at <http://rioschools.org/board-of-trustee/meeting-agendas-and-minutes/>.

Dated: November 2, 2022

/s/ John Puglisi
Secretary of the Board of Trustees

9.1

**Agenda Item Details**

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- Master Planning/Safety Update
- Post Bond Results

Administrative Content**Executive Content**

9.2



Agenda Item Details

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

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- Trimester One Grades
- Interim Assessment Update

Administrative Content

Executive Content



Agenda Item Details

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

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID/Attendance Update

Administrative Content

Executive Content

10.1



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Considered Approval of Resolution 22/23-08 Of the Board of Trustees of the Rio School District Delegating Authority to Certain Officers to Perform Actions Necessary to Finalize the Acquisition of Property Pursuant to Board Approved Purchase-Sale Agreements
Access	Public
Type	Action
Recommended Action	Staff recommends the Board approve Resolution 22/23-08 Of the Board of Trustees of the Rio School District Delegating Authority to Certain Officers to Perform Actions Necessary to Finalize the Acquisition of Property Pursuant to Board Approved Purchase-Sale Agreements.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Considered approval and delegation of general authority to Superintendent, or his designee, to take actions necessary to complete the acquisition of Property that was subject to a Purchase-Sale Agreement separately approved by the Board of Trustees. This Resolution would authorize such delegation only in cases of purchases already approved by the Board. In such cases, the Superintendent would be authorized to accept the subject property on behalf of the District; consent to the recording of grant deeds and execute a Certificate of Acceptance; deliver funds up to the purchase price separately approved by the Board; and take such other actions as may be necessary to close escrow.

Reso_ Rio School District_ Resolution Delegating Authority w_r_t Purchase Agreements (1).pdf (18 KB)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

**RESOLUTION #22/23-08
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO SCHOOL DISTRICT DELEGATING AUTHORITY
TO CERTAIN AUTHORIZED OFFICERS TO PERFORM
ACTIONS NECESSARY TO FINALIZE THE
ACQUISITION OF PROPERTY PURSUANT TO BOARD-
APPROVED PURCHASE-SALE AGREEMENTS**

WHEREAS, from time-to-time, the Board of Trustees (“Board”) of the Rio School District (“District”) separately approves agreements for the purchase and acquisition of real property and interests therein (“Subject Property”) by the District (each, a “Purchase Agreement”); and

WHEREAS, the Board approves such Purchase Agreements in form and/or substance, in accordance with Board policies and procedures and applicable law; and

WHEREAS, to facilitate the final acquisition of the Subject Property pursuant to such approved Purchase Agreements, and complete the transfer of property as contemplated therein, the Board has determined that it is appropriate to delegate authority to certain Authorized Officers (defined herein) to perform actions necessary or desirable in connection therewith.

NOW, THEREFORE, be it hereby resolved that:

1. The above recitals are true and correct, and are hereby incorporated herein as findings of the Board by this reference.
2. The Board hereby authorizes, with respect to any Purchase Agreement separately approved by the Board, the Superintendent or the Assistant Superintendent of Business Services (hereinafter, “Authorized Officers”) to:
 - (a) accept, on behalf of the District and the Board, the interests in the Subject Property to be acquired pursuant to a Purchase Agreement, or any portion thereof, to be conveyed to the District;
 - (b) consent to the recording of one or more deeds and other instruments providing for conveyance of the Subject Property, or portions thereof, to the District;
 - (c) take any and all such actions, and execute any and all other documents, as necessary or convenient for purposes of completing the acquisition of the Subject Property, or any portion thereof, by the District in a manner consistent with the Board’s approval of said acquisition and the Purchase Agreement relating thereto; and
 - (d) cause to be disbursed all funds necessary, up to the amount separately approved by the Board, to complete the acquisition of the Subject Property by the District in a

manner consistent with an approved Purchase Agreement and any other approvals and directions of the Board related thereto.

3. The acceptance and consent given pursuant to Section 2(a) may be evidenced by the execution of a "Certificate of Acceptance" by the Authorized Officer(s), either attached to or set forth on the face of the deed or other instrument conveying any portion of the Property to the District, in substantially the following form:

CERTIFICATE OF ACCEPTANCE: This is to certify that the interests in real property conveyed by this deed or grant, dated _____, from _____ to the Rio School District, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Trustees of the Rio School District, pursuant to authority conferred by Resolution No. _____ adopted by said Board on _____, 2022, and the grantee consents to recording hereof by the undersigned, duly authorized officer.

4. The authority granted by this Resolution shall apply to any acquisition of real property duly approved by the Board through separate action.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 16th day of November, 2022, by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

Kristine Anderson
President of the Board of Trustees

10.2



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Resolution No. 22-23-10; Resolution of the Board of Trustees of the Rio Elementary School District Authorizing the Submittal of a Request to the State Board of Education to Waive the District's Statutory Bonding Limit
Access	Public
Type	Action, Discussion
Recommended Action	Staff recommends approval and adoption of Resolution No. 22/23-10.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The purpose of this resolution is to support the District's facilities program by granting staff the authority to submit a waiver of the District's statutory bonding limit to the State Board of Education. At the November 8, 2022 election, voters approved Measure H and authorized the District to issue up to \$72.0 million in general obligation bonds. However, in order to issue the Measure H bonds within the statutory limit (Education Code section 15102 and section 15268) on District statutory indebtedness of 1.25% of taxable property of the District, the District would be required to delay its first Measure H bond issuance until the assessed value of property of the District increases, or other outstanding bonded indebtedness can be paid down. Such delay will inhibit the District's bond program from moving forward with voter-approved capital improvements, and will likely result in higher construction costs. Section 33050 of the Education Code permits a school district to request a waiver of the statutory bonding limit by the State Board of Education. Approval of this resolution will authorize District staff to seek such a waiver from the State Board of Education.

A public hearing on this matter, with notice published and posted as required by law, will be held at the Board's November 16, 2022 meeting.

Rio SD Resolution Authorizing Waiver to CDE Re_ Measure L.pdf (216 KB)

Administrative Content

Executive Content

RESOLUTION NO. 22/23-10

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL DISTRICT
AUTHORIZING THE SUBMITTAL OF A REQUEST TO
THE STATE BOARD OF EDUCATION
TO WAIVE THE DISTRICT'S STATUTORY BONDING LIMIT**

WHEREAS, by way of background, at an election held on November 6, 2018, voters within the boundaries of the Rio Elementary School District (the "District") approved a general obligation bond measure ("Measure L") that authorizes the District to issue general obligation bonds in an amount not to exceed \$59,200,000 (the "Measure L Authorization");

WHEREAS, provisions of the California Education Code limit the amount of outstanding bonded indebtedness of an elementary school district to 1.25% of the taxable property of the school district, as calculated by the county assessor;

WHEREAS, in order to issue the fifth and sixth series of general obligation bonds on March 10, 2022, pursuant to the Measure L Authorization and in order for the District to fund and complete critical capital improvements authorized by Measure L in a timely and cost effective manner, the Board of Trustees (the "Board") sought and successfully obtained a waiver of its statutory bonding limit from the State Board of Education ("SBE") at its January 2022 meeting, pursuant to the provisions of California Education Code sections 33050 and following (the "Waiver Law");

WHEREAS, the Board called a general obligation election at its meeting on June 29, 2022, and held an election on November 8, 2022;

WHEREAS, subject to certification by the Ventura County Registrar of Voters, voters within the boundaries of the District approved such general obligation bond measure ("Measure H") that authorizes the District to issue general obligation bonds in an amount not to exceed \$72,000,000 (the "Measure H Authorization");

WHEREAS, in order to issue a new series of bonds pursuant to the Measure H Authorization within the statutory bonding limit, the District would be required to delay its next bond issuance until the assessed value of property of the District increases or other outstanding bonded indebtedness can be paid down in a sufficient amount;

WHEREAS, if the District were to delay its bond issuance pursuant to the Measure H Authorization, as described above, construction costs will continue to increase, and may result in the District being unable to fund and complete critical projects authorized by Measure H;

WHEREAS, in order for the District to complete much-needed voter-approved capital improvement projects authorized by Measure H without delay and in a cost effective manner, the Board of the District has determined that it is in the best interest of the District to seek a new

waiver of its bonding limit from the SBE at its March 2023 meeting, pursuant to the provisions of the Waiver Law; and

WHEREAS, as required by Education Code section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following the requisite public notices by publication and posting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Rio Elementary School District, Ventura County, California, as follows:

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

Section 2. Waiver Request. The Board hereby determines that it is in the best interest of the District to apply to the SBE pursuant to the Waiver Law for a waiver of those portions of applicable law, including Education Code sections 15102 and 15268 which require that the aggregate amount of general obligation bonds issued by the District not exceed 1.25% of the taxable property of the District as shown by the last equalized assessment of Ventura County in order to provide for the issuance of bonds pursuant to the Measure H Authorization. The Superintendent and the Assistant Superintendent of Business Services are both hereby separately authorized to complete, execute, and file the waiver request, requesting a waiver of the bonding limit in an amount sufficient to allow for the issuance of a new series of bonds pursuant to the Measure H Authorization, and any other related documents with the SBE, and to take any and all necessary actions in connection therewith that are consistent with the intent of this Resolution.

Section 3. Official Actions. The members of the Board, the Superintendent, the Assistant Superintendent of Business Services, and other officers of the District are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request to the SBE described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its adoption.

[Signature Page Follows]

APPROVED, PASSED, AND ADOPTED by the following vote of the members of the Board of Trustees of the Rio Elementary School District, of Ventura County, State of California, this _____ day of November 2022.

AYES

NOES

ABSENT

ABSTAIN

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Secretary of the Board of Trustees

10.3



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 Approval of Proposal from Kruger Bensen Ziemer Architects, Inc. for services at Rio Lindo for a Special-Needs Restroom Building
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	87,040.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the proposal for a special-needs restroom building at Rio Lindo by KBZ Architects.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

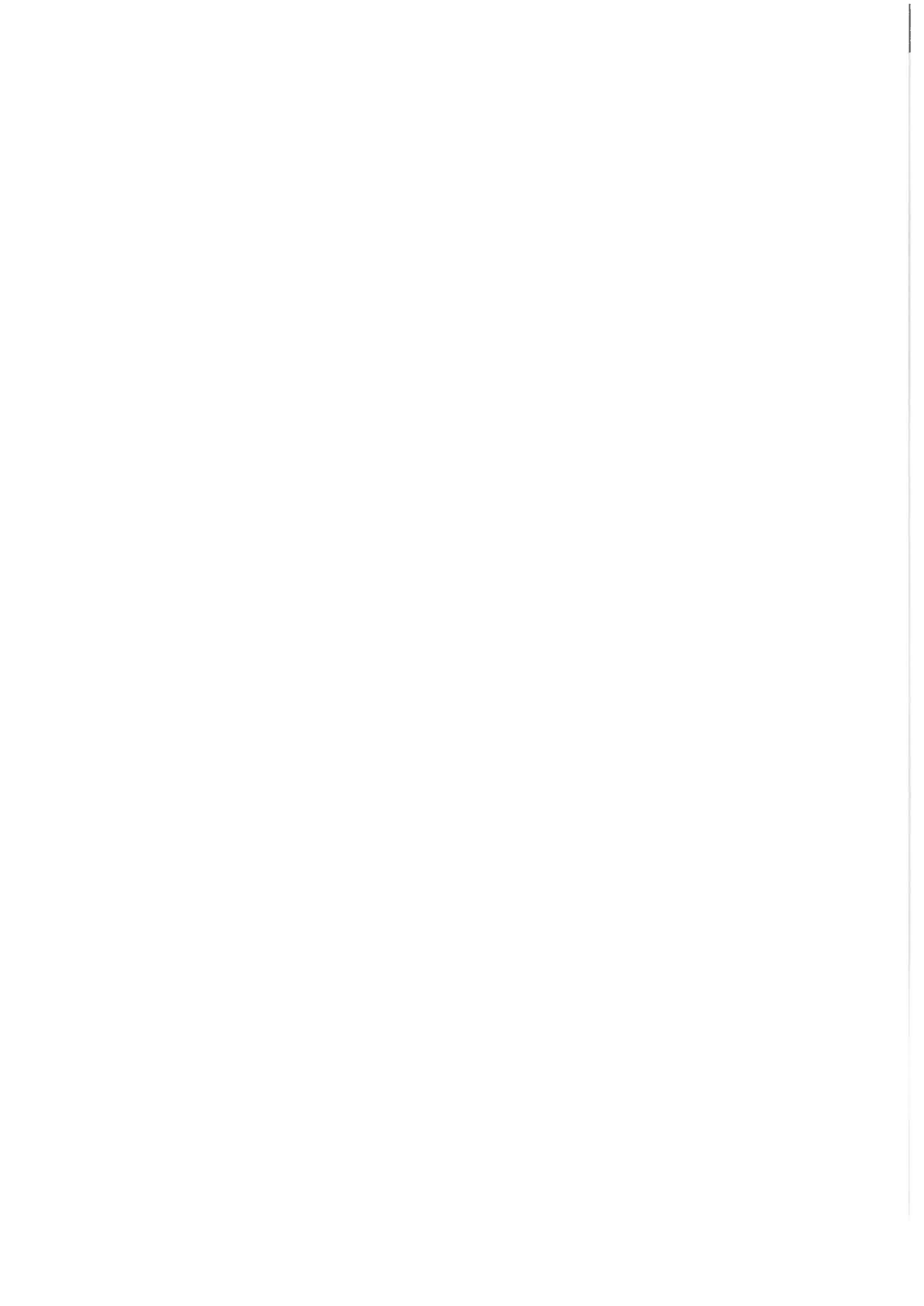
Rationale:

Members of the Rio Board of Education, Please Accept and Approve the Attached Proposal from KBZ Architects for A & E Design Services to provide DSA Approved Plans & Specifications to "Build On Site" a new Special Needs Restroom Building that will serve both Kindergarten and Upper Grade Level Students in Classrooms 1-8 at Rio Lindo. The A & E Proposal from KBZ is for a permanent "Stick Built Onsite" Restroom facility that will have multiple Restrooms (4) of a size and capacity to serve both Disabled and Non-Disabled students. In addition the new bathroom building being proposed will have storage and a Janitors Room for Janitorial Use which is needed.

When this project was first proposed to the Rio Board of Education at the October 2022 Board meeting, the type of bathroom facility being proposed was made of a Modular Rectangular Building like the one that exists at the back of the Lindo Campus. After the Board Meeting, and Upon further Site review and investigation for the final location of the proposed restroom facility between the Kindergarten Building, Portable Classrooms and Classroom Building 1-8 it was also determined that we could not fit a standard "One Type Fits All" Modular Restroom. We determined that the Rio Lindo School Site would be better served with a new "Stick Built Onsite Restroom Facility" that would be specifically designed and built to meet multiple needs by students and staff that a Modular Bathroom Building could not provide. We also discovered that we would not be able to get a 12'x40 Modular restroom Facility into the tight location being proposed. A Restroom Building Built onsite would be the most feasible way to fulfill the added restroom needs at Rio Lindo.

Therefore, we would like to ask the Rio Board of Educations approval to proceed with the approval of the KBZ Design Proposal for the "Onsite" construction of a New Special-Needs Restroom Building.

The Construction Budget Cost for this project is \$700K-\$800K Minus Soft Costs.



20221107_Rio School District Attn. Wael Saleh 1800 Solar Dr Oxna.pdf (580 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.

07 November 2022

Rio School District
Attn. Wael Saleh
1800 Solar Dr
Oxnard, CA 93030

Re: **Rio Lindo Special-Needs Restroom Building**

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist you with constructing a new special-needs restroom building at Rio Lindo Elementary School. We are proposing a "stick-built" (custom) restroom building that can be designed around the specific needs of the students and staff, as well as the existing campus buildings and circulation. This methodology will allow for a solution designed to the school's specific needs, as opposed to a premanufactured building solution that may impose restraints on configuration and construction delivery. KBZ will serve as the prime vendor to the District, with consulting engineer contracts for structural, mechanical/plumbing, and electrical (for power and fire alarm). Following is an outline of services that will be provided by KBZ and our direct consultants:

OUTLINE OF SERVICES:

1. **Construction Documents:**
 - Review of Site/Buildings/Available drawings.
 - As-built investigations on site.
 - Meet with administration and staff regarding restroom needs/features.
 - KBZ will work coordinate work between the structural, mechanical, and electrical engineers.
 - (1) Review meeting when the CD's are approximately 75% complete.
 - Drawings, specifications, device listing sheets and cut sheets as required for the DSA submittal.
 - Address corrections and comments from DSA
 - DSA back-check for final approval.
2. **Bid/Negotiate:**
 - KBZ will assist the District with bid document preparation, including coordination with reprographics company for bid set distribution.
 - KBZ and AE Group will participate in the pre-bid job walk, describing the project scope and constraints.
 - KBZ will answer pre-bid RFI's and issue Addenda as necessary.
 - KBZ will attend the bid opening and assist with bid tabulation as requested.
 - KBZ will assist the District with bid evaluations and recommendations for award.
3. **Construction Administration:**
 - KBZ will file the necessary DSA forms at the commencement of construction to open the DSAbox.
 - KBZ will coordinate the pre-construction conference meeting.
 - KBZ attend regular job meetings during the construction period, which is anticipated to run approximately four months (16 meetings).
 - KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
 - KBZ will participate in one punch list walk at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services on a T&M basis.
4. **Closeout:**
 - KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials.
 - KBZ will verify punch list items are complete per above.
 - KBZ will file the DSA-6AE final verification form and assist with other DSA certification documentation.



FEE BREAKDOWN:

Proposed fee is \$87,040.00 per attached breakdown.

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

This proposal does not include hazardous material testing or abatement procedures, or DSA certification efforts for prior related projects. This proposal also assumes that other required accessibility features such as parking, path of travel, and drinking fountains are presently existing and will only need to be documented as such; new designs of these features are not included in this proposal.

The District shall provide original as-built construction drawings showing underground utilities in the project area.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the District may terminate this agreement after giving no less than seven days' written notice.

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

Very truly yours,

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

Attached: Fee Breakdown

Agreed:

Signature

Printed name

Date

RSD Rio Lindo Special Needs Restroom

November 7, 2022

	Principal		KBZ Proj. Mgr.		Arch. Ass't.		Structural Consultant	Mech/Plumb Consultant	Electrical Consultant	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate				
Construction Document Phase										
On-Site Investigation	2	\$220		\$175	4	\$140	\$5,000	\$7,500	\$10,500	\$50,920.00
Admin/Staff Needs Meeting	2	\$220		\$175	4	\$140				\$1,000.00
CD Plans/Coordination	24	\$220		\$175	80	\$140				\$1,000.00
(1) CD Review Meeting/Minutes	2	\$220		\$175	2	\$140				\$16,480.00
Specifications/Project Manual	8	\$220		\$175	2	\$140				\$720.00
DSA Submittal Package/Processing	2	\$220		\$175	4	\$140				\$2,040.00
DSA Review Comments/Consult. Coord.	4	\$220		\$175	16	\$140				\$1,000.00
DSA Back-Check	4	\$220		\$175	12	\$140				\$3,120.00
										\$2,560.00
Bid/Negotiate Phase										
(1) Bid Doc Review Meeting/Minutes	2	\$220		\$175	2	\$140		\$750	\$500	\$4,470.00
Pre-Bid Conference/Job Walk	2	\$220		\$175	2	\$140				\$720.00
RFI Responses/Addenda	2	\$220		\$175	8	\$140				\$720.00
Bid Opening/Tabulation		\$220		\$175		\$140				\$1,560.00
Evaluations/Assessment	1	\$220		\$175		\$140				\$0.00
										\$220.00
Construction Administration Phase										
Pre-construction Meeting	2	\$220		\$175	1	\$140	\$500	\$1,500	\$1,500	\$30,120.00
Construction Meetings (16) / Minutes	16	\$220		\$175	32	\$140				\$580.00
Resolution of Construction Issues	8	\$220		\$175	40	\$140				\$8,000.00
RFI's / Submittals	8	\$220		\$175	40	\$140				\$7,360.00
Change Orders / Pay Apps	6	\$220		\$175	2	\$140				\$7,360.00
DSA Forms/Processing	2	\$220		\$175	4	\$140				\$1,600.00
Punch List	2	\$220		\$175	2	\$140				\$1,000.00
										\$720.00
Closeout Phase										
Punch List Completion Confirmation		\$220		\$175	2	\$140				\$780.00
Close-Out Doc review	1	\$220		\$175	2	\$140				\$280.00
Total Fees:							\$5,500	\$9,750	\$12,500	\$86,290.00
										\$500.00
										\$58,540.00
										Reimbursable Allowance:
										\$750.00
										Total Proposed Fee:
										\$87,040.00

10.4



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 Making Findings Regarding and Approving Request for Proposals No. 22-23-09 for Multifunction Digital Copier Equipment Lease and Maintenance Services.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the District's Board of Trustees adopt the attached resolution making a finding under Public Contract Code Section 20118.2 and approving the RFP for Multifunction Digital Copier Equipment Lease and Maintenance Services.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Pursuant to the attached Request for Proposals No. 22/23-09 (the "RFP"), Rio School District (the "District") intends to seek proposals from qualified sources for new, high quality multifunction digital copiers, inclusive of supplies. The desired equipment will have network capability, including wireless connectivity and network scanning capability; Google integration; proficient security, including solid anti-virus software, built-in Image Overwrite Software, hard drive security, and additional security functions to preserve confidentiality of sensitive information; and appropriate speed capabilities. The District also seeks related services, including, but not limited to, equipment and software training, preventative maintenance, and general maintenance and repair. Finally, the District seeks candidates with a verifiable record of successful performance with California public entity contracts, with an emphasis on public school district contracts.

Public Contract Code Section 20111 requires school districts to follow certain procedures when procuring equipment, services and repairs. Under the Public Contract Code, bids are typically awarded to the lowest responsive, responsible bidder. However, Public Contract Code Section 20118.2 permits school districts to award technology-related contracts in consideration of several factors in addition to price, including vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors. The school district's governing board must first make a finding that the particular procurement is subject to Public Contract Code Section 20118.2.

The attached resolution makes a finding that Public Contract Code Section 20118.2 is applicable to the RFP, approves the RFP, and authorizes District administration to take steps necessary to effectuate the intent of the resolution, including, but not limited to, soliciting proposals for the requested equipment and services.

The competitive negotiation procedures under Public Contract Code Section 20118.2 apply to procurements for technology, telecommunications, related equipment, software and services. The equipment sought under the RFP for multifunction digital copiers includes internal computers, software and related electronic equipment that qualifies the RFP for competitive negotiation. Thus, in addition to price, the District would be able to consider important factors such as vendor financing, performance reliability, and support logistics.

If this action item is approved, then the District will expend funds to provide public notice of the RFP in accordance with Public Contract Code Section 20118.2(d)(2) (requiring notice of the RFP to be published at least twice in a newspaper of general circulation at least ten days prior to the proposal deadline). The District's administration will review all timely, responsive proposals, and make a recommendation to the Board regarding the most qualified bidder in consideration of price and all other factors set forth in the RFP. Any final contract award will be subject to Board approval. Finally, the Board reserves the right to reject all proposals and request new proposals. (See Public Contract Code Section 20118.2(e).)

Resolution 22-23-09 (5).pdf (124 KB)

22-23-14 RFP for Copier FINAL.docx (151 KB)

Administrative Content

22-23-14 RFP for Copier FINAL.docx (151 KB)

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. 22/23-09

**MAKING FINDINGS REGARDING AND APPROVING
REQUEST FOR PROPOSALS NO. 22-23-14 MULTIFUNCTION DIGITAL COPIER
EQUIPMENT LEASE AND MAINTENANCE SERVICES**

WHEREAS, Public Contract Code Section 20118.2(a) provides “[d]ue to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, and because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public’s best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest range of competing products and materials available, fitness of purchase, manufacturer’s warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services”; and

WHEREAS, Public Contract Code Section 20118.2(c) states that a school district may authorize procurement of certain technological products by competitive negotiation so long as the school district first makes a finding that the particular procurement involves computers, software, telecommunications equipment, microwave equipment, electronic equipment and apparatus as set forth under Public Contract Code Section 20118.2(b); and

WHEREAS, Rio School District (the “District”) seeks proposals from qualified vendors for high quality multifunction digital copiers, inclusive of supplies, provided that the equipment is new, including all new parts and components; has the desired network capability, including wireless connectivity and network scanning capability; supports Google integration; has proficient security, including excellent anti-virus software, built-in Image Overwrite Software, hard drive security, and additional security functions to preserve confidentiality of sensitive information; and meets the District’s other requirements, such as appropriate speed capability; and

WHEREAS, the desired equipment includes internal computers, software and related electronic equipment that qualifies the equipment for competitive negotiation under Public Contract Code Section 20118.2; and

WHEREAS, the District’s administration has authorized the preparation of Request for Proposals No. 22-23-14 “Multifunction Digital Copier Equipment Lease and Maintenance Services” (the “RFP”), which is attached hereto and incorporated herein by reference; and

WHEREAS, in accordance with Public Contract Code Section 20118.2, the RFP identifies all significant evaluation factors, including price, and their relative importance; and

WHEREAS, the District intends to comply with the remaining provisions of Public Contract Code Section 20118.2, including, but not limited to, publishing notice of the RFP in a newspaper of general circulation at least ten days before the proposal deadline, submitting the RFP to an adequate number of qualified sources to permit reasonable competition consistent with the prospective procurement, evaluating all timely proposals, and awarding any contract related to the RFP; and

WHEREAS, any recommendation regarding a contract award will be brought back to the District's Board of Trustees (the "Board") for review, consideration and potential approval; and

WHEREAS, in accordance with Public Contract Code Section 20118.2(e), the District reserves the right to reject all proposals and request new proposals;

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

1. The foregoing recitals are true and correct.
2. The Board hereby finds that the equipment contemplated in the RFP is subject to Public Contract Code Section 20118.2.
3. The Board hereby approves the attached RFP.
4. The Board hereby authorizes the Superintendent, or the Superintendent's designee, to take whatever steps are necessary to effectuate the purpose of this Resolution, including, but not limited to, publishing notice of the RFP, holding pre-bid conferences, and otherwise soliciting proposals from qualified sources; receiving and reviewing proposals on behalf of the District; and making recommendations to the Board regarding the approval of any contracts for the procurement of equipment and related services.

PASSED AND ADOPTED by the Rio School District Board of Trustees at a regularly-held meeting on the 16th of November, 2022, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kristine Anderson, President of the Board of Trustees

Edith Martinez Cortes, Clerk of the Board of Trustees



Request for Proposals No. 22/23-14

Multifunction Digital Copier Equipment Lease and Maintenance Services

Proposal Deadline

December 9, 2022 at 10:00 a.m. PST

Deliver Proposals To:

Rio School District

**Attn.: Wael Saleh, Assistant Superintendent
1800 Solar Drive, 3rd Floor
Oxnard, CA 93036**

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PART I: NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Rio School District ("District"), located in Oxnard, California, acting by and through its Board of Trustees ("Board") shall receive up to, but not later than, 10:00 a.m. on **December 9, 2022** (the "Proposal Deadline"), sealed written proposals for the award of a contract for:

RFP No. 22-23-14

Multifunction Digital Copier Equipment Lease and Maintenance Services (the "RFP").

1. The intent of the RFP is to solicit written proposals from qualified service provider firms for the provision of multifunction digital copier equipment, inclusive of supplies and related maintenance services, to the District. The District anticipates entering into a multiyear, full-service agreement with the successful service provider.

2. A non-mandatory pre-proposal conference will be held in the Executive Conference Room at the District Office, 1800 Solar Drive, 3rd Floor, Oxnard, CA, on **November 30, 2022 at 10:00 a.m.** (the "Proposal Deadline").

3. All proposals must conform and be responsive to the RFP, which is available on the District's website at <http://rioschools.org/departments/business-services/> or through the District's Business Services Department at the address specified below.

4. Proposals shall be submitted to the District on or before the Proposal Deadline at the following address: Rio School District, Business Services Department, 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030, attn.: Wael Saleh. Late proposals, oral proposals and facsimile proposals shall be rejected as non-compliant with the RFP.

5. Proposals shall be publicly opened after the Proposal Deadline. The District shall be the sole judge of the merits and qualifications of all proposals. The District expressly reserves the right to select the proposal in the best interest of the District, taking into consideration all relevant factors, including, but not limited to, price, quality of products, types and quality of services, and demonstrated responsibility of the service providers. Proposals shall not be withdrawn for a period of ninety (90) calendar days after the opening of proposals.

6. The District reserves the right to reject any or all proposals, or any parts thereof, and to waive any irregularities or informalities in any proposal and/or the proposal process. Final acceptance of any proposal shall be subject to Board approval.

Ventura County Star Publication Dates:

November 19, 2022

November 26, 2022

PART II: SUMMARY

A. INTRODUCTION

The intent of this Request for Proposal No. 22-23-14 for Multifunction Digital Copier Equipment Lease and Maintenance Services (this "RFP") is to select a qualified service provider to meet the multifunction digital copier equipment and maintenance service needs of the Rio School District (the "District"). The District aims to enter into a multiyear lease for copier equipment for use throughout the District, and a related supplies-inclusive service agreement. This RFP process is in accordance with the competitive negotiation procedures set forth in Public Contract Code Section 20118.2. The District reserves the right to conduct negotiations with all or any service providers who submit timely proposals. The District intends to award the contract to the qualified service provider whose proposal meets the evaluation standards set forth in this RFP and will be the most advantageous to the District in consideration of price and other specified factors.

B. BRIEF DESCRIPTION OF DISTRICT

The District, which is governed by a five-member Board of Trustees (the "Board"), provides K-8 public education to more than 6,000 students in 5 elementary schools, 2 K-8 schools, and 2 middle schools.

C. BRIEF DESCRIPTION OF PROJECT

For the purposes of this RFP, the District desires approximately ten (10) multifunction black and white digital copiers and twenty (20) color digital copiers, all with the minimum requirements stated herein. The final quantity, size and speed of the copiers will be determined in conjunction with the selected service provider. The District also seeks full maintenance services, inclusive of supplies, for the full length of the contract(s).

D. OVERVIEW OF REQUIREMENTS

In order to be deemed fully responsive, service providers must meet specifications and minimum requirements as set forth in this RFP. The District shall only accept proposals from service providers that have been awarded contracts, multiple award schedules or formal bids listing equipment and services similar to those called for in this RFP. The District is particularly interested in obtaining proposals from service providers that have a verifiable record of successful performance with California government entity contracts, with an emphasis on successful public school district contracts.

Additionally, the District seeks service providers that will provide consistent, high-quality products and services for the duration of the contract(s). Ideal service providers will have demonstrable expertise, superior technology, ample resources and a firm commitment to perform under the anticipated contract(s). The final award will be made to the service provider whose proposal best meets the needs of the District, as determined

by the District. The District reserves the right to reject any and all proposals, and to waive any irregularities or informalities in any proposal and/or the proposal process.

E. OVERVIEW OF TIMELINE

For the convenience of prospective service providers, an overview of the current timeline for this RFP is set forth below. All times are PST. This timeline may be adjusted by addenda to the RFP.

RFP Item	Date (and time, if applicable)
Proposal to the Board	November 16, 2022
Proposal advertisements	November 19 and November 26, 2022
(Non-mandatory) pre-proposal conference	November 30, 2022 at 10:00 a.m.
Deadline for service provider questions	December 5, 2022 at 2:00 p.m.
Proposal Deadline	December 9, 2022 at 10:00 a.m.
Anticipated notice of intent to award	December 19, 2022
Protest Deadline	December 23, 2022
Protest Reply Deadline	January 4, 2023 at 10:00 a.m.
Anticipated contract award (at board meeting)	January 18, 2023
Anticipated start of contract(s)	January 31, 2023

PART III: PROPOSAL INSTRUCTIONS

These Proposal Instructions (these “Instructions”) have been prepared on behalf of the District. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in other parts of this RFP.

1. Contents of Proposal. The service provider’s proposal must demonstrate its qualifications to perform the contract; provide evidence of its capacity to successfully perform the anticipated contract; and specify the model, make and any additional required information about the proposed equipment. To accomplish the foregoing, the service provider’s proposal shall include the following information.

- **Cover Letter.** Submit a cover letter that states (a) the RFP number and name, (b) the firm’s name, (c) the firm is validly existing and in good standing in the State of California, (d) the proposal is irrevocable for a period of ninety (90) days from opening of the proposals, (e) the equipment will be installed and training will be completed on or before the District’s required installation/completion date, (f) an acceptance of the RFP’s terms and conditions, and any exceptions, (g) an explanation of why the District should select the firm, and (h) any additional information appropriate for the cover letter.
- **Exhibit A: Proposal Questionnaire.** Each service provider submitting a proposal must fully complete and submit the “Proposal Questionnaire” included in this RFP as Exhibit “A.” Do not leave any questions blank. If the item is not applicable, insert “n/a.” Attach additional information and documentation as instructed on the form (e.g., firm’s financial statement). Each firm submitting a proposal must provide a list of customers for similar contracts, preferably public agencies located within the State, for the last five years, any of which the District may call as references.
- **Exhibit B: Proposal Price Schedules.** The service provider must fully complete, sign and submit the Price Schedules included in this RFP as Exhibit “B.”

NOTE: Cost per copy rates must be clearly indicated on the proposal.

NOTE: California sales and use tax should not be included or shown separately on the Price Schedule. The District will add the tax to any orders placed as a result of this RFP.

- **Exhibit C: Proposal Forms.** In accordance with Public Contract Code Sections 7106 and 2200, *et seq.*, the service provider must fully complete and submit the Non-Collusion Declaration and Certification Regarding Iran Contracting Act, both of which are enclosed as Exhibit C.
- **Exhibit D: Contract Forms.** The service provider must review the contract forms enclosed as Exhibit D (*i.e.*, Certification Regarding Workers' Compensation, Certification Regarding Drug-Free and Alcohol-Free Workplace, Certification Regarding Tobacco-Free Workplace, and Certification Regarding Background Checks). For purposes of those forms, the successful service provider's firm may be referred to as the "Vendor" and any references to the "Contract" pertain to the anticipated agreement between the District and the successful service provider (*i.e.*, the equipment lease, maintenance services agreement, and all related documents, including, but not limited to, these Instructions, the General Specifications, and the contract forms). The successful service provider will be required to execute these forms and submit them to the District along with the equipment lease. The firm is not required to provide a signed copy of the contract forms with its proposal. However, the Proposal Questionnaire may require acknowledgement of and consent to execution of these forms in the event that the firm is awarded the contract.
- **Additional Information.** Each firm must provide the following additional information with its Proposal:
 - **Manufacturer Information.** Indicate the manufacturer name and model number for each piece of proposed equipment.
 - **Technical Specifications.** Include the technical specifications and any other relevant product literature for each piece of proposed equipment. Such information shall be clearly labeled and organized.
 - **Reliability.** Provide current, accurate, comprehensive reliability information about the proposed equipment. Independently prepared tests are preferred. The firm may, but is not required to, include the results of independent customer service satisfaction studies.

- **Life Cycle Information.** Provide current, accurate, comprehensive projected life cycle information about the proposed equipment.
- **Warranty Information.** Provide warranty information for each piece of proposed equipment. The District prefers equipment with comprehensive on-site warranty support for at least two years. Warranties shall be supplemented by full-service maintenance service by the successful firm as necessary to ensure comprehensive coverage for the entire term of the contract(s).
- **Equipment Lease and Maintenance Services Agreement.** Include a copy of the proposed equipment lease and maintenance services agreement with the proposals.

NOTE: The final terms of any equipment lease and/or maintenance services agreement are subject to negotiation with the District, and all applicable contract requirements for public agencies located in the State of California, District policies, and the recommendations and requirements of the joint powers agency that operates a public agency self-funding insurance program of which the District is a member.

NOTE: Each firm must propose 3-, 4-, and/or 5-year terms for the agreement, commencing approximately **December 15, 2022.**

NOTE: IN THE EVENT OF ANY CONFLICT BETWEEN THE EQUIPMENT LEASE AND THIS RFP OR BETWEEN THE MAINTENANCE SERVICES AGREEMENT AND THIS RFP, THIS RFP SHALL CONTROL.

- **Replacement Guarantee.** Provide clear, comprehensive information regarding the replacement guarantee for each piece of equipment proposed. If the General Specifications (included in this RFP) set forth the District's preferred replacement guarantee, then simply state that the firm accepts the District's proposed language.
- **End of Lease Options.** Provide clear, comprehensive information regarding end of lease options for the proposed equipment. If the General Specifications (included in this RFP) set forth the District's preferred end

of lease options, then simply state that the firm accepts the District's proposed language.

- **Financing Information.** Provide all financial information requested in the RFP, including, but not limited to, the firm's most recent financial statement. Additionally, if applicable, provide detailed financing information, including lienholder, interest rate, and any separate terms and conditions as a result of third-party financing for the equipment lease. If financing is not applicable, the proposal shall clearly so indicate.
- **Exceptions to RFP.** Clearly specify any exceptions to this RFP. Note that certain portions of this RFP are required by applicable law, in which event such requirements shall not be waived or omitted.

2. Signatures. The cover letter, proposal questionnaire, proposal price schedules, and required proposal forms must all be signed and dated by a person duly authorized to contractually bind the service provider in connection with the procurement and services contemplated by this RFP. The signatures shall comply with the following:

- a. **Corporations.** If the service provider is a corporation, each document must set forth the full, legal name of the corporation and must be signed by the president and secretary. Alternatively, the signature of another authorized representative may be affixed to the documents if the service provider includes with its proposal a certified copy of a resolution of the corporation's board of directors authorizing such person to sign the documents as the corporation's authorized representative. Documents submitted with the proposal must include the title of each signatory below the signature.
- b. **Limited Liability Companies.** If the service provider is a limited liability company, each document must set forth the full, legal name of the company and the names of all members of the company, and all such members must sign the documents for the bidder. Alternatively, the document may be signed by a representative of the managing member of the company or a single member of the limited liability company if the service provider includes with its proposal a certified copy of a statement of such person's authority to sign the documents as the limited liability company's authorized representative.

- c. **Partnerships.** If the service provider is a partnership of any type, each document must set forth the full, true name of the partnership and the names of all persons and/or entities comprising the partnership, and all such persons and entities (or their legal representatives as applicable) must sign the documents. Alternatively, the documents may be signed by a general partner of the partnership if the partnership includes with its proposal a certified copy of a statement of the partnership acknowledging the signatory as a general partner (or a representative of the general partner) with authority to sign the documents.
- d. **Sole Proprietorships.** If the service provider is a sole proprietorship, each document must set forth the true name of the sole proprietorship/dba and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the sole proprietorship has included in the proposal a certified copy of a current and valid power of attorney authorizing the agent to sign the document.
- e. **Joint Ventures.** If the service provider is a joint venture of two (2) or more parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations or partnerships, as applicable. Documents submitted by parties acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.

3. **Answer All Questions.** Completely, accurately and legibly answer all questions in the Proposal Questionnaire. Do not leave any questions blank. If the item is not applicable, insert "n/a."

4. **Typewritten or Printed in Ink.** All answers must be typewritten or neatly printed in black or blue ink.

5. **Interlineations; Erasures.** A proposal may contain an erasure, interlineation, or other correction only if the correction is made to the information entered by the service provider (not to any preprinted text in the Proposal Questionnaire or other forms provided by the District), does not result in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the proposal.

6. **Attachments.** Clearly label all supporting documentation as specified in the Proposal Questionnaire. Submit all supporting documentation and forms in the requested order and submit all documentation on standard 8½-inch by 11-inch paper.

7. Submittal of Proposal.

- a. Submit one (1) original signed copy plus a CD/DVD/flash drive of their proposal in a sealed envelope. Proposals shall be clearly labeled **“Multifunction Digital Copier Equipment Lease and Maintenance Services – RFP No.22-23-14.”**
- b. Proposals must be delivered to the District before the Proposal Deadline at the following address (hereinafter referred to as the “District Address”):

Rio School District
Business Services
1800 Solar Drive, 3rd Floor
Oxnard, CA 93030
Attn: Wael Saleh, Assistant Superintendent

NOTE: No oral, faxed or electronically transmitted proposals will be accepted.

8. Proposal Deadline. The proposal deadline is **December 9, 2022 at 10:00 a.m. PST.** (the “Proposal Deadline”). **Late proposals will not be accepted.** The service provider is solely responsible for timely delivery and receipt of its proposal, regardless of external factors such as traffic, weather, parking issues, lines at the District’s reception desk, problems with couriers, or other matters. The District shall in no manner whatsoever be responsible for the timeliness of proposals. Additionally, the District’s determination of timeliness shall be conclusive. The District will not consider arguments that the District’s method of calculating timeliness is erroneous or flawed (e.g., that the District’s clock is inaccurate). Each firm is encouraged to deliver its proposal to the District well in advance of the Proposal Deadline and to otherwise factor in contingencies such as traffic, parking, etc. when arranging for delivery of its respective proposal.

9. Use of District Forms Mandatory. Each service provider must use the forms provided by the District in this RFP. The firm cannot modify or alter the forms. The District may reject any proposal that contains modified documents or alternate documents. Additional information may be submitted on the firm’s forms.

10. No Reliance on Prior Submittals. Each service provider must submit a complete proposal to the District in accordance with this RFP. A firm cannot rely upon any prior proposal or prior provision of relevant documentation to the District or cross reference those prior documents instead of submitting a complete proposal to the District.

11. Modifying or Superseding a Proposal. The service provider may modify or supersede a proposal that it already submitted to the District *only* if it (a) submits the modified, complete proposal to the District before the Proposal Deadline, and (b) simultaneously provides the District with written notice that the modified proposal

supersedes the prior proposal. Any modified proposal must be a complete proposal that fully complies with the instructions set forth in this RFP. The District will not accept any oral modification or any modification sent *via* facsimile or electronic transmission. The District will replace any prior proposal with a modified proposal that is complete, timely submitted and complies with this RFP. The District will reject any modified proposal that is incomplete, not timely received, or otherwise does not comply with this RFP. If the District rejects a modified proposal, then the District will review and evaluate the prior proposal, unless it was withdrawn in accordance with these Instructions. If a service provider properly modifies its proposal, then the firm will only have the right to appeal the District's decision regarding the modified proposal and will not have a right of appeal with respect to the original proposal. Conversely, if a service provider attempts to modify a proposal but fails to timely do so, then the firm shall only have rights of appeal with respect to the original proposal.

12. Withdrawing a Proposal. A service provider may withdraw its proposal at any time prior to the Proposal Deadline by submitting a written request to the District. The District will not accept any oral withdrawal request. A withdrawal request must be signed by the firm's authorized representative. After the Proposal Deadline, proposals may not be withdrawn for a period of ninety (90) calendar days. If a firm properly withdraws its proposal, then it will not have any rights of appeal regarding the proposal.

13. District Review of Proposals. The District shall review and evaluate all proposals as set forth below.

- a. **Preliminary Review.** The District will review each proposal for the following threshold matters.
 - **Timeliness.** The District will determine whether the entire proposal was submitted in writing on or before the Proposal Deadline. As set forth herein, timely submittal of proposals is mandatory. The District will reject as non-responsive any proposals submitted after the Proposal Deadline.
 - **Compliance with RFP.** The District will evaluate whether the proposal complies with this RFP, including, but not limited to, these Instructions, the General Specifications (Part IV), and the Multifunction Copier Minimum Requirements (Part V). Compliance with this RFP is mandatory, although minor irregularities may be waived as set forth in this RFP and in accordance with applicable law.
- b. **Substantive Review.** If the District determines that a proposal is timely received and complies with this RFP, then the District will substantively review and evaluate the proposal using the following factors:

- **Experience (30 points).** The District will evaluate the cover letter; Proposal Questionnaire, including the firm history and dispute history; and responses from the customer list/references to determine whether the service provider has a proven record of successful completion of similar contracts (particularly contracts for California public agencies). The District reserves the right to reject the proposal of any service provider that has previously failed to properly perform or timely complete similar contracts for the District or any other public agency.
- **Technical Requirements of Proposed Equipment (30 points).** The District will review the Technical Specifications, product information sheets, and any additional information about the proposed equipment to (a) confirm whether the proposed equipment meets the District's minimum requirements as set forth in this RFP, including, but not limited to, compatibility with the District's existing equipment (e.g., network compatibility, standardization), delivery timetables, etc., (b) determine the overall technological quality of the proposed equipment (e.g., automated features, security functions, memory, capacity, performance reliability, life cycle, etc.).
- **Price (30 points).** The District will evaluate the Proposal Price Schedules and any other information that demonstrates the direct and indirect costs associated with the proposal. The District aims to obtain the highest quality, most advanced technological equipment at the best price, inclusive of any ancillary cost savings (e.g., energy saving technology), life-cycle costs, and related matters, and all costs associated with the maintenance services contract.
- **Local Service and Support Center within 50 miles. (10 Points)** The District will evaluate the firm's proven, verifiable support logistics.

14. Demonstrations. The District reserves the right to request demonstrations of any proposed equipment. Such demonstrations shall be made within the County at no charge to the District. The District reserves the right to reject a firm's proposal if the service provider fail to timely provide a requested demonstration.

15. District Rejection of Non-Responsive Bids. The District may reject a proposal as non-responsive if the proposal fails to conform to requirements set forth in

the Notice Inviting Proposals, these Instructions, or any of the other components of this RFP, or if the District reasonably determines that the proposal is unintelligible, internally inconsistent, or otherwise ambiguous. In addition, the District may reject as non-responsive any proposal in which component proposal amounts are unbalanced or inconsistent. The District may, but is not required to, seek information from the service provider that may resolve an ambiguity in its proposal.

16. Proposal Irregularities. In accordance with applicable law, the District may waive any minor irregularity or informality in any proposal or in the bidding process. The District will reject as non-responsive any proposals containing irregularities that are not minor irregularities, including, but not limited to, any proposal that is materially incomplete.

17. Notice of Intent to Award. On or about **December 19, 2022**, the District shall provide a notice of intent to award the contract(s) to all service providers that submitted proposals.

18. Protests. All proposal protests (each a "Protest") shall comply with the following procedures.

a. Service providers/firms shall not submit a protest if they withdrew their proposals or failed to timely submit a proposal.

b. A protesting service provider must submit the Protest to the District by not later than **December 23, 2022 at 10:00 a.m. PST** (the "Protest Deadline").

c. Protests shall be in writing, and shall include the following information: (i) the firm's name, address, and telephone number, (ii) the name, direct telephone number and email address of the firm's authorized representative, (iii) the RFP number and title; (iv) a detailed description of the legal and/or factual grounds for the Protest; (v) all supporting documentation for the Protest; (vi) the form of relief that the firm is requesting; and (vii) the signature of the service provider's authorized representative. On or before the Protest Deadline, the Protest shall be delivered to the District by personal delivery, courier service, or mail. The District will not accept or consider any oral protest (e.g., by telephone).

d. By the Protest Deadline, the protesting firm shall also provide a written copy of the Protest to the service provider subject to the protest. Failure to serve the Protest upon the service provider subject to the Protest may be grounds for the District to deny the Protest. A firm whose proposal has been protested by another service provider may submit to the District a written response to the Protest (each a "Protest Reply"). The Protest Reply shall be submitted to the District no later than **January 4, 2023 at 10:00 a.m. PST** (the "Protest Reply Deadline").

e. All Protests and Protest Replies shall be submitted to the District by the Protest Deadline, or Protest Reply Deadline, as applicable, at the District Address specified in paragraph 3(e) above.

f. If a Protest does not comply with each and all of the foregoing requirements (provided that a firm will be deemed to have submitted all documentation that it desires in accordance with the Protest), the District may reject the Protest as invalid.

g. A firm may at any time withdraw its Protest.

h. Upon receipt of a valid Protest, the District shall review the Protest and all relevant information and documents, including any Protest Reply, and shall provide a written response to the protesting firm and the firm subject to the Protest. The District may decline to award the contract, may award the contract to a firm other than as previously intended, or may award the contract to a firm as previously intended despite the Protest. If required by applicable law, the District will hold a hearing with respect to a Protest.

i. The District's decision with respect to any Protest shall be final with no further review or appeal to the District.

j. The protest procedures set forth herein are a mandatory administrative remedy, and a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested. Each service provider that desires to protest shall file its own Protest and may not in any manner whatsoever rely upon the Protest of another firm. Failure to comply with these procedures shall be deemed and construed as a waiver of any and all rights the service provider may have to pursue a claim, demand or action arising from or related to the proposals, including, but not limited to, the award of the contract(s).

k. Notwithstanding the generality of the foregoing procedures, in the event that this RFP will be funded in whole or in part by any state or federal funds that require a protest procedure different than the procedures set forth herein, then that different protest procedure shall control.

19. Final Contract Award. The final contract award shall be made to the qualified service provider whose proposal meets the evaluation standards set forth in this RFP and will be most advantageous to the District in consideration of price and all other evaluation factors. The final contract award shall be subject to Board approval. It is

anticipated that final selection of the service provider will be presented to the Board at its regularly-held meeting on **January 18, 2023**.

20. Contract Award Limitation. The District reserves the right to reject the proposal of any service provider that is or has been in arrears to the District, or that is otherwise in default of any contract with the District as a surety, vendor, service provider, contractor, or otherwise.

21. General Specifications and other RFP Documents. Each firm submitting a proposal is advised to carefully review the Notice Inviting Proposals, these Instructions, the General Specifications, Multifunction Copier Minimum Requirements, Proposal Forms and Contract Forms prior to submitting a proposal. Except as otherwise agreed by the successful service provider and the District, or as otherwise required by law, these RFP documents shall be incorporated by reference into any final contract between the successful firm and the District.

22. Ongoing Duty to Provide Accurate, Complete Information. Proposals must contain accurate, complete information. In no event shall the service provider withhold pertinent information or provide false or misleading information. If any information that a firm provided becomes inaccurate, false or misleading, then the firm must immediately notify the District of the discrepancy in writing and provide the accurate information to the District.

23. District's Further Investigation and/or Request for Further Information. Although the proposal will be the primary basis of determining whether a service provider is qualified, the District expressly reserves the right to examine other available sources, including, but not limited to, conducting Uniform Commercial Code searches; interviewing references; and verifying financial information with the service provider's independent accountant. Each service provider is deemed to have acknowledged and consented to these communications by submitting a proposal. Moreover, the District reserves the right to seek additional information from the service provider at any time. For example, if the District reasonably determines that information in a proposal may be false, inaccurate or misleading, then the District shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, the following: (a) request supplemental documentation from the service provider or other relevant parties to ascertain whether the proposal included false, inaccurate or misleading information; and (b) if material information in the proposal was false, inaccurate or misleading, then (i) terminate any agreement with the service provider for cause, and (ii) recover any losses incurred by the District due to the false, inaccurate or misleading information.

24. Questions, Clarifications, Corrections. Requests for interpretation, clarification and correction regarding this RFP must be submitted in writing to Wael Saleh, Assistant Superintendent, at wsaleh@rioschools.org by **2:00 p.m. PST on December 6, 2022**. The District reserves the right to disregard any and all questions received after this deadline.

25. Public Records. All materials submitted in response to the RFP will immediately become property of the District and will be returned only at the District's option and at the expense of the vendor submitting the proposal or bid. The proposals will be retained for official files and become a public record under the California Public Records Act (Government Code Sections 6250, *et seq.*)(the "CPRA"). In the event that the firm submits information in its proposal that constitutes a trade secret as that term is defined in California Civil Code Section 3426.1(d), or that is otherwise exempt by law from disclosure to the public, and prominently labels that information as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," as applicable, the information *may* not be subject to disclosure. If a firm indiscriminately label all or most of its proposal as exempt from disclosure, without justification, then the proposal may be rejected as non-responsive. Each service provider submits its proposal at its sole expense and risk. In no event shall the District be liable to any interested party, including, but not limited to, any service provider, for the disclosure of any information set forth in any proposal, regardless of whether the disclosure is required by law or court order, or occurs through the inadvertence, mistake, or negligence of the District or its officers, board members, employees, contractors, or consultants. Each service provider shall be solely responsible and liable for prosecuting or defending any action concerning disclosure of information in its proposal under the CPRA, and shall hold the District harmless from all costs and expenses, including, but not limited to, attorneys' fees in connection with any such action. In accordance with applicable law and District policy, the District may eventually destroy or otherwise dispose of proposals without prior notice and without any right of recourse to the service provider.

26. Public Agency Requirements. This RFP is subject to certain laws and regulations applicable to California public agencies, including California public school districts, and certain District policies and procedures. Moreover, the District is a member of a joint powers agency self-insurance program, which, among other things, provides certain insurance and indemnity requirements and recommendations to the District. This RFP contains some, but not all, of the foregoing requirements, policies, and recommendations. By submitting a proposal, each firm shall be deemed and construed to have acknowledged that the anticipated contract(s) are subject to certain legal requirements applicable to California public agencies, and the firm agrees to abide by all such legal requirements.

27. No Improper Influence of District Board or Staff. The service providers shall not in any way attempt to influence any member of the Board or any District employee or consultant with respect to this RFP or any other matter. The District reserves the right to reject the proposal of any party that violates this provision or appears to violate this provision, and, at any time, to seek any other remedy available at law or in equity for violation of this provision.

28. Reservation of Rights. The issuance of this RFP is not a guarantee that the District will proceed with the procurement or contracts contemplated herein within the anticipated timeline or ever. The District reserves the right to postpone, delay,

suspend or terminate its plans with respect to this RFP. The service provider shall not have any claims whatsoever against the District regarding any adjustments or modifications or termination of the District's plans with respect to this RFP. In accordance with the Public Contract Code and this RFP, the District reserves the right to reject any and all proposals, and to request new proposals.

29. Addenda. The District may issue any number of addenda to this RFP, all of which must be acknowledged by each service provider submitting a proposal.

PART IV: GENERAL SPECIFICATIONS

These general specifications (these "General Specifications") apply to this RFP and are an integral part of the Contract (as defined below).

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the applicable part of the Contract.

- a. "Contract" means the entire agreement between the Parties, including the Notice Inviting Proposals, the Instructions, these General Specifications, the Multifunction Copier Minimum Requirements, the Equipment Lease, the Maintenance Agreement, any and all Contract Forms specified in the Instructions, and accepted Vendor's proposal.
- b. "Equipment Lease" means the equipment lease executed between the Parties for the equipment contemplated under the RFP.
- c. "Maintenance Agreement" means the maintenance services agreement executed between the Parties for the work contemplated under the RFP.
- d. "OEM" is defined in paragraph 5(f).
- e. "Parties" means the District and the Vendor.
- f. "PM" is defined in paragraph 5(f).
- g. "Vendor" means the successful service provider that is awarded the Contract.
- h. "Vendor's Agents" is defined in paragraph 9.

2. Applicability of General Specifications. Every paragraph of these General Specifications applies to the Equipment Lease and the Maintenance Agreement, unless the paragraph is specifically labeled to indicate applicability to only one of those specific agreements.

3. Vendor's Proposed Form of Agreements. In the event that a paragraph is applicable to only the Equipment Lease or the Maintenance Lease, then the terms and conditions set forth therein are the District's minimum requirements for that agreement.

4. New Equipment. All equipment provided as a result of this RFP must be brand new, factory authorized equipment with full warranty. For avoidance of doubt, "new" means that the equipment has been assembled for first-time use with entirely new

components, and excluding any and all used or reprocessed, recycled or reconditioned components. The equipment shall not have been previously leased, rented or used.

5. Additional Equipment; Reductions in Equipment. Vendor shall allow additional like or better multifunction copiers to be added to the Contract with an expiration date concurrent with existing multifunction copiers. The District reserves the right to cancel up to ten percent (10%) of the total equipment during the term of the Contract with no penalty and at no cost for removal. The Vendor shall supply additional equipment or remove canceled equipment within thirty (30) days of written request by the District.

6. Term. The District and the Vendor will enter into a Contract commencing approximately **January 31, 2023**. The multiyear Contract shall be a 3-, 4-, or 5-year term, as mutually agreed by the Parties.

7. Termination of Contract.

a. **Termination for Non-Appropriation of Funds.** The District shall have the right to terminate the Contract before expiration of the term for non-appropriation of funds.

b. **Termination for Cause.** The District may terminate the Contract for cause effective immediately upon written notice to Vendor. For purposes of this provision, "cause" shall include, but not be limited to, (i) Vendor filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Vendor making a general assignment for the benefit of Vendor's creditors; (iii) the appointment of a receiver due to Vendor's insolvency; (iv) the levy of an attachment of execution upon Vendor's property; (v) failure to timely deliver proper equipment, parts and/or services; (vi) failure to maintain the insurance required under the Contract; (vii) failure to comply with the replacement guarantees set forth in the Contract; (viii) the assignment of Vendor's obligations under the Contract without prior written authorization by the District; (ix) failure to utilize the manufacturer's designated parts, supplies or components; (x) unsatisfactory customer service or technical service, as determined in the District's sole discretion; (xi) any material breach of the Contract by Vendor or its subcontractors; or (xii) Vendor's violation or disregard of any applicable law, regulation or policy, including, but not limited to, District policy. The District reserves the right to terminate a part of the Contract. For example, the District may elect to continue the Equipment Lease, but terminate the Maintenance Agreement.

c. **Force Majeure.** Neither party shall be held responsible for any delay or failure to perform any part of the Contract to the extent such delay or failure results from any cause beyond its reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform, such as acts of God; natural disasters

such as wildfires, storms, floods, earthquakes and tsunamis; acts of war or terrorism; extraordinary acts of the United States of America or any state, territory or political subdivision thereof (excepting the District); epidemics, pandemics and governmentally-mandated quarantines; riots, work stoppages, strikes (work stoppages and/or strikes of any of the parties to this Agreement are specifically excluded from the language of this section) or embargoes (each a "Force Majeure Event"). The Party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. Except for the commitments identified in the notice of Force Majeure Event, the affected party shall not be relieved of its responsibility to fully perform its other commitments in the Contract. The affected party shall use reasonable diligence to remove the condition that prevents full performance as soon as possible and shall not be entitled to suspend performance of its obligations in accordance with any greater scope or any longer duration than is required by the Force Majeure Event.

Neither party shall be entitled to unilaterally cancel or terminate the Contract due to a Force Majeure Event. However, the parties can mutually agree in writing to terminate the Contract due to a Force Majeure Event. Notwithstanding anything to the contrary in this provision, during a Force Majeure Event that results in the closure or non-operation of any District facility or District facilities (including District school sites and administrative centers), the District will not be required to pay the monthly rental fees for the closed/affected sites. For avoidance of doubt, the District will only be obligated to pay the pro rata portion of the monthly rental fee for the non-affected District sites. By way of example, and not as a limitation, if all District sites are closed for 15 days within a single 30-day month due to a governmentally mandated quarantine, then the District will be obligated to pay for only half of the total monthly service fee. The parties understand and agree that the purpose of this provision is to be fiscally responsible with taxpayer funds by not obligating the District to pay for equipment that is not in use or services that are not being provided.

8. Pricing. All equipment proposed shall have fixed pricing for the duration of the Contract. Vendor shall provide multifunctional copier equipment as outlined in the Price Schedule. All prices shall be F.O.B. destination.

9. Taxes. The Vendor shall abide by District policies and procedures regarding invoicing of taxes on service agreements.

10. Limitation on Fees. The District shall not be held financially responsible for any transportation fees, including, but not limited to, pickup, delivery, relocating, repositioning and removal of any leased, loaned and/or purchased copier equipment covered under the Contract. The District shall not be financially responsible for any installation fees, assembly fees and/or dismantling fees of any leased, loaned and/or purchased copier equipment covered under the Contract.

11. Buyback of Supplies – Beginning of Term. Vendor shall buy back and credit the District for current toner and maintenance kits at District facilities. The minimum shall be 75% of Vendor's current price for resold toner and maintenance kits.

12. Authorized Vendor. Vendor must be either manufacturer or factory authorized distributor or seller of the proposed equipment and must be provided proof of same to the District.

13. Delivery. The equipment must be delivered in the quantities specified in the Contract and at the locations specified in the Contract. Deliveries shall not be made in advance of the timeline set forth in the Contract, unless the District has provided prior written consent to such early delivery. In the event that the Vendor delivers equipment at the wrong time or incorrect place, or fails to timely deliver the correct equipment, the District shall have the right, but not the obligation, to terminate the Contract and charge the Vendor any additional expense reasonably incurred by the District in the procurement of the proper equipment from a third party.

14. District's Inspection. All materials, supplies, products and items to be provided to the District by the Vendor shall be subject to the District's inspection; provided, however, that the District's inspection of the materials, supplies, products and items shall not relieve the Vendor of its obligations to properly perform under the Contract.

15. Defective Materials, Supplies, Products and Items. The District may reject any defective materials, supplies, products and items provided by the Vendor. In no event shall the District's prior acceptance of such materials, supplies, products or items bar the District's ability to reject such materials, supplies, products or items. The Vendor shall promptly remedy any defective materials, supplies, products or items in a manner reasonably satisfactory to the District. The Vendor expressly agrees that the Vendor's remedy shall include, but not be limited to, (a) promptly removing any and all rejected items from the District's property at no additional cost to the District, and (b) promptly replacing the rejected items with substitutions that are reasonably satisfactory to the District at no additional cost to the District. The District may withhold a sufficient amount or amounts of payment otherwise due to the Vendor as, in the District's reasonable judgment, may be necessary to cover defective items not properly remedied.

16. Responsibility for Materials, Supplies, Products and Items. The Vendor shall be responsible for all items to be provided until the items are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the

District at the designated point and prior to acceptance by the District or rejection thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of the officers, agents or employees of the District acting within the scope of their employment. The Vendor shall bear all risks associated with rejected supplies after receiving notice of rejection thereof, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents or employees of the District acting within the scope of their employment.

17. Returns. The Vendor shall provide return goods authorization labels for the recycling of all such empty equipment supply cartridges, such as, ink, *etc.*

18. Installation. The Vendor shall be responsible for the complete installation; including a site assessment with a recommendation to District staff. The Vendor shall identify any electrical changes needed to accommodate the electrical requirement of the equipment, including network drops. All copiers shall be networked with drops added, as required. The District shall work with the Vendor to determine optimal location for the drops when required.

19. Training Requirements. The Vendor shall provide comprehensive training for key District equipment operators at each District site. The training shall include, but not be limited to, printing, scanning, copying, emailing, faxing, troubleshooting, removal of paper jams, adding supplies, security, and routine and emergency customer service protocols. Training shall be available immediately after installation, and at reasonable subsequent intervals to accommodate any transitions in staff, provide information regarding any additional and/or replaced equipment, and any upgrades in equipment, all at no additional cost to the District.

20. Removal. At the end of the term, the Vendor shall be required to remove all leased equipment included in the Contract and transport the equipment to a central site or other identified location within the District. There shall be no charge for the pickup and removal of the copiers when the term has been terminated or expires, nor shall there be any charge when a machine is moved, removed, or replaced during the term. At the end of the term, the Vendor shall be responsible for securing units to ensure a safe shipment, coordinating pickup and oversight of the removal of the equipment.

21. Product Improvements, Upgrades and Retrofits. The Vendor guarantees to provide District, at no additional cost, any product improvements/upgrades/retrofits (software and hardware) including installation, removal, replacement, training and support, for any and all equipment for the duration of the Contract. The Vendor shall keep the District informed of any available product improvements/upgrades/retrofits (software and hardware).

22. Excessive Downtime. Each individual piece of equipment installed within the District pursuant to the Contract shall not be down more than 5% of the time per

calendar quarter. If equipment is down more than 5% of the time for any two consecutive calendar quarters, then, upon the District's request, the Vendor shall replace such equipment with equipment of the same or better specifications within five (5) business days. For purposes of this provision, equipment shall be considered "down" whenever an authorized District representative informs the Vendor that (a) image quality becomes unreadable or otherwise unacceptable to the District, and/or (b) specific equipment capabilities set forth in the Contract are not working to the satisfaction of the District. Downtime hours shall include technician response time, unavailability or backlog of parts, and technician working time, but shall specifically exclude any working time related to correcting problems caused by the District's willful negligence or willful misconduct, and any working time related to Vendor's scheduled preventative maintenance.

23. Security. Information scanned to drives may contain sensitive information and must be kept in strictest confidence. The Vendor shall provide the District with information regarding the equipment's ability to utilize login names and passwords for access to certain functions, information, or features. Devices must have hard drive encryption and standard overwrite in accordance with the District's security needs and preferences. There shall be a process to permanently delete images and files from the equipment to prevent unauthorized retrieval or use of stored information after removal of equipment from the District's premises. Upon termination of the Contract, the District shall retain any embedded hard drive(s) in the equipment. If requested by the District, the Vendor shall assist the District in obtaining the hard drives.

24. Supplies Inclusive. The Contract shall include all supplies with the exception of paper.

25. Full Service Maintenance Agreement. The Vendor shall provide full-service maintenance which shall cover all parts, labor, tools, equipment and transportation necessary to provide routine maintenance and any repairs as needed throughout the term of the Contract, with no additional cost to the District.

26. Authorized Service Providers. All service must be provided by a manufacturer authorized representative and all repairs must be performed by manufacturer certified technicians for the models set forth in the proposal.

27. Contact Information. The Vendor shall maintain a toll-free telephone number for customer support, which shall include assistance with service calls and supply orders for the leased equipment. The Vendor shall place labels on all equipment with a minimum of the following information: contact telephone number to order supplies and report problems, serial or ID number to reference when calling and any other information agreed on by the District and the Vendor.

28. Response Time. The Vendor shall respond to the District's telephonic requests for service within two (2) hours. The Vendor shall provide a satisfactory diagnosis, commitment to return functionalities or repaired device within four (4) hours. The first failure to comply with this provision shall result in a warning. The second failure

shall be reported to the Vendor's highest supervisor/authorized representative, who shall take all reasonable steps to rectify the problem and prevent future problems. After the third occurrence, the District reserves the right to notify the Vendor that the Vendor is in default for non-performance under the Contract, terminate the Contract at no additional cost to the District, and seek any other remedies from Vendor as permitted under the Contract and applicable law.

29. Loaner Equipment. If during a service call it is determined that a device cannot be repaired within forty-eight (48) hours, the Vendor shall offer the District a loaner at no additional cost to the District. The loaner shall be of like size and features. The option to accept the loaner shall be at the District's sole discretion.

30. Customer Satisfaction. The Vendor shall guarantee District's complete satisfaction with the proposed and installed equipment. In the event that the District is not completely satisfied with any such equipment, the Vendor shall, at the District's request, replace the equipment without surcharge with an identical model, or, as agreed upon by the Parties, with a device with equal to or better features and capabilities. This guarantee shall be effective following the initial equipment delivery and shall remain effective during the entire term of the Contract for all equipment under the Contract.

31. Preventative Maintenance. The Vendor shall perform all preventative maintenance ("PM") service as recommended by the original equipment manufacturer ("OEM"). PMs are an integral part of any multifunction copier maintenance.

32. Service Logs. A service log shall be provided on the inside of each multifunction copier and maintained by the Vendor.

33. Supply Delivery Requirements. All supplies shall be delivered within three (3) business days with the exception of backordered items, in which case the site will be notified of the expected delivery date. All supplies shall be clearly marked with the site/department, address and contact name.

34. Supply Requirements. All parts and supplies are to be OEM type only. Obtaining meter readings shall be the responsibility of the Vendor *via* automatic reporting.

35. Repurchase of Supplies – End of Contract. At the end of the Contract, at the District's discretion, the Vendor shall purchase from the District any and all unused and unopened supplies delivered under the Contract. Such repurchases shall be at the same price the District paid for the supplies.

36. Sustainability. The Vendor shall work with the District on developing a recycling program for all used toner/print cartridges at each District site. This program may include receptacles at each District site for the recycling of products on a timed schedule. The Vendor agrees that it will use as many products, where economically feasible, that are environmentally friendly and take into consideration long-term sustainability to the environment.

37. Consultation Services. If agreed between the Parties, the Vendor shall advise District regarding innovative digital copier solutions, including, but not limited to, greater efficiency, enhanced security, and increased environmental sustainability. The Vendor may be asked to outline a method to examine volumes for each copier to verify the proper equipment is in place and is properly utilized. The Vendor may be asked to outline a method to replace under- or over-utilized equipment with a digital copier of lesser/greater speed and/or capacity. If the Parties agree, this replacement shall be accomplished without extending the Equipment Lease and/or Maintenance Agreement beyond the original term.

38. Reports. The Vendor shall provide monthly reports with site/department and individual employees' usages available online and in written form. If optional, identify all cost (*i.e.*, equipment, software, installation, *etc.*) and technical requirements necessary to the operation of this feature.

39. Invoices. The Vendor shall provide invoicing per each site/department on separate invoices. Each multifunction copier shall then be invoiced separately and shall include, at a minimum, District purchase order number, location address and site/department name, make and model, serial number and/or identification number, previous month's end meter reading and current month's end meter reading, less any copies that are not usable due to the machine not functioning properly and any other reimbursements (itemized by site/department account number or security code where necessary), contract cost per copy rate applied to multifunction copier, total cost per copy for the period.

40. Payment Requirements. The District shall not prepay for any services or maintenance. All payments shall be paid in arrears and may be paid monthly, quarterly, or annually at the mutual agreement of the District Department and the Vendor.

41. Funding; Non-Appropriation Clause. The funding for the Contract shall be subject to an approved annual budget, which depends upon multiple factors, including, but not limited to, State funding. Therefore, notwithstanding any other provision of the Contract, the Contract shall be expressly subject to and contingent upon appropriation of funds for the Contract in each fiscal year. In the event that funds are not appropriated for this Contract, then the Contract shall terminate as of the last day of the last fiscal year for which funds were appropriated. In the event that funds are reduced, but not entirely eliminated, the District shall have the right to terminate the Contract or the Parties may mutually agree to amend the Contract to reflect any reduction in funds. The District shall notify the Vendor of any such non-allocation or reduction of funds at the earliest possible date, and, if required by the Contract, return applicable equipment to the Vendor. This non-appropriation clause is an essential part of the Contract.

42. Insurance.

- a. At the Vendor's sole cost and expense, the Vendor shall maintain during the entire term of the Contract insurance coverage at least as broad as the following:
- i. comprehensive general liability or commercial liability on an occurrence basis, including products, property damage, bodily injury, personal injury, death and the vendor's contractual liability, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. employer's liability with limits no less than \$1,000,000 per occurrence;
 - iii. automobile liability insurance covering all owned, hired and rented vehicles operated in connection with the contracts with limits no less than \$1,000,000 for property damage, bodily injury, personal injury and death; and
 - iv. workers' compensation limits in accordance with the California Labor Code in amounts sufficient to cover the Vendor's employees, provided, however, that the limits of such insurance shall not be less than \$1,000,000 per occurrence.
- b. The limits of insurance set forth in these General Specifications shall not limit the liability of the Vendor nor relieve the vendor of any obligation under the Contract.
- c. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the District as evidenced by prior written consent from the District).
- d. Each insurance required to be carried by the Vendor shall (i) name the District as an additional insured, (ii) be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance of the District, (iii) be in a form satisfactory to the District, (iv) be carried with companies duly licensed and admitted to transact insurance business in the State, unless otherwise acceptable to the District, (v) provide that the policy shall not be subject to cancellation, lapse or change, except after at least thirty (30) days' prior notice to the District, (vi) not

have a deductible in excess of any amount reasonably approved by the District, (vii) contain a cross liability endorsement, and (viii) contain a severability clause.

- e. All insurance coverage maintained under the Contract shall be endorsed to waive subrogation against the District.
- f. As a precondition to final award of the Contract, the Vendor shall provide the District with evidence of the required insurance, with at least the minimum limits set forth herein, and containing the required endorsements on a form and in a manner reasonably acceptable to the District.
- g. The Vendor's failure to furnish or maintain the insurance required under the Contract shall be considered a material default by the Vendor. The District shall have the right to request confirmation of the Vendor's insurance at any time during the term of the Contract. In the event that the Vendor fails to provide proof of or fails to maintain the required insurance, or otherwise fails to comply with the insurance requirements set forth herein, the District shall have the right, as applicable, to reject the Vendor's proposal or terminate the Contract for cause.
- h. The District makes no representation that the limits or forms of insurance coverage specified herein are adequate to cover the Vendor's property, business operations, or obligations under the Contract. The Vendor shall confer with its own insurance broker regarding the Vendor's risk under the Contract, and, if so advised by such broker, obtain additional insurance and/or insurance with higher limits.
- i. Under no circumstances shall the District be required to name the Vendor as an additional insured under the District's insurance or self-insurance coverage memorandum.

43. Indemnity. To the fullest extent permitted by law, the Vendor shall, at the Vendor's sole cost and expense, indemnify, defend and hold harmless the District, and its officers, officials, employees, agents and representatives and each of their successors and assigns from and against any and all liability (including, but not limited to, liability for claims, suits, actions, demands, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages, judgments, fines, penalties, settlements, cost and charges of any kind, whether actual, alleged or threatened, including, without limitation, attorneys' fees and expenses, court costs, interest, defense costs, and expert witness fees) arising directly or indirectly from or in connection with (a) any breach of the Contract by the Vendor, the Vendor's employees, subcontractors,

agents, representatives or assigns, (collectively, "Vendor's Agents"), (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by the Vendor or the Vendor's Agents in the performance or non-performance of the professional services required to be performed by the Vendor under the Contract; (c) any claim of infringement of patent rights, copyrights, or trademarks of any person in relation to the equipment provided by Vendor; (d) any damage to the District's real property, any personal property, and any bodily injury or death of any person caused by the Vendor or the Vendor's Agents, and (e) the District's enforcement of its rights under this indemnity provision. The provisions of this indemnity do not apply to any damage or loss caused by the sole negligence or sole willful misconduct of the District, or its officers, officials, employees, agents and representatives, or any of their successors and assigns. The insurance coverage requirements under the Contract Documents shall in no way lessen or limit the liability of the Vendor under the terms of this indemnification obligation. The terms of this paragraph shall survive the expiration or termination of the Contract.

44. Limitation on Liability. The District's liability to the Vendor, if any, shall be capped at the contract price.

45. Licenses; Permits. The Vendor shall secure and maintain in force during the entire term of the Contract any and all licenses and permits as required by applicable law in connection with the furnishing of materials, articles and services under the Contract.

46. No Assignment. No assumption of any of the Vendor's duties, responsibilities, obligations or performance under the Contract by any entity other than the Vendor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur without the District's prior written consent. If any assumption, takeover, or unauthorized performance does occur without the District's prior written consent, then the Vendor shall be in material default of the Contract, in which event the District may terminate the Contract for cause and seek any remedies available under the Contract and applicable law.

47. Subcontracting. The Vendor shall not subcontract any portion of the Contract without the prior written consent of the District. If the District approves any subcontracting, then, prior to the commencement of any work by the subcontractor, the Vendor shall bind the contractor in writing to the terms and conditions of the Contract. Moreover, as between the District and the Vendor, the Vendor shall be liable for all acts and omissions of the subcontractor; therefore, the Vendor shall indemnify, defend and hold harmless the District with respect to any and all claims and liabilities arising out of the acts and omissions of the subcontractor.

48. Fingerprinting; Background Checks. The Contract is subject to the provisions of Education Code Section 45125.1. The Vendor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with the students at any District site. The Department of Justice will ascertain

whether the employee has a pending criminal proceeding for a violent or serious felony as they are defined in Penal Code Sections 667.59(c), respectively. The Vendor shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in the Education Code 45122.1. The Vendor shall provide the District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code 45122.1. The District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of the Contract.

49. On Site Conduct. The Vendor shall ensure that any and all persons entering onto District property for the purposes of installing equipment, providing consultations, providing maintenance or service, or otherwise acting on behalf of the Vendor in connection with the Contract, strictly complies with the rules and regulations of the District. By way of example, and not as a limitation, the Vendor shall ensure compliance with the District's tobacco-, alcohol- and drug-free policies; policies regarding music, pets and animals, site cleanup, graffiti, appropriate language, dress code, loitering, and fraternization. Violation of any District policy is grounds for removal from District property and may result in back charges for direct costs to the District or termination of the Contract.

50. Conflicts of Interest. The Vendor agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under the Contract. During the term of the Contract, the Vendor shall not hire personnel currently employed by the District to perform any work under the Contract. The Vendor shall promptly inform District of any contract, arrangement, or interest that the Vendor may enter into or have during the performance of the Contract that might appear to conflict with the District's interests, including, but not limited to, contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under the Contract. The Vendor shall take such measures as are necessary to prevent actual conflicts of interest in the performance of the Contract. The District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate the Contract in the event such a conflict exists.

51. Independent Contractor. The Vendor shall perform the work contemplated under the Contract as an independent contractor. It is understood and acknowledged by and between the Parties that Vendor is not and shall not be construed as an employee of District for any purpose whatsoever. Under no circumstances shall the Vendor look to the District as the Vendor's employer, or as a partner, agent, or principal. The Vendor hereby acknowledges and warrants that, as an independent contractor, the Vendor is solely responsible for its performance and that of any of the Vendor's employees, subcontractors, assistants, including the method, details, and means of performing the services specified herein. Except as otherwise provided herein, the Vendor is solely liable for all costs and expenses associated with the Vendor's performance hereunder and for any and all loss or damages which may be caused or occasioned on account of the

Vendor's provision of services pursuant to the Contract, whether the same loss or damages be for personal injury or property damage. The Vendor shall be responsible for providing, at the Vendor's sole expense and in the Vendor's name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for conducting the work contemplated under the Contract. The Vendor shall not be entitled to any benefits, including, without limitation, worker's compensation, deferred compensation, disability insurance, vacation or sick pay from District. The Vendor acknowledges and agrees that the Vendor's employees shall not be eligible for any District employee benefits and, to the extent the Vendor's employees otherwise would be eligible for any District employee benefits but for the express terms of the Contract, the Vendor hereby expressly declines to participate in such District employee benefits. Neither the Vendor, nor any partner, agent, or employee of the Vendor, has authority to enter into contracts that bind the District or create obligations on the part of the District without the prior written authorization of the District.

52. Compliance with Laws. The Vendor agrees to comply with all applicable federal, State, and local laws and regulations applicable to the Contract.

53. Anti-Discrimination. To the maximum extent permitted by federal, State and any other applicable law, it is the District's policy that in connection with any work under the Contract, there shall be no discrimination against any prospective or active employee engaged in the work due to race, color, ancestry, national origin, sex, sexual orientation, pregnancy, physical or mental disability, marital status, medical condition, age, religion, veteran status, or political affiliation. The Vendor shall abide by all anti-discrimination laws applicable to the Contract, which may include, but not be limited to, the Unruh Civil Rights Act (Civil Code Sections 51, *et seq.*); California Government Code Sections 11135, *et seq.*; California Labor Code Sections 1101, *et seq.*, and 1735; the Federal Civil Rights Act of 1964 (42 U.S.C. Sections 2000e, *et seq.*); the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*); the Age Discrimination in Employment Act (29 U.S.C. Sections 621, *et seq.*); the Rehabilitation Act of 1973 (29 U.S.C. Sections 701, *et seq.*); Executive Order 11246 entitled "Equal Employment Opportunity"; and all applicable regulations and District policies. The District has provided the foregoing list as a courtesy to the Vendor, and does not represent that the foregoing list is applicable to all District contracts nor an exhaustive list of all anti-discrimination laws applicable to all District contracts. The Vendor is advised to seek independent legal counsel regarding the Vendor's anti-discrimination obligations with respect to the Contract.

54. Choice of Law; Venue. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the

suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

55. Attorneys' Fees. If any action or proceeding is instituted to enforce or interpret any provision of this Agreement, the prevailing Party therein shall be entitled to recover its reasonable outside attorneys' fees and costs from the losing Party. Notwithstanding the generality of the foregoing, the Parties expressly agree that if the Vendor is determined by a court of competent jurisdiction to be the prevailing party entitled to attorneys' fees, the calculation for the District's reimbursement of such fees shall be performed using the then-current public agency hourly rate paid by the District. For the avoidance of doubt, the purpose of this clause is to limit the amount of public funds used to pay a private entity's attorneys' fees. Nothing herein shall prohibit the Vendor from using the attorney of its choice for any legal matters related to the Contract, nor affect the District's obligation to pay all or a portion of the Vendor's attorneys' fees subject to the conditions and limitations set forth in this Section.

56. Conflict, Inconsistency, or Ambiguity. In the event of any conflict, inconsistency, or ambiguity between the provisions of the Equipment Lease and this RFP, or between the provisions of the Maintenance Services Agreement and this RFP, this RFP shall control and prevail.

PART V: MULTIFUNCTION COPIER MINIMUM REQUIREMENTS

All multifunction copiers shall be new with no used or refurbished parts. All copiers shall include options for printing, copying, color scanning, faxing and be email capable. Each Site/Department's copier needs will determine the final equipment configuration of each unit. The OEM shall provide specifications sheets listing all accessories, features, functions and technical requirements of each model copier.

REQUIRED FEATURES

- 1. Service Level Agreement**
Define the following:
 - a. Method for monitoring device status
 - i. Print volumes
 - ii. Down Time
 - iii. Custom alerts
 - b. Maximum continuous downtime per device
 - c. Maximum support response time.

- 2. Duplexing:** Multifunction copiers shall be capable of producing double-sided copies/prints.

- 3. Paper:** Multifunction copiers rated at a speed of approximately 75 prints per minute (ppm) or faster are required to have the capability printing on stock ranging from 20 lb. bond to 110 lb. index, on sizes letter (8 ½ x 11), legal (8 ½ x 14) and ledger (11 x 17).

- 4. Labels:** Multifunction copiers shall be capable of printing on different types of labels.

- 5. Finishing:** Multifunction copiers shall have full offset stacking and finishing (50 sheet stapling on any corner and booklet) capabilities.

- 6. Hole Punch:** Multifunction copiers will have 3-hole punch capabilities.

- 7. Document Feeder:** Multifunction copiers 75 ppm shall possess an Automated Document Feeder that has dual scan capability and accommodate 100 sheets of 20 lb. bond paper.

- 8. Bypass Tray:** Multifunction copiers shall have a bypass tray for the purpose of printing on specialized stock.

- 9. Enlarging:** Multifunction copiers shall be capable of enlarging documents in preset increments to a maximum of 200%.

10. Reducing: Multifunction copiers shall be capable of reducing documents in preset increments to a minimum of 25%.

11. Paper Capacity: Multifunction copiers shall have the following paper capacity, using standard 20 lb. copy paper:

- 8 ½ x 11 paper supply – minimum of 1,000 sheets
- 8 ½ x 14 paper supply – minimum of 500 sheets
- 11 x 17 paper supply – minimum of 250 sheets (may be an adjustable

tray)

12. Cost/Accounting Meter: Multifunction copiers shall have programmable cost center/accounting meters, with a minimum of 50 separate cost centers/meters; vendor to specify the number of digits accommodated per accounting code.

13. Network Printing: Multifunction copiers shall be capable of printing from any desktop PC and/or MAC within the district's network using an Ethernet or wireless TCP/IP protocol network connection. Identify whether or not network printing is an optional feature and delineate all functions of this feature. If optional, identify all cost (i.e. equipment, software, etc.) and technical requirements necessary to the operation of this feature. True adobe postscript drive is preferred. The cost should be incorporated in the lease/maintenance proposed pricing.

14. Network Scanning: Multifunction copiers shall be capable of single touch color scanning to cloud or email. Identify whether or not scanning is an additional feature and delineate all functions of this feature. If optional, identify all cost (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature. The cost should be incorporated in the lease/maintenance proposed pricing.

15. Wireless Print: Multifunction copiers shall be capable of wireless printing from all operating systems: Windows, Chrome OS, OSX, iOS, Android.

16. Google Integration: Multifunction copiers shall be capable of allowing users to access Google Drive documents on their account and printing directly on the device with Google SSO.

17. Anti-virus Software: All copiers shall be configured with an anti-virus solution, and must have built-in Image Overwrite software.

18. Perceived Needs: The quantities and specifications called for in this document are based on perceived needs, but may at the discretion of the District be adjusted as needed in order to meet the District needs satisfactorily.

19. Price Schedule: Multifunction copiers are needed as Price Schedule A for black and white copier and Price Schedule B for color copier.

20. Delivery: Actual delivery of equipment or services shall be coordinated with the Purchasing Services Department, but the District's objective is to have the installation of the multifunction copier equipment commence on or after **January 31, 2023**, and be fully installed and operative by **February 15, 2023**, inclusive of training. The District, as a matter of proposal non-responsiveness, may reject bids (regardless of price) that indicate an inability to deliver the product within the specified time.

EXHIBIT "A"
PROPOSAL QUESTIONNAIRE

**RIO SCHOOL DISTRICT
PROPOSAL QUESTIONNAIRE - RFP NO. 22-23-14**

This entire form must be completed. Insert "n/a" or "not applicable" as appropriate. If the entire form is not completed, the firm may be considered "non-responsive" and the proposal may be rejected. The District reserves the right to waive any minor irregularities in the proposals and proposal process, and further reserves the right to reject any and all proposals.

SECTION A: FIRM – BASIC INFORMATION

1. Your Official Business Name: _____
2. Your DBA name, if any: _____
3. Your Physical Address: _____
4. Your Mailing Address (if different than above): _____
5. Your Main Telephone Number: _____
6. Your Main Facsimile Number: _____
7. Your Website Address: _____
8. Type of Entity (check one box):
 Corporation Partnership Limited Liability Company
 Sole Proprietorship Other (describe): _____
9. State of formation: _____ Date of formation: _____
10. Your Firm's offices.
 - a. Is the firm local, regional, national or international? _____
 - b. If the firm is regional, national or international, please list the firm's other office locations: _____

 - c. If your firm has multiple office locations, please list which office or warehouse will dispatch equipment to the District: _____
 - d. If your firm has multiple office locations, please list which office will dispatch service and maintenance providers to the District: _____
 - e. If your firm has multiple office locations, please list which office is the corporate headquarters: _____
11. Is your firm a subsidiary, parent, holding company or affiliate of another company (i.e., one firm owns 50% or more of another company)? Yes No.
If yes, please provide the following information:

Company Name: _____
Address: _____
Type of entity: _____
State of formation: _____

12. Has your firm or any of its principals ever conducted similar services under a different name, license, or certification? Yes No.
If yes, please provide the other firm name, license or certification, and approximate dates of use: _____

13. Firm certifications and licenses (as applicable to this RFP): _____

SECTION B: FIRM HISTORY

14. How many years of experience does your firm have in providing services similar to those contemplated in this RFP? _____

15. Approximately how many California public agency contracts similar to the one contemplated under this RFP has your firm performed in the last five (5) years (including current contracts)? _____

16. Approximately how many California school district contracts similar to the one contemplated under this RFP has your firm performed in the last five (5) years (including current contracts)? _____

17. Has your firm ever provided services to the District? Yes No.
If yes, please specify date and type of contract: _____

18. Describe your firm's mission with respect to providing services to public agencies:

19. Describe your firm's strategy for assessing the needs of a school district, inclusive of its various departments and schools, when developing a digital copier solution?

20. In addition to office equipment, briefly describe 3 other products and/or solutions your firm provides that may help the District reduce and recover operational costs?

21. Please provide an example of an innovative digital copier solution that your firm developed and implemented for a firm client. _____

22. Please list any awards or special recognitions your firm has received from the manufacturer, or as otherwise applicable to this RFP. Include the date (or approximate date) of the award.

Award/date: _____

Award/date: _____

Award/date: _____

Award/date: _____

Award/date: _____

SECTION C: DISPUTE HISTORY

23. At any time during the last five (5) years, has any license or certification held by your firm been suspended or revoked? Yes No
24. At any time during the last five (5) years, has your firm or any firm with which any of your firm's owners, partners or officers are associated received a notice of suspension or forfeiture from the California Secretary of State or the Franchise Tax Board?
 Yes No
25. At any time during the last five (5) years, was your firm the debtor in a bankruptcy case, whether voluntary or involuntary, or did your firm assign any or all of its assets for the benefit of any creditor, or is your firm currently the debtor in a bankruptcy case? Yes No
26. At any time during the last five (5) years, has your firm received a notice of noncompliance or default from any public agency regarding your work under a contract? Yes No
27. At any time during the last five (5) years, has your firm or any of its principals been involved in arbitration or litigation of any kind relating to a public agency contract?
 Yes No
28. At any time during the last five (5) years, has your firm been disqualified from submitting proposals or otherwise bidding on public works projects of any kind?
 Yes No
29. At any time during the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? Yes No
30. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? Yes No
31. Has your firm or any of its owners, officers or partners ever been the subject of a disciplinary action conducted by a local, state or federal agency, or been convicted of a crime involving any federal, state, or local law? Yes No
32. Has your firm or any of its owners, officers or partners ever been convicted of a crime of fraud, theft, or any other act of dishonesty? Yes No

SECTION D: FINANCIAL INFORMATION

33. Please provide your firm's tax identification number: _____
34. Please attach your firm's most recent independently reviewed or audited financial statement, and any other information evidencing your firm's financial capacity to perform the anticipated contract. Please label the attachment.
35. At any time during the last ten (10) years, did your firm receive a notice of tax lien from the Internal Revenue Service or the State of California, including, but not

Direct telephone line: _____

Email address: _____

b. Name and title: _____

Years with company: _____ Years of experience: _____

Direct telephone line: _____

Email address: _____

c. Name and title: _____

Years with company: _____ Years of experience: _____

Direct telephone line: _____

Email address: _____

47. Describe your firm's professional development and/or education of its key personnel and additional relevant staff. _____

48. Please provide the requested information for your firm's authorized representatives (at least two representatives authorized to sign contracts on behalf of your firm).

Authorized Representative #1: _____

Title: _____ Direct telephone #: _____

Email address: _____

Authorized Representative #2: _____

Title: _____ Direct telephone #: _____

Email address: _____

SECTION G: RECENT CONTRACTS

Please list below all similar large contracts that your firm has entered into during the last five years. The District reserves the right to contact any of the below customers for references. The names and contact information must be current. Attach additional sheets if necessary.

49. Entity's name: _____

Address: _____

Contact person and title: _____

Telephone number: _____

Email address: _____

Approximate contract dates (beginning to end): _____

Number and type of equipment provided: _____

Number of years of maintenance services: _____

50. Entity's Name: _____

Address: _____

Contact person and title: _____

Telephone number: _____

Email address: _____

Approximate contract dates (beginning to end): _____

Number and type of equipment provided: _____

Number of years of maintenance services: _____

51. Entity's Name: _____

Address: _____

Contact person and title: _____

Telephone number: _____

Email address: _____

Approximate contract dates (beginning to end): _____

Number and type of equipment provided: _____

Number of years of maintenance services: _____

52. Entity's Name: _____

Address: _____

Contact person and title: _____

Telephone number: _____

Email address: _____

Approximate contract dates (beginning to end): _____

Number and type of equipment provided: _____

Number of years of maintenance services: _____

53. Entity's Name: _____

Address: _____

Contact person and title: _____

Telephone number: _____

Email address: _____

Approximate contract dates (beginning to end): _____

Number and type of equipment provided: _____

Number of years of maintenance services: _____

54. Entity's Name: _____

Address: _____

Contact person and title: _____

Telephone number: _____

Email address: _____

Approximate contract dates (beginning to end): _____

Number and type of equipment provided: _____

Number of years of maintenance services: _____

55. Entity's Name: _____

Address: _____

Contact person and title: _____

Telephone number: _____

Email address: _____

Approximate contract dates (beginning to end): _____

Number and type of equipment provided: _____

Number of years of maintenance services: _____

SECTION H: ADDENDA

56. By entering the applicable addendum number in the space provided below, your firm acknowledges that it has received and examined any and all addenda issued in relation to this RFP and is thoroughly familiar with all contents thereof.

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

Addendum No.: _____

SECTION I: AUTHORIZATIONS

57. By submitting this proposal, your firm certifies and declares that (a) the District or its duly-authorized representative is authorized to contact your references, and, its sole discretion, interview the references for the purposes of verifying and/or further evaluating your qualifications to perform the anticipated contract; (b) the District or its duly-authorized representative is authorized to contact the preparer of your audited or reviewed financial statements to verify the information set forth therein; and (c) your firm acknowledges that the District may search public records, including, but not limited to, Secretary of State records, Franchise Tax Board records, state and federal court records, and UCC records, to verify information set forth in your firm’s proposal.

SECTION J: SIGNATURE

I, the undersigned, certify and declare that I am a duly-authorized representative of the below-named entity; on behalf of the entity, I have read and am familiar with all the answers provided in this Proposal Questionnaire, including, but not limited to all exhibits attached hereto; the matters stated herein and in the attachments are true to the best of my knowledge and belief; and in the event that any information provided herein becomes inaccurate, false or misleading, I will immediately notify the District and provide updated, accurate information in writing.

Name of Firm

Printed/Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT "B"
PROPOSAL PRICE SCHEDULES

PRICE SCHEDULE A

BLACK & WHITE DIGITAL COPIER

50 COPIES PER MINUTE MINIMUM

Company Name: _____

Manufacturer: _____ Make/Model: _____

Copies per Minute: _____ Warranty Term: _____

Monthly Duty Cycle: _____ Standard Memory: _____

Recommended Monthly Volume (range): _____

Standard paper Capacity/Drawers: _____

1. **Maintenance Agreement** Cost per Copy \$ _____
(No min/max quantity)

2. **Copier Lease Pricing** Purchase Price \$ _____ Lease Year \$ _____
(Meeting all minimum requirements per RFP 22-23/14)

Additional Accessories*

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

Notes*: _____

*Optional

PRICE SCHEDULE B

COLOR DIGITAL COPIER

50 COPIES PER MINUTE MINIMUM

Company Name: _____

Manufacturer: _____ Make/Model: _____

Copies per Minute: _____ Warranty Term: _____

Monthly Duty Cycle: _____ Standard Memory: _____

Recommended Monthly Volume (range): _____

Standard paper Capacity/Drawers: _____

1. **Maintenance Agreement Color** Cost per Copy \$ _____
(No min/max quantity)

2. **Copier Lease Pricing** Purchase Price \$ _____ Lease Year \$ _____
(Meeting all minimum requirements per RFP 22-23/14 with the additional of color copy/print function)

3. **Additional Accessories***

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

Notes*: _____

*Optional

SIGNATURE PAGE

**Request for Proposal of Multifunction Copier Equipment and Maintenance Services
RFP 22-23/14**

Proposal Opening Date: **December 9, 2022**

Proposal Opening Time: **10:00 a.m. PST**

Name of Firm: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Official: _____

Print Name

Title

Authorized Signature: _____

Before submitting your proposal, please carefully read the Instructions, General Specifications and Minimum Requirements enclosed in this RFP. Submit all proposals in a sealed envelope in accordance with the Instructions.

EXHIBIT "C"
PROPOSAL FORMS

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned hereby declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The firm has not directly or indirectly induced or solicited any other service provider to put in a false or sham proposal. The firm has not directly or indirectly colluded, conspired, connived, or agreed with any service provider or anyone else to put in a sham bid, or to refrain from bidding. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the firm or any other service provider, or to fix any overhead, profit, or cost element of the proposal price, or that of any other firm. All statements contained in the proposal are true. The firm has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a firm that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the below identified firm.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____, 2022, at _____ (city), _____ (state).

Name of entity submitting proposal

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title of Authorized Representative

**CERTIFICATION REGARDING IRAN CONTRACTING ACT
(Public Contract Code ("PCC") Sections 2200, et seq.)**

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the below identified firm. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the firm.
2. The appropriate box is checked immediately below and the statement relating to the firm's status in regard to the Iran Contracting Act of 2010 (PCC Code Sections 2200, et seq.) following such box is true and correct with respect to the firm.

Check only one box.

The firm is not: identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b); or a financial institution that extends, for forty-five (45) days or more, credit in the amount of twenty million dollars (\$20,000,000.00) or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b), if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the firm from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and or services to be provided pursuant to the contract.

The maximum total amount payable to the firm in connection with the contract, as of the date of this certification, does not exceed one million dollars (\$1,000,000.00).

3. The firm is aware and acknowledges that in accordance with PCC Section 2205, false certification of this form may result in civil penalties equal to the greater of two hundred fifty thousand dollars (\$250,000.00) or twice the contract amount, termination of the contract, and/or ineligibility to proposal on contracts for three (3) years.

Name of Firm

Signature of Firm's Authorized Representative

Typed or Printed Name and Title of Firm's Authorized Representative

Date

Rio School District, RFP 22-23-14
Multifunction Digital Copier Equipment Lease and Maintenance Services

EXHIBIT "D"

REQUIRED CONTRACT FORMS

CERTIFICATION REGARDING WORKERS' COMPENSATION
(Labor Code Section 1861)

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the Vendor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Vendor.

2. The Vendor is aware of the provisions of Labor Code Sections 3700, *et seq.*, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code (including, but not limited to, by securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers) and the Vendor shall comply with such provisions before commencing the performance of the work for the contract, and maintain such compliance throughout the entirety of its performance of the work on the contract.

Typed or Printed Name of Vendor

Signature of Vendor's Authorized Representative

Typed or Printed Name of Vendor's Authorized Representative

Title of Vendor's Authorized Representative

Date

CERTIFICATION REGARDING DRUG-FREE AND ALCOHOL-FREE WORKPLACE

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the Vendor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Vendor.

2. Pursuant to District Board Policy 4020, no one shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 U.S.C. 81 on any District property, whether before, during, or after school hours. Additionally, in accordance with Government Code Sections 8350, *et seq.*, the Drug-Free Workplace Act of 1990, and Board Policy 4020, the Vendor shall provide a drug-free and alcohol-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Vendor's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Vendor's policy of maintaining a drug-free workplace; (iii) availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of work under the Contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment under the Contract, the employee agrees to abide by the terms of the statement.

3. The Vendor hereby acknowledges and agrees that, if the District determines that either the certification herein is false, or the Vendor violated this certification by failing to carry out the requirements of Government Code Section 8355 or Board Policy 4020, then the contract awarded to the Vendor shall be subject to termination, suspension of payments, or both, and the Vendor shall be subject to debarment in accordance with the requirements of Government Code Sections 8350, *et seq.*

Name of Vendor

Signature of Vendor's Authorized Representative

Typed or Printed Name and Title of Vendor's Authorized Representative

Date

CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the Vendor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Vendor.

2. In accordance with District Board Policy 3513.5 and Administrative Regulation 3513.5, and applicable law, including, but not limited to Health and Safety Code Sections 104420 and 104495, Labor Code 6404.5, and 20 U.S.C. 6083, the District prohibits the use of tobacco products at any time on District property. The products prohibited include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. Additionally, smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within twenty-five (25) feet of any playground, except on a public sidewalk located within twenty-five (25) feet of the playground. Moreover, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. If any person fails to comply with the District's policy on tobacco-free schools, the Superintendent or designee may: (1) direct the person to leave school property; (2) request local law enforcement assistance in removing the person from school premises; and/or (3) prohibit the person from entering District property for a specified period of time.

3. The Vendor shall ensure a tobacco-free workplace at District sites by: (a) providing a copy of the language set forth in Paragraph 2 of this Certification Regarding Tobacco-Free Workplace to each person providing any labor or services on District sites; and (b) enforcing the policy set forth in Paragraph 2 hereof.

Name of Vendor

Signature of Vendor's Authorized Representative

Typed or Printed Name and Title of Vendor's Authorized Representative

Date

CERTIFICATION REGARDING BACKGROUND CHECKS

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

3. I am a duly authorized representative of the Vendor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Vendor.

4. The Vendor has performed the following:

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

b. Pursuant to Education Code Section 45125.2, the Vendor will ensure the safety of pupils by one or more of the following methods: (i) the installation of a physical barrier at the worksite to limit contact with pupils, and (ii) continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Name of Vendor

Signature of Vendor's Authorized Representative

Typed or Printed Name and Title of Vendor's Authorized Representative

Date

10.5



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.5 Authorization of Teaching Assignment- Provisional Internship Permit (PIP)
Access	Public
Type	Action
Preferred Date	Nov 16, 2022
Absolute Date	Nov 16, 2022
Recommended Action	Administration recommends approval of the PIP.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The PIP allows an employing agency to fill immediate staffing needs by hiring an individual who has not yet met the subject matter competence requirements.

Requirements for a Multiple Subject PIP are 40 semester units including 10 semester units of course work in each of at least four of the following subject areas or at least 10 semester units of course work in each of three of the subject areas and an additional 10 semester units in a combination of two of the remaining subject areas (2). Subject areas include language studies, history, literature, humanities, mathematics, the arts, science, physical education, social science, and human development.

The following educator has accepted an assignment which requires the Governing Board's authorization. It is requested that the Governing Board authorize this teaching assignment for the 2022-2023 school year.

<u>Teacher</u>	<u>Assignment</u>	<u>Credential</u>
Pena, Hilda	4th grade, Rio Plaza	Provisional Internship Permit
Hansch, Justin	Multiple Subject, 3 year contract	Provisional Internship Permit
Boggs, Alexandra	Middle School ELD	Provisional Internship Permit

Administrative Content

Executive Content

10.6



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.6 Approval of job descriptions for technology department
Access	Public
Type	Action (Consent)
Preferred Date	Nov 16, 2022
Fiscal Impact	Yes
Dollar Amount	69,657.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	District Administration recommends approval of the three job descriptions.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: During the past three years the needs of the district in regards to technology have changed dramatically. With input from the Director of Technology, CSEA members within the technology department, and approval by CSEA members at their November 3, 2022 meeting, the district is proposing the following job descriptions to support the growing needs of the district:

- 1) Technology Infrastructure and Learning Environment Support Technician
- 2) Technology Information Systems Support Technician
- 3) Education Technology Network Specialist

While these are all new job description, the district would propose the reclassification of two employees currently performing many of the duties in two of these job descriptions and hiring only for the Technology Infrastructure and Learning Environment Support Technician.

[JD Technology Infrastructure & Learning Environment Support Technician.pdf \(162 KB\)](#)

[JD Technology Information Systems Support Technician.pdf \(203 KB\)](#)

[JD Education Technology Network Support Specialist.pdf \(178 KB\)](#)

JOB DESCRIPTION
TECHNOLOGY INFRASTRUCTURE & LEARNING ENVIRONMENT SUPPORT
TECHNICIAN
Range 29. (8) hours/12 Months

JOB SUMMARY:

Under the direction of the Director of Technology or other Technology Services administrator, assists in maintaining District standards for technology-assisted instruction and technology learning environment; provides ongoing assistance to district staff; performs a variety of tasks relative to assigned area of responsibility. The Technology Services Support Technician classification serves as on- and off-site technician and performs duties in the installation, support, and repair of computers, computer systems and software, local area networks, and other telecommunication devices.

REPRESENTATIVE DUTIES:

1. Assists in the repair and maintenance of computers, tablets and mobile devices, audio-visual equipment, software, and related peripherals devices;
2. Prepares software, hardware, and other devices needed for daily instructional use; adjusts software as needed to account for class and individual adjustments in curriculum based on site requests;
3. Troubleshoots, diagnoses, and repairs computer hardware and software, tablets and mobile devices and related software, and peripheral equipment;
4. Assists teachers in setting up and supporting on-site technology outside of the computer lab as needed;
5. Maintains computers for school use; imports, enters, and maintains user data and records for teachers;
6. Maintains a functional technology environment; performs preventive maintenance on computers and peripheral devices; performs regular cleaning of computer peripherals, mobile devices, and audio-visual equipment;
7. Serves as a technical resource to users and personnel; provides technical information and assistance by phone;
8. Works with Technology Services personnel to restore backed-up files and data in the event of a malfunction;
9. Participates in the imaging of computers, tablets, and mobile devices; loads specific software packages; joins and removes computers and devices from domains as needed;
10. Assists in maintaining the assigned site's website or web pages on the main District website;
11. Assists in presenting in-service training to parents, students, and staff, as directed;
12. Participates in maintaining an inventory of equipment and supplies;
13. Participates in maintaining a variety of records, including records of warranties and software licenses; contacts vendors for support for items under warranty;

14. Participates in maintaining a log of hardware and software problems; communicates with Technology Services for advanced troubleshooting help and submits support requests as needed; follows-up on reported problems as necessary;
15. Attends and participates in meetings, conferences, and seminars related to technology to maintain current knowledge of technological advances in the field.
16. May create communication and materials to support staff working in the district technology environment;
17. Performs related duties as assigned.

KNOWLEDGE AND ABILITIES

Knowledge Of:

1. Operation, maintenance, and capabilities of personal computers, peripheral equipment, and mobile devices;
2. Methods, practices, terminology, and procedures and operations used in computer operations;
3. Commonly used software such as G Suite for Education and Microsoft Office programs and internet browsers;
4. Basic local area networking functions and concepts;
5. Basic technology troubleshooting techniques;
6. Modern office practices, procedures, and equipment.
7. Principles of computer maintenance and preventive maintenance
8. Basic record-keeping techniques;
9. Basic instructional methods and techniques.

Ability To:

1. Operate computer hardware, software, peripheral equipment, and mobile devices;
2. Diagnose and troubleshoot technology related problems;
3. Differentiate between hardware and software problems;
4. Gather, read, analyze, and interpret data;
5. Maintain confidentiality of privileged information obtained in the course of work;
6. Exercise good judgment;
7. Work independently with minimal direction;
8. Provide information and assistance to staff members in a helpful, courteous and timely manner;
9. Communicate effectively, both orally and in writing;
10. Understand and follow oral and written directions;
11. Establish and maintain effective working relationships;
12. Read, interpret and follow rules, regulations, policies, and procedures;
13. Learn instructional programs, curriculum, methods, and procedures;

EDUCATION AND EXPERIENCE:

1. A minimum of 48 semester units or 72 quarter units of related college coursework is desirable.
2. One year of computer operations experience including the troubleshooting and maintenance of computer hardware and software desirable.

LICENSES AND OTHER REQUIREMENTS:

1. Valid California drivers' license required.

WORKING CONDITIONS:

1. Employees in this classification work primarily inside a computer repair workshop.

PHYSICAL ABILITIES:

1. Employees in this classification stand, walk, repetitively use fingers, use both hands simultaneously.
2. Lift and move objects weighing up to seventy-five (75) pounds.
3. Have depth perception and color vision or the ability to distinguish shades.
4. Speak clearly, and hear normal voice conversation.
5. Excessive stooping, bending, kneeling and reaching.

RIO SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
RIO PROVIDES A TOBACCO FREE ENVIRONMENT

Adopted by the Rio School District Governing Board on April 23, 1997

**Technology Information Systems
Support Technician**



JOB DESCRIPTION

TECHNOLOGY INFORMATION SYSTEMS SUPPORT TECHNICIAN **RANGE 33 (8) hours/12 Months**

JOB SUMMARY:

Under the direction of the Director of Technology or other Technology Services administrator, perform a variety of responsible and technical data control work in support of an assigned program or function within the Rio School District (RSD), including instructional programs, inventory data, student information system, library information system, personnel, business operations, or other specialized function; enter inventory, device insurance and student information and related program data from a variety of source documents; create a variety of lists and reports from input data; inspect files and records and update information as needed; perform a variety of research assignments and special projects as assigned; perform and assist in document workflows related to helpdesk information, shipping, and receiving; prepare and maintain logs, files and records; review and verify the accuracy and completeness of various documents; operate a computer workstation and a variety of other data processing equipment.

REPRESENTATIVE DUTIES:

1. Receive walk-in guests and telephone inquiries from a variety of individuals
2. Provide information about inventory, device insurances, programs, policies, and processes;
3. Resolve matters as appropriate, and direct inquiries and visitors to the proper person or office;
4. Perform technical data control and clerical duties related to assigned functions such as compiling information from a variety of sources and preparing complex reports as required. Communicate with other agencies or departments to provide or obtain a wide variety of information;
5. Enter inventory data, student information and related program data from a variety of source documents; update and modify information according to established procedures and program requirements;
6. Create a variety of lists and reports from input data; prepare and distribute letters and communiqués to staff and parents;
7. Prepare and maintain files; inspect files and records and update information as needed; verify paper records against computer records; assure proper enrollment and documentation of students in programs; digitize paper records
8. Receive and screen phone calls and visitors; provide information and direct inquiries and visitors to the proper person or office; provide technical information concerning policies and procedures of assigned program or office;
9. Perform a variety of research assignments and special projects as assigned; search files and contact individuals, departments, and agencies to gather required information; compile information and perform calculations as required;
10. Assist other office personnel with various office clerical and secretarial duties as assigned;

11. Prepare letters, memos, and forms, requesting, providing or verifying information; compose correspondence independently or from oral instructions; receive, screen and route mail;
12. Prepare, format, type, proofread and duplicate a variety of items including proposals, contracts, reports, agendas, minutes and student records;
13. Operate computers and peripheral equipment to enter, revise and update information; generate narrative, financial, and statistical records, reports, lists and summaries as needed; utilize various software applications as required by the position;
14. Prepare and maintain detailed and complex logs, files and records; maintain inventory on technology and device insurances; order and receive devices, supplies and materials as assigned; maintain the confidentiality of materials and information;
15. Assure timely distribution and receipt of a variety of records and reports; request or provide information as necessary; review and verify the accuracy and completeness of various documents and applications; assign proper codes to documents and enter into a computer system;
16. Operate a variety of office machines such as computers, printers, fax machines, copiers, and specialized equipment;
17. Attend meetings, workshops, and in-service training related to assigned duties, program and department; Perform related duties as assigned.

OTHER RELATED DUTIES:

1. May create communication and materials to support staff working in the district technology environment;
2. Performs related duties as assigned.

KNOWLEDGE AND ABILITIES

Knowledge Of:

1. Basic policies and procedures of the assigned program or department;
2. Operation of computers and related equipment;
3. Word processing, database, graphics, and other software applications used by the RSD Technology Services;
4. Methods and techniques of data entry;
5. Office practices, procedures, and equipment;
6. Common office clerical terminology, skills, and practices;
7. Basic financial and statistical accounting and record-keeping;
8. Record-keeping techniques, filing systems, and information management;
9. Correct English usage, grammar, spelling, punctuation, and vocabulary;
10. Operation of office machines, including a microcomputer and computer terminal;
11. Telephone techniques and etiquette; Interpersonal skills using tact, patience, and courtesy; and Oral and written communication skills.

Ability To:

1. Perform a variety of responsible and technical data control work in support of an assigned program or department;
2. Enter student information and related program data from a variety of source documents;
3. Create a variety of lists and reports from input data;
4. Inspect files and records and update information as needed;
5. Learn, apply, and explain basic laws, policies, and procedures related to assigned program or department;
6. Learn new software applications related to data entry;
7. Operate a computer terminal and a variety of other data processing equipment;
8. Read, interpret, apply and explain rules, regulations, policies, and procedures;
9. Learn the terminology of program or department;
10. Plan and organize work; Meet schedules and timelines;

11. Communicate effectively both orally and in writing;
12. Establish and maintain cooperative and effective working relationships with others;
13. Perform duties effectively with interruptions;
14. Maintain records and prepare reports;
15. Understand and follow oral and written directions;
16. Operate a variety of office equipment such as typewriter, computer terminal, word processing equipment, and copiers.

EDUCATION AND EXPERIENCE:

1. Any combination equivalent to: graduation from high school and two years of increasingly responsible experience involving the use of computer equipment and related software.

LICENSES AND OTHER REQUIREMENTS:

1. Must provide a certified certificate demonstrating the ability to type fifty-five (55) words per minute.
2. Some positions in this classification may be required to speak, read, and write a designated second language and/or possess a valid California driver's license.

WORKING CONDITIONS:

1. District Office environment.
2. Subject to many demands on time and constant interruptions.
3. Subject to sitting, bending or stooping, lifting and walking.
4. Subject to working in a school environment and exposure to sunlight and other outside conditions.
5. Subject to working at computer video workstation(s), operating computer keyboards, looking at computer video screens.

PHYSICAL ABILITIES:

1. Vision (which may be corrected) to read small print;
2. Hearing and speaking to communicate with others;
3. Perform work which is primarily sedentary;
4. Sitting or standing for extended periods of time;
5. Climbing stairs; Dexterity of hands and fingers to operate office equipment;
6. Bending, reaching overhead and above shoulders, and lifting and carrying objects weighing up to 30 pounds; and will be required to work at a computer screen terminal for prolonged periods.

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RIO PROVIDES A TOBACCO FREE ENVIRONMENT**



EDUCATION TECHNOLOGY/NETWORK SUPPORT SPECIALIST

(12) Months /RANGE 41

JOB SUMMARY:

Under the direction of the Director of Technology, provide technical support to teachers, administrators and classified staff in educational technology practices. Assist with training, guidance and support to beginning users, including advanced techniques to maximize learning engagement through the use of appropriate technology tools.

REPRESENTATIVE DUTIES:

1. Assists in researching and testing, related to acquiring, new hardware and software; provide support for administrators, teachers, and classified staff in adopting and using new technologies.
2. Provides guidance, training and support with digital resources to enhance digital literacy skills to support teaching and learning.
3. Assists employees with training and support in user awareness around data sensitivity and security.
4. Assists with the implementation of the District Technology Plan and works closely with staff and community to accomplish the implementation of goals.
5. Assists with the development and implementation of the District-wide master plan for training of staff; assists with training in all aspects of district hardware and software products.
6. Assists with the technology related coordination and development duties of district's pedagogical planning and support including the work with site staff when new technologies or organizational structures are developed and implemented.
7. Installs, maintains, and configures LAN's, WAN's microcomputers, data and telecommunications.
8. Responds to user requests for assistance and malfunction correction.
9. Establishes and maintains electronic communications and data transfer between district sites.
10. Reconfigures and upgrades hardware and software as appropriate; performs hardware assembly, installation, configuration, maintenance and repair of microcomputers, LAN's and WAN's.
11. Performs the more complex and technical systems designed to maintain and enhance assigned systems; assists with the overall design features and requirements of educational technology systems.
12. Serves as a technical resource to users; providing technical information and assistance by phone or on site.
13. Maintains a variety of records related to installation, configurations, inventory, cabling, equipment and maintenance and repair history, time worked and services provided.
14. Assists with analyzing software and hardware problems; needs and develops recommendations for possible solutions.
15. Disseminates current literature and research which contributes to the improvement of instruction using technology.

KNOWLEDGE AND ABILITIES:

Knowledge of:

1. Principles, basic operation, and installation of LAN's, WAN's, telecommunication systems and related software.
2. Configuration documentation techniques
3. Advanced commands and computer operating systems and standard applications and languages utilized by the District.
4. Internet navigation tools and e-mail systems.
5. Software maintenance, network performance tuning and system diagnostic software.
6. Systems design for voice video and data technologies.
7. Network and software maintenance and preventative maintenance techniques.
8. Network performance tuning and development of system support software.
9. Various software applications including word processing, spreadsheets, database management, telecommunications and graphics programs.

ABILITY TO:

1. Follow the District's technology plan.
2. Install, maintain and configure LAN's, WAN's, microcomputers, telecommunications and software applications systems.
3. Assist in the analysis of computer systems and requirements.
4. Perform research, analysis and evaluation of state-of-the-art hardware and software network technologies.
5. Develop, prepare and present technical briefings and specifications related to the implementation of LAN's within the District.
6. Assist with conducting training in all aspects of District hardware and software products.
7. Evaluate, test and adapt new information processing and communication techniques.
8. Setup and maintain microcomputer software and related systems and their applications.

EDUCATION AND EXPERIENCE:

1. Two years of college study in computer science, management information systems or a closely related field, supplemented by training and/ or coursework.
2. A combination of education and experience that demonstrates desired knowledge and ability.

LICENSES AND OTHER REQUIREMENTS:

1. A valid State of California Class driver's license is required.
2. CPR and Red Cross First Aid Certificates are desirable.

WORKING CONDITIONS:

1. Subject to sitting, bending, stooping, lifting and walking.
2. Subject to working at a computer workstation, operating computer keyboards looking at computer screen.
3. Manipulation of fingers for computer keyboards.
4. Subject to working in school environments and exposure to sunlight and other outside conditions.

PHYSICAL ABILITIES:

1. Ability to read fine print.
2. Speak at a reasonable volume to be able to be heard in person or by telephone.
3. Understand normal conversations and oral instructions.
4. Write legibly.

5. Use hands and fingers to operate a computer keyboard and mouse.
6. Sit or stand alternately for an eight hour day with designated breaks.
7. Bend or stoop to perform tasks such as filing and storage of materials.
8. Lift up to thirty pounds without assistance.

Rio School District is an Equal Opportunity/Affirmative Action Employer and Provides a Tobacco Free Environment

10.7



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.7 Approval of a 5% Salary Increase for BoardMembers
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the 5% Salary Increase for Board Members

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

In a school district in which the average daily attendance for the prior school year was 10,000 or less, but more than 1,000, each member of the city board of education or the governing board of the school district who attends all meetings held may receive as compensation for the member's services a sum not to exceed two hundred forty dollars (\$240) in any month.

On an annual basis, the governing board may increase the compensation of individual board members beyond the limits delineated in this section, in an amount not to exceed 5 percent based on the present monthly rate of compensation. An increase made pursuant to this subdivision shall be effective upon approval by the governing board.

Administrative Content

Executive Content

10.8



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.8 Adoption of the District Goals FY 2022/2023
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the RSD District Goals FY 2022/2023.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Following multiple iterations of input from all levels of the organization and community "educational partners", the District administration recommends the adoption of the these SMART goals.

Administrative Content

Executive Content

RIO SCHOOL DISTRICT 2022/23 ANNUAL GOALS - (DRAFT NOVEMBER 2022)

1. IMPROVE OVERALL STUDENT LEARNING OUTCOMES

CAASPP RESULTS
GRADE REPORTS
ELPAC RESULTS

2. DEVELOP AND IMPLEMENT IMPROVEMENT PLANS IN SAFETY AND STUDENT WELL BEING

YOUTH TRUTH SURVEY DATA
STUDENT DISCIPLINE DATA
BASELINE SCHOOL COUNSELOR DATA
BOND PASSAGE
FACILITIES IMPROVEMENTS
PLANNING, PREPAREDNESS IMPROVEMENTS

3. EXPAND AND IMPROVE PARENT/SCHOOL/DISTRICT COLLABORATION AND COMMUNICATION

YOUTH TRUTH SURVEY DATA
SUCCESS PLAN AND PARENT CONFERENCE OUTCOMES

11.2

**Agenda Item Details**

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of the Regular Board Meeting October 19, 2022
Access	Public
Type	Action (Consent), Minutes
Minutes	View Minutes for Oct 19, 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 October 19, 2022.

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
October 19, 2022
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

Eleanor Torres, Linda Armas, Kristine Anderson, 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-Rio Vista Student Lead

Rio Real ASB Student Bella Fernandez led the flag salute.

1.3 Roll Call

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

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Torres pulled the following items from the Consent Agenda into Discussion/Action:

Item 10.16 Contract with AMN Healthcare for Speech and Language Services and Item 10.17 Contact with 360 Degree for Speech and Language Services.

President Anderson also noted that Item 6.2 will be Rio Real ASB presenting, Item 10.10 Approval of Rio del Valle Middle School and Rio Vista Middle School Field Trip to Washington D.C. will be tabled and Item 10.12 Williams Quarterly Report has been corrected to zero complaints.

2.2 Approval of the Agenda

Staff recommends approval as amended

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

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 for closed session.

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

4. Closed Session

4.1 Consideration of Student Discipline- Stipulated Expulsion [Education Code 48918]
Student No. 6008023

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

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

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

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

Information: 5.1 Report of Closed Session

President Anderson reconvened the meeting at 6:22 p.m.

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

The board voted unanimously to approve the Stipulated Expulsion for Student 6008023; also the Governing Board voted unanimously to approve the release of Employee No. 4084.

President Anderson also stated they will reconvene into closed session at the end of the meeting.

6. Presentations/Recognitions

6.1 Recognition of Lisa Kelly and Ralph D'Olivera-Summer Art Academy Muralist's

Superintendent Puglisi introduced the district muralist, Ralph D'Olivera and Lisa Kelly. Both muralists along with Janine Mallette, Teacher, led students engaging in a series of murals during the Summer Art Academy. Students were also recognized.

6.2 Rio Vista ASB

Dr. Maria Hernandez, Principal and Ms. Leslie Hudson, Assistant Principal of Rio Real Dual Immersion Academy, presented their ASB students. Students provided the Governing Board with an update on the events and activities ASB offers.

6.3 Trimester 1 Outstanding Employee Recognitions

Superintendent Puglisi explained that the district site administrators were asked to nominate a classified and certificated staff member. Staff was invited to join via zoom. All will receive a certificate and have their picture taken and placed in the lobby area.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

Trustee Armas stated that she received an email that she forwarded to the other board members.

7.2 Board Member Reports

Board member reports were heard from Trustee Armas, Eisenhower and President Anderson.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Rizza Husband, Vice President, RTA and Elena Ramirez, President, CSEA.

7.4 Superintendent Report

Superintendent Puglisi reported on the items discussed at the Special Board Meeting regarding Facilities and Master Planning.

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

Public comments were heard from Victor Madera, Armando Vargas and Bianca Lucatero.

8. Information

8.1 Business Services Report

Mr. Saleh presented information regarding the Rio Lindo Restroom for TK/K needs.

8.2 Educational Services Report

Dr. Sonya Mercado, Director of District Programs, provided the Governing Board an update and information regarding the GATE program.

8.3 Human Resources Updates

Ms. Rocha, Director of Human Resources, presented information regarding recent COVID cases. An update on attendance to date and a new grant, Student Behavioral Health Incentive Program (SBHIP).

9. Discussion/Action

9.1 Approval of Leader in Me Contract for Rio Plaza School with Franklin Covey

Staff recommends board approval of Leader in Me contract with Franklin Covey.

Motion by Eleanor Torres, second by Linda Armas.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Felix Eisenhauer
No: Kristine Anderson

9.2 Approval of the Establishment of a Two Board Member Safety Subcommittee
Staff recommends approval of a Safety Subcommittee.

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

9.3 Appointment of Two Board Members to Participate in the Safety Sub Committee
Approval to appoint Two Board Members to participate in the Safety Sub Committee.

President Anderson nominated Trustee Felix Eisenhauer and Eleanor Torres to serve on the Safety Subcommittee.

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

10. Consent

10.1 Approval of the Consent Agenda
Staff recommends approval of the agenda, as amended.

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

10.2 Approval of the Minutes of the Regular Board Meeting of September 21, 2022

10.3 Approval of the Minutes of the Special Board Meeting of October 12, 2022

10.4 Approval of the October Personnel Report

10.5 Ratification of the Commercial Warrant for September 9, 2022 through October 7, 2022.

10.6 Ratification of MOU between Aspiranet, Rio School District and VCOE/SELPA for Special Education Mental Health

10.7 Contract with Therapy Travelers

10.8 Contract with ProCare Therapy for Speech & Language Services

10.9 Approval of Rio Vista Middle School Field Trip to CASL State Convention

10.10 Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.

This item was tabled.

10.11 Approval for Teachers to attend the NAEA National Convention April 13-15, 2023 in San Antonio, TX

10.12 Williams Quarterly Complaint Report
This item was corrected to reflect there were no complaints filed.

10.13 Contract with 360 Degree for School Psychologist Services

10.14 Non Public School – Passageway School

10.15 Ratification of EverDriven Technologies, LLC contract

10.16 Contract with AMN Healthcare for Speech & Language Services

10.17 Contract with 360 Degree for Speech and Language Services

10.18 Approval of the Purchase of Lunch Tables at Rio Del Sol from ULINE.

10.19 Request for Approval to start the bidding process for Project #22-12L, New Electrical Main Switchgear and Transformer Upgrade at Rio Del Valle.

10.20 Approval of Change Order for Project 22-06L from EJS Construction, Inc. for the Rio Plaza Shade Structure.

10.21 Ratification of Omega Construction's Proposal for the Modification of Rio Real Classroom #27 for a new exterior Door and Window

11. Organizational Business

11.1 Future Items for Discussion

Trustee Torres requested information regarding an increase to Board Member salaries.

11.2 Future Meeting Dates: November 16, 2022

12. Adjournment

12.1 Adjournment

President Anderson adjourned the Governing Board into closed session at 8:24 p.m.

President reconvened the meeting at 9:07 p.m.

As there was no action taken, President Anderson adjourned the meeting at 9:07 p.m.

Approved on this 16th day of November, 2022.

John Puglisi, Ph.D., Secretary

Date

Edith Martinez-Cortes, Clerk of the Board

Date

11.3

**Agenda Item Details**

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.3 Approval of the November Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	Administration is recommending approval of the November Personnel Report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Regular monthly personnel report.

PERS Report - November 16, 2022.pdf (66 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

November 16, 2022

Certificated Personnel Report

Certificated Resignation:

Ribeiro, Stephanie, School Psychologist, District 1.0 (FTE) Effective 11/01/2022

Certificated Ratification of Employment:

Kosters, Carrie, Multiple Subject Teacher, Rio del Norte 1.0 FTE, 3 Year contract Effective 10/27/2022T

Torres, Mario, Admin of Special Programs, District 1.0 FTE, Effective 10/31/2022

Johnson, Erika, Director of Pupil Personnel Services, District 1.0 FTE, Effective 10/13/2022

Classified Personnel Report

Classified Leave of Absence:

Zavala, Imelda, Campus Supervision Assistant, (4) hours & 40 minutes, Rio Real, effective 11/1/22 - 6/15/23

Classified Promotion:

Garcia, Ruth, from Food Service Worker I, (2) to Food Service Worker II, (5.5) hours, Rio Plaza, effective 10/31/22

Gomez, Abigail, from Food Service Worker II, (5.5) hours, Rio Rosales to District Translator, (8) hours, District Office, effective 11/7/22

Izquierdo, Fernanda, Secretary, (8) hours, District Office, effective 10/24/22

Martinez, Veronica, from Food Service Worker II, (5.5) hours to Food Service Manager (8) hours, Rio Del Mar, effective 10/31/22

Mendoza Torralba, Brenda, from Food Service Worker I, (3) hours, Rio Plaza, to Food Service Worker II, (5.5) hours, Rio Lindo effective 10/24/22

Peralta Barragan, Terresita, from Food Service Worker I, (3) hours, to Food Service Worker I, (4) hours, Rio Plaza, effective 10/17/22

Classified Ratification of Employment:

Duckett, Javon, Instructional Assistant/Special Education, (5.75) hours, Rio Del Valle, effective 10/17/22

Lopez, Maria, Campus Supervision Assistant, (3.75) hours, Rio Lindo, effective 11/1/22

Mauricio, Genevieve, Instructional Assistant/Special Education, (5.75) hours, Rio Del Valle, effective 10/17/22

Perez, Javier, Social Emotional Intervention Behavior Specialist, (8) hours, District Office, effective 10/24/22

Suarez, Gladys, Data Analyst (8) hours, District Office, effective 11/1/22

Classified Resignation:

Mendoza, Celena, Campus Supervision Assistant, (4.5) hours, Rio Del Valle, effective 10/28/22

Velasquez, Gabrielle, Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 11/4/22

Classified Involuntary Transfer:

Murphy, Hannah, from Instructional Assistant/Sped (5.75) hours, Rio Vista to Instructional Assistant/Sped, (5.75) hours, Rio Del Norte, effective 10/24/22

Classified Voluntary Transfer:

Ahmed, Yasmin, from Food Service Worker I, (3.25) hours to Food Service Worker I, (2) hours Rio Del Mar, effective 10/17/22

Silva, Alexandra, from Instructional Assistant/Sped, (5.75) hours, Rio Del Sol to Instructional Assistant/Sped, (5.75) hours, Rio Del Norte, effective 11/2/22

Confidential Promotion:

Lyon, Araceli, from Student & Family Support Specialist, (5.75) hours, to Administrative Secretary, (8) hours, District Office effective 10/17/22

11.4



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.4 Ratification of the Commercial Warrant for October 8, 2022 through November 3, 2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,962,761.60
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period October 8, 2022 through November 3, 2022

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,962,761.60 which includes processing payments for all funds of the District in the following amounts for the period October 8, 2022 through November 3, 2022.

Fund 010	General Fund	\$3,163,958.95
Fund 130	Cafeteria Fund	\$231,957.90
Fund 212	Building Fund Measure L	\$471,498.53
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$11,059.13
Fund 252	CAPITAL FACILITIES - COMMERCIAL	\$29,562.84
Fund 490	Capital Projects Fund for Blen	\$54,724.25
Less Unpaid Tax Liability		\$ <u>0</u>
Total:		\$3,962,761.60

Commercial Warrant_002.pdf (1,361 KB)

Administrative Content

Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046935	10/17/2022	Athens Administrators	010-2200	4,687.26	
5009046845	10/10/2022	J&C Books	010-4140	2,003.40	
5009046922	10/13/2022	Savvas Learning Company	010-4140	1,132.70	
5009046838	10/10/2022	AMAZON CAPITAL SERVICES	010-4200	6,457.78	
5009046842	10/10/2022	Franklin Covey	010-4200	161.54	
5009046909	10/13/2022	Heinemann	010-4200	6,287.55	
5009047009	10/20/2022	Open Up Resources	010-4200	546.98	
5009047091	10/27/2022	Open Up Resources	010-4200	2,187.90	
5009047164	11/03/2022	Open Up Resources	010-4200	170.00	
5009047167	11/03/2022	PERMA BOUND	010-4200	350.73	
5009046821	10/10/2022	Pimentel, Leslie T	010-4300	261.57	
5009046822	10/10/2022	Trujillo, Erin E	010-4300	42.35	
5009046823	10/10/2022	Martinez, Herman G	010-4300	100.00	
5009046826	10/10/2022	Fleming, Mary K	010-4300	87.53	
5009046827	10/10/2022	Lewis, Brandon C	010-4300	104.19	
5009046828	10/10/2022	Erickson, Adam L	010-4300	186.89	
5009046829	10/10/2022	Schuster, Lauren T	010-4300	376.80	
5009046833	10/10/2022	Raymond, Kirk L	010-4300	104.23	
5009046834	10/10/2022	Gray, Ethan T	010-4300	34.95	
5009046835	10/10/2022	Gaytan, Guadalupe	010-4300	8.74	
5009046836	10/10/2022	Muller, Francisco	010-4300	98.00	
5009046838	10/10/2022	AMAZON CAPITAL SERVICES	010-4300	15,290.03	
5009046843	10/10/2022	Green Thumb Nursery	010-4300	98.15	
5009046847	10/10/2022	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	010-4300	11,752.05	
5009046852	10/10/2022	CENGAGE LEARNING	010-4300	5,540.38	
5009046853	10/10/2022	ODP Business Solutions	010-4300	17,318.52	
5009046855	10/10/2022	Scholastic Inc.	010-4300	7,858.79	
5009046860	10/10/2022	Winsor Learning, Inc	010-4300	162.24	
5009046878	10/11/2022	SC FUELS	010-4300	3,238.52	
5009046881	10/11/2022	STEFANIE TERRAZAS	010-4300	1,547.84	
5009046884	10/11/2022	U.S. Bank Corporate Payment Systems	010-4300	191.77	
5009046889	10/13/2022	Algas	010-4300	30.74	
5009046892	10/13/2022	CCP Industries Inc.	010-4300	432.20	
5009046899	10/13/2022	Ralph D' Oliveira	010-4300	800.00	
5009046900	10/13/2022	Decker Equipment	010-4300	632.79	
5009046905	10/13/2022	eSPECIAL NEEDS	010-4300	108.87	
5009046910	10/13/2022	HOME DEPOT CREDIT SERVICES	010-4300	8,898.51	
5009046914	10/13/2022	Learning Without Tears	010-4300	683.56	
5009046915	10/13/2022	Open Up Resources	010-4300	497.64	
5009046916	10/13/2022	THE PARENT INSTITUTE	010-4300	518.00	
5009046923	10/13/2022	Southwest School & Office Supply	010-4300	808.45	
5009046930	10/13/2022	Vail Dunlap & Associates	010-4300	656.20	
5009046934	10/17/2022	AMAZON CAPITAL SERVICES	010-4300	9,731.25	
5009046940	10/17/2022	GIBBS INTERNATIONAL	010-4300	392.06	

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

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046941	10/17/2022	GLOBAL EQUIPMENT COMPANY	010-4300	8,207.46	
5009046942	10/17/2022	Green Thumb Nursery	010-4300	67.75	
5009046943	10/17/2022	Integrated Fire and Safety	010-4300	1,321.23	
5009046945	10/17/2022	LAKESHORE	010-4300	14,705.32	
5009046948	10/17/2022	Pacific Equipment	010-4300	894.98	
5009046951	10/17/2022	Skechers USA Inc.	010-4300	2,137.60	
5009046957	10/18/2022	C D W GOVERNMENT, INC.	010-4300	7,053.35	
5009046963	10/18/2022	GIBBS INTERNATIONAL	010-4300	4,505.29	
5009046965	10/18/2022	LAKESHORE	010-4300	27,901.29	
5009046967	10/18/2022	SOS Survival Products	010-4300	1,517.52	
5009046969	10/18/2022	U.S. Bank Corporate Payment Systems	010-4300	16,786.80	
5009046970	10/20/2022	Vasquez, Andre' J	010-4300	202.15	
5009046971	10/20/2022	Garcia, Lisette	010-4300	322.18	
5009046972	10/20/2022	Mosqueda, Margarita	010-4300	68.54	
5009046973	10/20/2022	Salas, Ruth V	010-4300	32.95	
5009046975	10/20/2022	AMAZON CAPITAL SERVICES	010-4300	3,854.24	
5009046990	10/20/2022	BARON INDUSTRIES	010-4300	222.65	
5009046992	10/20/2022	CDTF	010-4300	1,028.00	
5009046996	10/20/2022	Ewing Irrigation Products Inc	010-4300	64.06	
5009047001	10/20/2022	LAKESHORE	010-4300	3,177.76	
5009047003	10/20/2022	LISETTE GARCIA	010-4300	609.62	
5009047005	10/20/2022	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010-4300	93.41	
5009047006	10/20/2022	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	870.00	
5009047007	10/20/2022	NSS-NRS	010-4300	404.25	
5009047008	10/20/2022	O'Reilly Auto Parts	010-4300	31.10	
5009047010	10/20/2022	PARADISE CHEVROLET	010-4300	598.11	
5009047011	10/20/2022	PEARSON	010-4300	222.92	
5009047013	10/20/2022	Sam's Club Direct	010-4300	327.38	
5009047014	10/20/2022	SC FUELS	010-4300	3,088.98	
5009047015	10/20/2022	SCHOLASTIC	010-4300	2,607.35	
5009047016	10/20/2022	SCHOLASTIC	010-4300	555.03	
5009047017	10/20/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	1,233.28	
5009047024	10/24/2022	Mosqueda, Margarita	010-4300	257.40	
5009047026	10/24/2022	Erickson, Adam L	010-4300	119.92	
5009047028	10/24/2022	Aguilar, Linda	010-4300	87.80	
5009047029	10/24/2022	Folino, Michela A	010-4300	80.97	
5009047031	10/24/2022	Ash, Nathan E	010-4300	104.84	
5009047032	10/24/2022	AMAZON CAPITAL SERVICES	010-4300	2,738.34	
5009047042	10/24/2022	House Sanitary Supply	010-4300	1,748.71	
5009047043	10/24/2022	Javier Gomez	010-4300	449.42	
5009047044	10/24/2022	Kimball Midwest	010-4300	1,443.03	
5009047048	10/24/2022	ODP Business Solutions	010-4300	6,545.26	
5009047049	10/24/2022	SCHOLASTIC	010-4300	942.65	
5009047050	10/24/2022	SCHOOL HEALTH CORPORATION	010-4300	1,103.13	

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

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047051	10/24/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	159.15	
5009047057	10/24/2022	ZOO-PHONICS	010-4300	808.65	
5009047058	10/25/2022	Mark It Place	010-4300	1,177.55	
5009047059	10/27/2022	Garcia, Lisette	010-4300	292.68	
5009047060	10/27/2022	Cervantez, Sonia M	010-4300	120.44	
5009047065	10/27/2022	Steiner, Josh	010-4300	100.00	
5009047066	10/27/2022	Delaway, Ryan E	010-4300	93.39	
5009047067	10/27/2022	Erickson, Adam L	010-4300	137.48	
5009047072	10/27/2022	AMAZON CAPITAL SERVICES	010-4300	7,062.47	
5009047081	10/27/2022	DEMCO BIN 88623	010-4300	200.12	
5009047082	10/27/2022	FLINN SCIENTIFIC, INC.	010-4300	948.11	
5009047088	10/27/2022	Mark It Place	010-4300	383.72	
5009047090	10/27/2022	ODP Business Solutions	010-4300	14,171.15	
5009047092	10/27/2022	Organized Binder	010-4300	780.50	
5009047093	10/27/2022	OTC BRANDS, INC.	010-4300	121.64	
5009047100	10/31/2022	Aswell Trophy	010-4300	212.29	
5009047102	10/31/2022	DEMCO BIN 88623	010-4300	230.02	
5009047109	10/31/2022	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	010-4300	1,541.03	
5009047110	10/31/2022	LAKESHORE	010-4300	993.54	
5009047114	10/31/2022	MARGARITA MOSQUEDA	010-4300	1,411.28	
5009047117	10/31/2022	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	507.50	
5009047118	10/31/2022	ODP Business Solutions	010-4300	15,176.43	
5009047119	10/31/2022	PhySciRA	010-4300	30,400.00	
5009047120	10/31/2022	LESLIE PIMENTEL	010-4300	832.14	
5009047136	11/01/2022	Mark It Place	010-4300	286.89	
5009047140	11/01/2022	Sam's Club Direct	010-4300	299.52	
5009047148	11/03/2022	Advance Auto Parts	010-4300	64.24	
5009047149	11/03/2022	AUTO CITY GLASS	010-4300	266.40	
5009047150	11/03/2022	BARON INDUSTRIES	010-4300	46.53	
5009047151	11/03/2022	BOOKSOURCE	010-4300	15.68	
5009047153	11/03/2022	DE SOTO SALES	010-4300	131.73	
5009047157	11/03/2022	GIBBS INTERNATIONAL	010-4300	1,010.20	
5009047160	11/03/2022	Grainger	010-4300	1,000.67	
5009047170	11/03/2022	School Outfitters	010-4300	2,888.70	
5009047171	11/03/2022	SUPER DUPER PUBLICATIONS	010-4300	488.35	
5009047172	11/03/2022	ULINE	010-4300	192.06	
5009046837	10/10/2022	Ramirez, Manuel	010-4325	140.83	
5009047042	10/24/2022	House Sanitary Supply	010-4325	219.08	
5009046878	10/11/2022	SC FUELS	010-4360	506.54	
5009046906	10/13/2022	Ewing Irrigation Products Inc	010-4360	524.91	
5009046910	10/13/2022	HOME DEPOT CREDIT SERVICES	010-4360	1,595.69	
5009046948	10/17/2022	Pacific Equipment	010-4360	283.87-	
5009046954	10/17/2022	YAMA LAWNMOWER REPAIR	010-4360	27.92	
5009046990	10/20/2022	BARON INDUSTRIES	010-4360	162.95	

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

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ReqPay12a

Board Report

Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047014	10/20/2022	SC FUELS	010-4360	483.16	
5009047023	10/20/2022	YAMA LAWNMOWER REPAIR	010-4360	87.39	
5009047155	11/03/2022	Ewing Irrigation Products Inc	010-4360	1,004.57	
5009047161	11/03/2022	Green Thumb Nursery	010-4360	118.51	
5009046847	10/10/2022	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	010-4400	5,252.82	
5009046889	10/13/2022	Airgas	010-4400	68.53	
5009046901	10/13/2022	DELL MARKETING L.P. C/O DELL USA LP	010-4400	1,843.41	
5009046930	10/13/2022	Vall Dunlap & Associates	010-4400	4,820.78	
5009046932	10/13/2022	VIRCO MFG.	010-4400	3,517.57	
5009046945	10/17/2022	LAKESHORE	010-4400	8,347.81	
5009046957	10/18/2022	C D W GOVERNMENT, INC.	010-4400	2,921.39	
5009046965	10/18/2022	LAKESHORE	010-4400	14,137.46	
5009047001	10/20/2022	LAKESHORE	010-4400	6,697.89	
5009047037	10/24/2022	C D W GOVERNMENT, INC.	010-4400	17,096.02	
5009047075	10/27/2022	C D W GOVERNMENT, INC.	010-4400	171,755.00	
5009047158	11/03/2022	GigaKom	010-4400	9,997.59	
5009046918	10/13/2022	New Direction Solutions LLC Pro Care Therapy	010-5100	2,475.01	
5009046931	10/13/2022	Tammy Van Fleet, PHD, BCBAD	010-5100	218.38	
5009046949	10/17/2022	PASSAGEWAY, INC.	010-5100	6,860.00	
5009046974	10/20/2022	360 Degree Customer Inc.	010-5100	49,980.29	
5009047073	10/27/2022	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	313,064.03	
5009047085	10/27/2022	Jose Guzman HR Entertainment	010-5100	1,180.30	
5009047113	10/31/2022	Maxim Healthcare Staffing	010-5100	7,195.76	
5009047121	10/31/2022	New Direction Solutions LLC Pro Care Therapy	010-5100	1,767.86	
5009047138	11/01/2022	New Direction Solutions LLC Pro Care Therapy	010-5100	1,767.86	
5009047166	11/03/2022	PASSAGEWAY, INC.	010-5100	6,281.26	
5009046830	10/10/2022	Rivera, Cynthia Y	010-5200	386.87	
5009046831	10/10/2022	Amparan, Naomi A	010-5200	141.95	
5009046832	10/10/2022	Wheadon, Alexandria A	010-5200	125.00	
5009046857	10/10/2022	Stephanie Spyрка	010-5200	400.62	
5009046898	10/13/2022	CALIFORNIA MATHEMATICS COUNCIL	010-5200	520.00	
5009046969	10/18/2022	U.S. Bank Corporate Payment Systems	010-5200	14,990.22	
5009046999	10/20/2022	Kern County Supt. of Schools	010-5200	75.00	
5009047021	10/20/2022	Ventura County Office of Education Business	010-5200	100.00	
5009047022	10/20/2022	Ventura County Office of Education Business	010-5200	30.00	
5009047024	10/24/2022	Mosqueda, Margarita	010-5200	843.43	
5009047025	10/24/2022	Maria, Julie E	010-5200	306.94	
5009047030	10/24/2022	Rivera, Eugenia	010-5200	125.00	

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047061	10/27/2022	Mosqueda, Margarita	010-5200	50.00	
5009047062	10/27/2022	Ramirez, Jisela	010-5200	34.31	
5009047063	10/27/2022	Escobar, Hugo M	010-5200	15.00	
5009047068	10/27/2022	Beckman, Janelle	010-5200	37.88	
5009047069	10/27/2022	Melchor, Rosalinda	010-5200	177.50	
5009047070	10/27/2022	Magana, Ana	010-5200	22.00	
5009047097	10/31/2022	Rosales, Cesar	010-5200	291.25	
5009047098	10/31/2022	Hernandez, Oscar G	010-5200	141.25	
5009047129	10/31/2022	Wael Saleh	010-5200	565.74	
5009047130	11/01/2022	Vreeland, Leslie N	010-5200	10.57	
5009047131	11/01/2022	Allise Echele	010-5200	630.38	
5009047147	11/03/2022	Adam Erickson	010-5200	435.00	
5009047162	11/03/2022	Robert Guynn	010-5200	1,215.56	
5009047173	11/03/2022	Ventura County Office of Education Business	010-5200	140.00	
5009047174	11/03/2022	Ventura County Office of Education Business	010-5200	105.00	
5009047175	11/03/2022	Ventura County Office of Education Business	010-5200	25.00	
5009046882	10/11/2022	Twelve Practices LLC	010-5300	1,050.00	
5009046946	10/17/2022	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009046994	10/20/2022	SOUTHERN CALIF. EDISON	010-5520	19,946.75	
5009047103	10/31/2022	SOUTHERN CALIF. EDISON	010-5520	33,575.88	
5009046872	10/11/2022	THE GAS COMPANY	010-5530	454.37	
5009047040	10/24/2022	THE GAS COMPANY	010-5530	1,904.53	
5009046868	10/11/2022	CITY OF OXNARD	010-5540	28,697.29	
5009046869	10/11/2022	CULLIGAN WATER	010-5540	363.00	
5009046891	10/13/2022	California American Water	010-5540	310.00	
5009046928	10/13/2022	UNITED WATER CONSERVATION DIST	010-5540	7,733.19	
5009046956	10/18/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	510.00	
5009047152	11/03/2022	CULLIGAN WATER	010-5540	351.75	
5009046903	10/13/2022	E J Harrison & Sons	010-5560	20,318.18	
5009046938	10/17/2022	E J Harrison & Sons	010-5560	651.51	
5009046937	10/17/2022	City Of Oxnard-City Treasurer	010-5561	146.78	
5009046969	10/18/2022	U.S. Bank Corporate Payment Systems	010-5600	1,346.00	
5009047080	10/27/2022	De Lage Landen Financial Servi ces, Inc.	010-5600	421.46	
5009047149	11/03/2022	AUTO CITY GLASS	010-5600	159.84	
5009046851	10/10/2022	M/M Mechanical Inc.	010-5610	1,146.68	
5009046875	10/11/2022	M/M Mechanical Inc.	010-5610	11,071.08	
5009046940	10/17/2022	GIBBS INTERNATIONAL	010-5610	323.57	
5009046948	10/17/2022	Pacific Equipment	010-5610	84.45	
5009046954	10/17/2022	YAMA LAWNMOWER REPAIR	010-5610	27.91	
5009046963	10/18/2022	GIBBS INTERNATIONAL	010-5610	3,718.17	

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046976	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	440.00	
5009046977	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	194.43	
5009046978	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	255.56	
5009046979	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	125.00	
5009046980	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	1,333.97	
5009046981	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	286.73	
5009046982	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	879.36	
5009046983	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	492.50	
5009046984	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	3,195.00	
5009046985	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	2,160.00	
5009046986	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	2,204.27	
5009046987	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	1,720.00	
5009046988	10/20/2022	AMERICAN BUILDING COMFORT	010-5610	2,065.00	
5009046993	10/20/2022	COGGS TIRE SERVICE	010-5610	23.43	
5009047004	10/20/2022	M/M Mechanical Inc.	010-5610	5,766.25	
5009047020	10/20/2022	Velocity Truck Center	010-5610	540.78	
5009047023	10/20/2022	YAMA LAWMOWER REPAIR	010-5610	156.59	
5009047053	10/24/2022	Sonitrol	010-5610	145.39	
5009047084	10/27/2022	GREATAMERICA FINANCIAL SVCS	010-5610	322.63	
5009047123	10/31/2022	Reed Mechanical Systems Inc.	010-5610	645.00	
5009047128	10/31/2022	TELCOM, INC	010-5610	779.37	
5009047149	11/03/2022	AUTO CITY GLASS	010-5610	106.56	
5009047157	11/03/2022	GIBBS INTERNATIONAL	010-5610	4,470.37	
5009046917	10/13/2022	PRINTECH	010-5612	12,975.00	
5009046944	10/17/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	13,271.48	
5009046953	10/17/2022	XEROX CORPORATION	010-5612	7,356.46	
5009046890	10/13/2022	Burons Pretelled Pumping	010-5620	850.00	
5009047000	10/20/2022	L & L Roofing Inc.	010-5620	12,000.00	
5009047035	10/24/2022	Ron Obrien dba Bee Specialist	010-5620	250.00	
5009047094	10/27/2022	Overhead Door	010-5620	200.00	
5009047124	10/31/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	414.33	
5009047169	11/03/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	2,250.00	
5009046883	10/11/2022	United Site Services	010-5630	4,146.36	
5009046929	10/13/2022	United Site Services	010-5630	4,146.36	
5009046952	10/17/2022	United Site Services	010-5630	4,146.36	
5009046961	10/18/2022	Fence Factory Rentals	010-5630	98.33	
5009046841	10/10/2022	Durham Transportation	010-5800	2,344.05	
5009046844	10/10/2022	IXL Learning	010-5800	8,925.00	
5009046850	10/10/2022	Learning Priority, Inc	010-5800	4,950.00	
5009046862	10/11/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046863	10/11/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046864	10/11/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046865	10/11/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046866	10/11/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046867	10/11/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046870	10/11/2022	Fidelity Safety & Training LLC	010-5800	556.00	
5009046871	10/11/2022	Franklin Covey	010-5800	7,500.00	
5009046873	10/11/2022	Maria Laura Hendrix	010-5800	2,205.00	
5009046874	10/11/2022	Kelly Cleaning Supplies	010-5800	1,202.00	
5009046876	10/11/2022	Most Excellent Enterprises	010-5800	1,300.00	
5009046880	10/11/2022	Steve Sunnarborg	010-5800	975.00	
5009046893	10/13/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046894	10/13/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046895	10/13/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046896	10/13/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046897	10/13/2022	Stephen Clark	010-5800	250.00	
5009046904	10/13/2022	EdClub Inc.	010-5800	133.20	
5009046907	10/13/2022	FGL Environmental	010-5800	923.00	
5009046911	10/13/2022	IXL Learning	010-5800	7,522.00	
5009046918	10/13/2022	New Direction Solutions LLC Pro Care Therapy	010-5800	884.99	
5009046919	10/13/2022	Professional Tutors of America	010-5800	90.00	
5009046921	10/13/2022	RENAISSANCE LEARNING INC.	010-5800	216.50	
5009046924	10/13/2022	Student Support Service	010-5800	4,200.00	
5009046926	10/13/2022	TAFT ELECTRIC	010-5800	725.00	
5009046931	10/13/2022	Tammy Van Fleet, PHD, BCBAD	010-5800	606.62	
5009046933	10/13/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,450.00	
5009046939	10/17/2022	Luis Gerardo Guillen	010-5800	1,045.00	
5009046947	10/17/2022	Nee Quaison Sackey	010-5800	2,200.00	
5009046949	10/17/2022	PASSAGEWAY, INC.	010-5800	2,363.48	
5009046958	10/18/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046964	10/18/2022	Haynes Education Center (NPS) Star Academy	010-5800	130.00	
5009046966	10/18/2022	Lisa Kelly dba Murals by Lisa Kelly	010-5800	1,050.00	
5009046969	10/18/2022	U.S. Bank Corporate Payment Systems	010-5800	5,974.98	
5009046974	10/20/2022	360 Degree Customer Inc.	010-5800	1,169.51	
5009046989	10/20/2022	Auto Tech	010-5800	291.22	
5009046998	10/20/2022	John Gosnell DBA Gforce Printing	010-5800	1,125.28	

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047038	10/24/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009047039	10/24/2022	Fran Arner Costello,MA	010-5800	1,050.00	
5009047041	10/24/2022	Luis Gerardo Guillen	010-5800	2,100.00	
5009047043	10/24/2022	Javier Gomez	010-5800	3,700.00	
5009047045	10/24/2022	Lawrence A. Wolf	010-5800	4,037.50	
5009047046	10/24/2022	Most Excellent Enterprises	010-5800	1,600.00	
5009047052	10/24/2022	SERVICE PRO-FIRE PROTECTION	010-5800	900.00	
5009047053	10/24/2022	Sonitrol	010-5800	448.11	
5009047054	10/24/2022	Steve Sunnarborg	010-5800	1,200.00	
5009047055	10/24/2022	Ventura County Office of Education Business	010-5800	7,229.00	
5009047073	10/27/2022	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5800	6,000.17	
5009047074	10/27/2022	California Lutheran University CRLP	010-5800	15,000.00	
5009047075	10/27/2022	C D W GOVERNMENT, INC.	010-5800	60,487.75	
5009047076	10/27/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009047077	10/27/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009047078	10/27/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009047085	10/27/2022	Jose Guzman HR Entertainment	010-5800	719.70	
5009047086	10/27/2022	Imagine Learning, Inc.	010-5800	29,250.00	
5009047087	10/27/2022	John Tracy Center	010-5800	1,286.25	
5009047089	10/27/2022	OC Tech Innovations Corp	010-5800	2,520.00	
5009047095	10/27/2022	SCRIPPS NATIONAL SPELLING BEE	010-5800	182.50	
5009047096	10/27/2022	Steve Sunnarborg	010-5800	894.38	
5009047104	10/31/2022	Fernando Albert Salinas	010-5800	1,000.00	
5009047106	10/31/2022	Luis Gerardo Guillen	010-5800	900.00	
5009047107	10/31/2022	Golden State Alarms, Inc.	010-5800	13,550.02	
5009047111	10/31/2022	Lawrence A. Wolf	010-5800	8,925.00	
5009047113	10/31/2022	Maxim Healthcare Staffing	010-5800	703.27	
5009047116	10/31/2022	Nee Quaison Sackey	010-5800	1,450.00	
5009047121	10/31/2022	New Direction Solutions LLC Pro Care Therapy	010-5800	632.14	
5009047122	10/31/2022	Rain Master Irrigation Systems	010-5800	14.95	
5009047126	10/31/2022	Steve Sunnarborg	010-5800	1,150.00	
5009047135	11/01/2022	Learning Priority, Inc	010-5800	4,950.00	
5009047138	11/01/2022	New Direction Solutions LLC Pro Care Therapy	010-5800	632.14	
5009047144	11/01/2022	Dr. Elizabeth Yeager	010-5800	3,296.25	
5009047146	11/01/2022	ZWAAG Termite Control, Inc	010-5800	4,559.00	
5009047159	11/03/2022	Golden State Alarms, Inc.	010-5800	3,640.00	
5009047163	11/03/2022	Maria Laura Hendrix	010-5800	2,467.50	
5009047166	11/03/2022	PASSAGEWAY, INC.	010-5800	2,164.09	
5009047176	11/03/2022	Ventura County Office of Education Business	010-5800	14,883.17	

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047047	10/24/2022	Myers, Widders, Gibson, Jones	010-5802	1,294.08	
5009047112	10/31/2022	Live Scan Ventura	010-5804	676.00	
5009046861	10/11/2022	AT&T	010-5900	2,288.36	
5009046908	10/13/2022	Frontier Communications	010-5900	239.25	
5009046962	10/18/2022	Frontier Communications	010-5900	69.05	
5009047034	10/24/2022	AT&T	010-5900	71.33	
5009047056	10/24/2022	Windstream	010-5900	7,755.60	
5009047083	10/27/2022	Frontier Communications	010-5900	661.02	
5009047079	10/27/2022	CMRS-FP	010-5915	5,000.00	
5009046858	10/10/2022	VERIZON WIRELESS	010-5920	672.27	
5009046995	10/20/2022	EJS Construction, Inc	010-6102	25,916.77	
5009046849	10/10/2022	KENCO CONSTRUCTION SERVICES	010-6145	1,050.00	
5009047064	10/27/2022	Young, Russell	010-8699	90.00	
5009046824	10/10/2022	Lopez, Kimberlee A	010-9201	1,371.00	
5009046825	10/10/2022	Steiner, Josh	010-9201	1,644.00	
5009046888	10/13/2022	Gonzalez, Carlos	010-9201	1,840.00	
5009047071	10/27/2022	Perez, Javier	010-9201	1,040.00	
5009046839	10/10/2022	DELL MARKETING L.P. C/O DELL USA LP	010-9510	2,323.78	
5009046885	10/11/2022	Ventura County Office of Education Business	010-9510	703,920.00	
5009046886	10/11/2022	Ventura County Office of Education Business	010-9510	35,305.00	
5009046887	10/11/2022	Ventura County Office of Education Business	010-9510	108,692.00	
5009046957	10/18/2022	C D W GOVERNMENT, INC.	010-9510	506.32	
5009047087	10/27/2022	John Tracy Center	010-9510	1,050.00	
5009047105	10/31/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-9510	1,640.09	
5009046879	10/11/2022	SISC FINANCE	010-9516	10,311.69	
			010-9534	655,551.15	
5009047115	10/31/2022	United of Omaha Life Ins. Co.	010-9534	1,567.68	
5009046879	10/11/2022	SISC FINANCE	010-9537	30,776.11	
5009047127	10/31/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	83,143.33	
5009046854	10/10/2022	RISE VOLLEYBALL CLUB Attn: Kris Gullatt	Cancelled		200.00 *
Cancel	1	200.00	Total Number of Checks	312	3,163,958.95
5009046838	10/10/2022	AMAZON CAPITAL SERVICES	130-4300	406.20	
5009046853	10/10/2022	ODP Business Solutions	130-4300	123.04	
5009046959	10/18/2022	Environmental Health Division	130-4300	659.72	
5009047019	10/20/2022	U.S. Bank Corporate Payment Systems	130-4300	3,932.98	
5009047072	10/27/2022	AMAZON CAPITAL SERVICES	130-4300	4,391.50	
5009047090	10/27/2022	ODP Business Solutions	130-4300	278.48	
5009047099	10/31/2022	Acorn Appliance Service	130-4300	370.16	

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Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047118	10/31/2022	ODP Business Solutions	130-4300	1,621.64	
5009047140	11/01/2022	Sam's Club Direct	130-4300	319.88	
5009047165	11/03/2022	P & R Paper Supply Co., Inc.	130-4300	4,773.57	
5009046877	10/11/2022	Nasco Education LLC	130-4400	16,603.03	
5009046840	10/10/2022	Driftwood Dairy, Inc.	130-4710	153.97	
5009046902	10/13/2022	Driftwood Dairy, Inc.	130-4710	5,741.41	
5009046913	10/13/2022	Laubacher Farms, inc	130-4710	1,080.00	
5009046920	10/13/2022	Tri County Bread Service	130-4710	1,338.40	
5009046925	10/13/2022	SYSCO VENTURA, INC.	130-4710	27,847.89	
5009046927	10/13/2022	THE BERRY MAN, INC.	130-4710	12,079.15	
5009046960	10/18/2022	Driftwood Dairy, Inc.	130-4710	7,656.21	
5009046968	10/18/2022	THE BERRY MAN, INC.	130-4710	15,983.91	
5009047002	10/20/2022	Laubacher Farms, inc	130-4710	3,414.00	
5009047012	10/20/2022	Tri County Bread Service	130-4710	1,900.20	
5009047013	10/20/2022	Sam's Club Direct	130-4710	129.80	
5009047018	10/20/2022	SYSCO VENTURA, INC.	130-4710	40,035.88	
5009047036	10/24/2022	CDE/CASHIER'S OFFICE	130-4710	694.20	
5009047132	11/01/2022	Driftwood Dairy, Inc.	130-4710	6,608.50	
5009047134	11/01/2022	Laubacher Farms, inc	130-4710	1,740.00	
5009047139	11/01/2022	Tri County Bread Service	130-4710	2,702.40	
5009047140	11/01/2022	Sam's Club Direct	130-4710	344.57	
5009047141	11/01/2022	SYSCO VENTURA, INC.	130-4710	43,157.72	
5009047143	11/01/2022	Watkins Cattle Company	130-4710	4,212.60	
5009047154	11/03/2022	Driftwood Dairy, Inc.	130-4710	4,695.44	
5009046950	10/17/2022	Puretec Industrial Water	130-5600	123.05	
5009047168	11/03/2022	Puretec Industrial Water	130-5600	1,206.11	
5009046953	10/17/2022	XEROX CORPORATION	130-5612	316.42	
5009046955	10/18/2022	Acorn Appliance Service	130-5800	219.46	
5009047112	10/31/2022	Live Scan Ventura	130-5800	156.00	
5009046861	10/11/2022	AT&T	130-5900	25.58	
5009047034	10/24/2022	AT&T	130-5900	.80	
5009047165	11/03/2022	P & R Paper Supply Co., Inc.	130-9320	14,914.03	
Total Number of Checks			37	231,957.90	
5009047027	10/24/2022	Orleans, Mary F	212-4300	21.98	
5009047033	10/24/2022	A4E	212-5800	3,302.25	
5009047142	11/01/2022	US BANK	212-5800	3,900.00	
5009046848	10/10/2022	KBZ Architects	212-6101	6,500.00	
5009046936	10/17/2022	BLUE SKY RESTORATION	212-6202	44,275.83	
5009046991	10/20/2022	BLUE SKY RESTORATION	212-6202	26,950.85	
5009046995	10/20/2022	EJS Construction, Inc	212-6202	325,644.75	
5009047137	11/01/2022	NV/5 West, Inc.	212-6202	5,485.37	
5009047133	11/01/2022	KBZ Architects	212-6219	6,015.50	
5009047101	10/31/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	37,432.00	
5009046912	10/13/2022	KENCO CONSTRUCTION SERVICES	212-6290	11,970.00	

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

ESCAPE ONLINE

Page 10 of 11

Checks Dated 10/08/2022 through 11/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
Total Number of Checks			11	471,498.53	
5009047125	10/31/2022	Sage Realty Group	251-5800	9,500.00	
5009047156	11/03/2022	FASTSIGNS	251-5800	1,196.71	
5009047047	10/24/2022	Myers, Widders, Gibson, Jones	251-5802	362.42	
Total Number of Checks			3	11,059.13	
5009046859	10/10/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009046846	10/10/2022	JENSEN DESIGN & SURVEY	252-6135	8,981.25	
5009047108	10/31/2022	JENSEN DESIGN & SURVEY	252-6135	7,981.59	
Total Number of Checks			3	29,562.84	
5009047145	11/01/2022	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	2,350.00	
5009046997	10/20/2022	Fence Factory Rentals	490-6102	5,967.00	
5009046856	10/10/2022	Smith Mechanical Electrical	490-6202	45,357.25	
5009046849	10/10/2022	KENCO CONSTRUCTION SERVICES	490-6245	1,050.00	
Total Number of Checks			4	54,724.25	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	311	3,163,958.95
130	Cafeteria Fund	37	231,957.90
212	Building Fund Measure L	11	471,498.53
251	CAPITAL FACILITIES - RESIDENTI	3	11,059.13
252	CAPITAL FACILITIES COMMERCIAL	3	29,562.84
490	Capital Projects Fund for Blen	4	54,724.25
Total Number of Checks		355	3,962,761.60
Less Unpaid Tax Liability			.00
Net (Check Amount)			3,962,761.60

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

ESCAPE ONLINE

11.5



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.5 Approval of University Agreement with California State University East Bay
Access	Public
Type	Action (Consent)
Preferred Date	Nov 16, 2022
Absolute Date	Nov 16, 2022
Recommended Action	Administration is recommending approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: An agreement with California State University East Bay will allow the district to hire interns to teach while they continue to fulfill the requirements to obtain their credentials. Interns would only be hired if qualified candidates are not available for the vacancies. An agreement with CSUEB will also provide the district with opportunities to place student teachers into classrooms with qualified mentor teachers to meet the requirements of their credentialing coursework.

University Agreement CSU East Bay.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.

**California State University, East Bay
College of Education and Allied Studies**

Multiple Subject Teaching Credential
Single Subject Teaching Credential
Education Specialist Credential, Mild Moderate Disabilities
Education Specialist Credential, Moderate Severe Disabilities

MEMORANDUM OF UNDERSTANDING

**Student Teacher Under District Employment Contract (i.e., Intern)
Support, Mentoring and Supervision**

This MOU is an agreement between the Trustees of the California State University, hereinafter called the "TRUSTEES," on behalf of California State University, East Bay, hereinafter called "CSU East Bay" and the Rio School District ("District"), effective as of October 12, 2022.

1.0 Responsibilities Shared by the CSU East Bay and the District

- 1.2 CSU East Bay and the District share responsibility for providing each paid "Intern" with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special Education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners.
- 1.3 "Interns" who begin their District employment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.
- 1.4 "Interns" who are appointed at a time base of less than 1.00 or for less than a full year shall receive support that is commensurate with the percentage of their employment from the district. All Interns will receive full university support as mandated by the CTC.
- 1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.
- 1.6 The District certifies that "interns" do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high need areas.
- 1.7 The District ensures that the "intern" is teaching in his or her area of subject matter competence as evidenced by CSET or subject matter waiver.

2.0 CSU East Bay Personnel and Resource Support

- 2.1 CSU East Bay "Intern" Coordinator
CSU East Bay shall appoint a CSU East Bay "Intern" Coordinator to perform the following:
 - a. Support all CSU East Bay "Interns";
 - b. Assist and monitor all "Interns" and CSU East Bay's University Supervisors;
 - c. Work closely with the District's Employer Provided Mentors (EPM) by providing training to all CSU East Bay US and will coordinate training of EPM with the district; and

- d. Monitor the “intern’s” completion of the “Intern” Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

2.2. CSU East Bay University Supervisor

CSU East Bay shall designate a University Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards and accountability systems that drive the curriculum of public schools
- f. A corresponding teaching credential as the “Intern” will earn or an Administrative Services Credential (general education only)

3.0 District Personnel and Resource Support

3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each “Intern”. The EPM cannot be an administrator or evaluator of the “Intern”. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential same as the “Intern” will earn;
- b. Three years or more successful teaching experience; and
- c. English Learner (EL) Authorization.

3.2. CSU East Bay University Supervisor – Employee Provided Mentor Meetings

The “Intern”, the US and the EPM shall meet in person at least 3 times per semester to discuss the “Intern’s” progress.

3.3 Release Time

The District shall provide release time as needed for the “Intern” and EPM to meet. If there are no English learners in the “intern’s” assigned class(es), the District shall provide release time for the “intern” to observe and work with English learners in another class or school.

3.4 Employee Provided Mentor (EPM) Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay “Intern” Coordinator.

4.0 CSU East Bay-Provided Support, Mentoring, and Supervision Support

4.1 General Education and/or Special Education Observations by CSU East Bay University Supervisor:

4 visits to observe the “Intern” teaching, followed by one-on-one conferences totaling at least **8 hours per semester**.

4.2 English Learner (EL) Observations by University Supervisor:

2 visits to observe the “Intern” teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **4 hours per semester**.

4.3 Online Discussion Board, Email, and Phone Support by University Supervisor (US)
US will provide **10 hours** per academic year of support and mentoring via Blackboard Discussion Board, email, and phone.

4.4 Seminars:
“Interns” will attend a fieldwork or other support seminar each semester for a total of 2 semester units or **30 hours minimum**

4.5 “Intern” Support Record, or “My Internship Journal”:
“The “Intern” Coordinator will communicate with “Interns” by email and/or phone and will monitor their completion of the “Intern” Support Record using the “app” “My Internship Journal” for a total of **5 hours** per semester.

5.0 District-Provided Support, Mentoring, and Supervision

5.1 General Education and/or Special Education Support and Supervision by Employee Provided Mentor (EPM)

The EPM will provide a minimum of **13 hours** of support/mentoring and supervision per semester during school hours, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

5.2 English Learner Support and Supervision by Employee Provided Mentor

The EPM will provide a minimum of **5 hours** per semester of support and supervision related to English Learners during the school day.]

5.3 District and School Site Professional Development and Meetings

“Interns” will attend a minimum of **45 hours** per semester of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Development Seminars.

5.4 The EPM will be invited to use “My Internship Journal” by the CSU East Bay “Intern” Coordinator.

The EPM will use this program to approve support that is provided to the “Intern”.

6.0 Additional Support Provided by the CSU East Bay and District (Shared Responsibility)

6.1 The US, the EPM, and the “intern” will meet **3 hours per semester**.

6.2 Individualized “Intern” Plan (IIP)

a. The US, EPM, and the “Intern” shall develop the Individualized “Intern” Plan (IIP) during the first three weeks of school year.

b. The IIP will specify the support, mentoring, and supervision the “Intern” will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.

c. The plan shall be approved by the CSU East Bay “Intern” Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:

1. Observation of others teaching
2. Supervision of the "Intern"
3. Conferences, in person
4. Email or telephone conferences
5. Grade level/department meetings
6. Instructional planning
7. Logistical help before or after school (bulletin boards, seating arrangements)
8. Participation in District or Regional conferences
9. Review and discuss test results
10. Editing work-related writing (letters to parents, announcement, etc.)
11. Completion of interactive journal (Intern and either US or EPM)
12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers

- d. "Interns" are expected to attend all CSU East Bay classes; they may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.

7.0 "Intern" Contract with the Teacher Education Department at CSU East Bay

- a. Each "Intern" will sign a contract agreeing to terms and responsibilities that are congruent with this MOU.
- b. The "Intern" Contract will include the names of the CSU East Bay University Supervisor (US) and the Employer Provided Mentor (EPM)
- c. By signing the contract the "intern" acknowledges that the internship may be revoked if the terms are not met.

7.1 Individual "Intern" Profile

- a. CSU East Bay will maintain a computer-based Individual "Intern" Profile (IIP) for each Intern, summarizing the type and quantity of *Support/Mentoring and Supervision each Intern receives*
- b. CSU East Bay, the District, and the "Intern" will all provide information, as requested, to the CSU East Bay "Intern" Coordinator.
- c. "Intern" will register and provide all information online as required by the "Intern" Contract and this MOU.

7.2 "Intern" Support Record

- a. Each CSU East Bay "intern" will complete an online "Intern" Support Record using "My Internship Journal" that documents the support received from CSU East Bay and District personnel.
- b. The "Intern" Coordinator will monitor completion of the "Intern" Support Records using "My Internship Journal" for each "intern".

7.3 Oversight by Accreditation Coordinator

- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of Teacher Education, the Chair of the Department of Educational Psychology and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay University Supervisors and the performance of the District in meeting all requirements included in this MOU.
- b. The Accreditation Coordinator is responsible for reporting compliance with the "Intern" Support requirements to CTC.

7.4 Oversight by CSU East Bay Dean

The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel.

7.5 Oversight by District Administrator

Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if there are concerns about the performance of CSU East Bay personnel.

8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

- 8.1 This Agreement shall be in effect beginning with the 2022 - 2023 school year and shall be continuous and be in place for each subsequent academic year until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.
- 8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.]
- 8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions of this agreement or upon 30 day's advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.
- 8.4 CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.5 This Agreement shall be effective as of **October 12, 2022** and shall remain in effect for five (5) years, terminating on **June 30, 2027**.

9.0 General Provisions

- 9.1 **General Indemnity:** The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- 9.2 **Insurance Requirements** Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- 9.3 **Workers' Compensation insurance coverage** as required by the State of California.
- 9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.

- 9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of “Intern’s” start date.
- 9.6 All parties shall agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- 9.7 **Mandatory Instruction and Reporting:** Before a “Intern” is assigned to the District for placement, the CSU East Bay shall instruct such student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).
- 9.8 The District and CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- 9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
- 9.10 Nothing contained in this Agreement confers on either party the right to use the other party’s name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.
- 9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:|

District:

Rio School District
Erica Pizano, Credential Data Specialist
1800 Solar Drive, Oxnard, CA 93030
epizano@rioschools.org | (805) 485-3111 x2116

CSU East Bay:

Program Issues
College of Education & Allied Studies
Chris Chamberlain, Interim Associate Dean
Hayward, CA 94542
510-885-7607 | chris.chamberlain@csueastbay.edu

Contract Issues:

College of Education & Allied Studies
Robert Williams, Dean
Hayward, CA 94542
510-885-7439 | Robert.williams@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

California State University, East Bay agrees to the terms and conditions described in this document:

By _____	By _____
Authorized Signature	Authorized Signature
Date	Date
Robert Williams, Dean, College of Education & Allied Studies	Chris Chamberlain, Interim Associate Dean, CEAS

Rio School District agrees to the terms and conditions described in this document.

By: _____
Signature, District Representative Date

Printed Name & Title

By: _____
Signature, Teachers' Association Representative (if applicable) Date

Printed Name & Title

By: _____
Signature, School Board Certification (if applicable) Date

Printed Name & Title

Appendix A

“Intern” Support: A Shared Commitment to Excellence in Teaching
196 Hours of Support per School Year

CSU East Bay Support: University Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<p><u>Regular Ed/Special Ed: US Observations and Conferences</u></p> <ul style="list-style-type: none"> 8 observations of the “Intern” teaching and follow-up conferences (2 hours each) <p><u>EL: US Observations and Conferences</u></p> <ul style="list-style-type: none"> 4 observations of the “Intern” teaching EL and follow-up conferences (2 hours each) <p>Total 24 hours (1 hour per week)</p>	<p><u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u></p> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <p><u>EL: EPM Support and Supervision</u></p> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day (May include observations of EL in other classrooms) <p>Total 36 hours (1 hour per week)</p>	<p><u>“Intern”, US, EPM Meetings</u></p> <ul style="list-style-type: none"> The “intern”, the US and the EPM shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the “Intern’s” progress. During the first meeting the “intern”, the US and the EPM will develop an Individualized “Intern” Plan (IIP), describing the support, mentoring and supervision the “intern” will receive. The plan shall be approved by the CSU East Bay “Intern” Coordinator. <p>Total 6 hours</p>
<p><u>Seminars</u></p> <ul style="list-style-type: none"> Candidates will attend online and face-to-face fieldwork or other seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (minimum of two semester units) <p>Total 30 hours</p> <p><u>“Intern” Coordinator</u></p> <ul style="list-style-type: none"> The “Intern” Coordinator will communicate with interns by email and/or phone and will monitor their completion of the “Intern” Support Record using the “app” “My Internship Journal” <p>Total 10 hours</p>	<p><u>District or School-Sponsored Professional Development Meetings</u></p> <ul style="list-style-type: none"> “Interns” will attend a minimum of 90 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars. Candidate-initiated observations are also included. <p>Total 90 hours</p>	

Appendix B

The District and CSU East Bay will exchange the following contact information required in the "Intern" Support, Mentoring and Supervision of the Memorandum of Understanding in the MOU.

I. California State University, East Bay

A. Program Director Contact Information

Name:	Robert Williams
Title	Dean
Department:	College of Education & Allied Studies
Contact	Sarah Arnett
Telephone Number:	510-885-2272
Email:	sarah.arnett@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-235, Hayward, CA 94542

B. Intern Program Coordinator:

Name:	Chris Chamberlain
Title	Interim Associate Dean
Department:	College of Education & Allied Studies
Telephone Number:	510-885-7607
Email:	chris.chamberlain@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-111, Hayward, CA 94542

II. Rio School District

Program Director Contact Information:

Name:	Erica Pizano
Title	Credential Data Specialist
Department:	HR
Telephone Number:	(805) 485-3111 x2116
Email:	epizano@rioschools.org
Mailing Address:	Rio School District 1800 Solar Drive, Oxnard, CA 93030

A. Program Coordinator:

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	

11.6



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.6 Approval of 2022-2023 Salary Schedules
Access	Public
Type	Action (Consent)
Recommended Action	Administration recommends approval of this agenda item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Approval of the 5% raise during the 2021-2022 school year necessitates a change to the salary schedules to reflect current rates with the 5% now included. The salary schedules for all groups have been revised to include the on schedule 5% increase.

Certificated Management Salary Schedule 2022-2023.pdf (61 KB)

Certificated Teacher Salary Schedule 2022-2023.pdf (460 KB)

Classified Management Salary Schedule 2022-2023.pdf (60 KB)

Confidential Salary Schedule 2022-2023.pdf (47 KB)

Classified Salary Schedules 2022-23.pdf (477 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
Certificated Management Salary Schedule
2022/2023

Calendar	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
C192	Administrative Dean	192	88,126	92,533	97,187	102,017
C195	Psychologist	195	92,863	97,454	102,270	107,332
C200	Coordinator I, Reading First	200	91,798	96,390	101,207	106,267
C204	Coordinator II, Assessment/Technology Coordinator II, Curriculum and Instruction	204	97,919	102,814	107,956	113,354
C206	Assistant Principal, Middle School	206	105,680	110,881	116,344	122,077
C212	Principal, Elementary	212	117,918	123,733	129,838	136,248
C216	Principal, Middle School	216	124,039	130,159	136,585	143,331
C216	Administrator of Special Programs	216	116,276	122,091	128,196	134,606
C225	Director of Pupil Personnel Services	225	128,785	135,057	141,645	148,561
C225	Dir. of Innovations, Partnerships & Principal Support	225	128,785	135,057	141,645	148,561
C225	Director of School & System Improvement	225	128,785	135,057	141,645	148,561
C225	Director of Human Resources	225	139,605	146,389	153,493	160,965
C225	Assistant Superintendent Educational Services Assistant Superintendent Human Resources	225	146,662	153,794	161,285	169,140
C225	Assistant Superintendent of School & System Improvement	225	146,662	153,794	161,285	169,140

ANNIVERSARY INCREMENTS

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY OR PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 Years through 13 years - 4%
- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

EDUCATIONAL STIPEND

- Master \$1,000 annual
- Doctorate \$2,000 annual



**RIO SCHOOL DISTRICT
2022/2023**

**CERTIFICATED TEACHER SALARY SCHEDULE
185 Work Days**

CLASS	I	II	III	IV	V	
	BA permit credential	B.A.+ 30	B.A. + 45 or M.A.	B.A. + 60 or M.A.+ 15	B.A. +75 incl. M.A. or M.A. +30	
STEP 1	49,851	53,712	55,818	57,926	60,809	64,788
2	52,581	54,766	56,871	58,844	62,941	67,060
3	53,393	55,818	57,926	60,919	65,139	69,400
4	55,273	56,871	58,730	63,042	67,419	71,831
5	57,211	57,926	60,793	65,256	69,780	74,360
6	57,211	60,287	62,914	67,535	72,217	76,953
7	57,211	62,384	65,115	69,900	74,758	79,647
8	57,211	64,578	67,404	72,335	77,356	82,429
9	57,211	66,841	69,762	74,885	80,077	85,319
10	57,211	66,841	72,203	77,498	82,883	88,314
11	57,211	66,841	72,203	80,225	85,783	91,405
12	57,211	66,841	72,203	82,372	91,176	97,142

Anniversary Increments for years of service in the Rio School District

14th through 18th year	4.60%	86,161	95,371	101,610
19th through 24th year	6.40%	87,644	97,012	103,359
25th through 27th year	7.90%	88,880	98,379	104,816
28th Year	10%	90,609	100,294	106,856
29th Year	11%	91,433	101,206	107,827
30th Year	12%	92,257	102,118	108,799

Board Approved:

Effective 7-1-2022 5% salary increase

THE FOLLOWING CLASSIFICATIONS ARE USED IN DETERMINING TEACHER SALARIES

Class I
Permit Appropriate permit: BA degree.

Class I
Credential Appropriate credential: BA degree

Class II
Class III BA degree plus 45 semester hours subsequent to granting of BA
BA degree plus 45 semester hours subsequent to granting of BA
degree, or MA/MS degree

Class IV BA degree plus 60 semester hours subsequent to granting of BA
degree, or MA plus 15 semester hours subsequent to granting of
MA degree

Class V BA degree plus 75 semester hours subsequent to granting of BA
degree, including MA degree or a Specialist Credential; or
MA degree plus 30 semester hours subsequent to granting of MA
OR degree or Specialist Credential plus 30 semester units
subsequent to granting of Specialist Credential. A Specialist
Credential is defined, as one which requires a credential as a
prerequisite to the Specialist Credential. Examples of Specialist
Credential are: Bilingual Cross- Cultural , Reading Specialist,
Early Childhood, Gifted, Health Science, Mathematics,
Special Education: Learning Handicapped, Severely Handicapped.

Credits for increments will only be given for upper division or graduate work unless specifically approved by the Superintendent or designee. Teachers will be given credit or up to six (6) years of prior teaching experience in public schools. Starting step maximum is step 7 beginning in 1999/2000

Upon the approval of Superintendent, experience credit will be given on salary schedule for full-time, full-term experience in private schools as well as public school, provided the teacher held a valid appropriate state public school teacher credential at the time of the teaching experience.

To achieve credit for a year of teaching experience, a teacher must have taught for at least 75% of said year.

The teacher's work year is determined by contract.

Anniversary increments are added to the salary schedule at the beginning of the 14th, 19th, 25th, and 28th years of service to the Rio School District.



RIO SCHOOL DISTRICT
Classified Management Salary Schedule
2022/2023

Position	Step A	Step B	Step C	Step D	Step E
Asst. Supt. Business Services	12,205	12,849	13,491	14,166	14,947
Director of Technology	10,738	11,302	11,867	12,459	13,081
Director of Fiscal Services	9,356	9,823	10,312	10,828	11,371
Director of MOT	8,092	8,496	8,922	9,367	9,835
Director of Child Nutrition/Wellness	7,246	7,608	7,990	8,387	8,809
District Programs Director	7,246	7,608	7,990	8,387	8,809
Social Media Specialist	6,294	6,602	6,928	7,274	7,638
Coordinator I, NFL	5,979	6,276	6,592	6,922	7,267
Afterschool Program Coordinator	5,769	6,057	6,360	6,677	7,013
Farm to School Coor	5,712	5,997	6,297	6,611	6,944
Custodial/Ground Supervisor	5,258	5,521	5,797	6,087	6,391
Asst. Supervisor Food Services	4,509	4,735	4,974	5,222	5,483

ANNIVERSARY INCREMENTS:

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY or PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 Years through 13 years - 4%
- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

Educational Stipend:

- Master's \$1,000 annually
- Doctorate \$2,000 annually

Vacation:

1.75 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Board Approved: 8/17/2022

Effective 7-1-2022: 5% salary increase



RIO SCHOOL DISTRICT
Confidential Salary Schedule
2022-2023

Position	Step A	Step B	Step C	Step D	Step E
Executive Secretary to the Superintendent	5,084	5,336	5,605	5,885	6,177
Human Resources Specialist	4,845	5,091	5,344	5,612	5,892
Human Resources Credential/Data Specialist	4,845	5,091	5,344	5,612	5,892
Administrative Secretary	4,272	4,485	4,711	4,946	5,192
Human Resources Assistant	4,272	4,485	4,711	4,946	5,192

ANNIVERSARY INCREMENTS:

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY or PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 8%
- 22 years through 25 years - 10%
- 26 years through 29 years - 11%
- 30 + Years ----- - 12%

Professional Growth Stipend/Professional Program:

in accordance with California School Employees Association bargaining unit agreement

Vacation:

1.75 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Effective 7-1-2022: 5% salary increase

Board Approved: 08/17/2022



**Classified Salary Schedule
2022/2023**

Business Services	Range
Account Clerk I/ASB	29
Account Clerk II	31
Account Clerk III	33
Warehouse Worker/Delivery Driver	36
Microcomputer Network Support Technician	38
Purchasing Assistant	42
System Network Technician	42
Senior Accounting Specialist	43
Network Systems Administrator	44

Clerical	Range
Clerk Typist I	20
Clerk Typist II	23
Clerk Typist II Bilingual/Bi-literate	24
Clerk Typist III	25
Receptionist/Clerk	25
Student & Family Support Specialist	26
District Translator	29
Parent, Student & Teacher Liason	29
Secretary	29
School Office Manager/Elementary	32
School Office Manager/Secondary	33
Student Data Systems Specialist	34
Data Analyst	34
Department Manager	38
Senior Student Information Systems Specialist	40

Food Services	Range
Food Service I	20
Food Service II	23
Food Service Delivery Driver	28
Food Service Manager	30

Instructional	Range
Library Clerk/Elementary	21
Library Clerk/Secondary	24
District Library Clerk	27
Instructional Assistant	28
After School Program Specialist	28
Instructional Assistant/Bilingual	29
Instructional Assistant/Special Ed	29
Instructional Specialist - Behavior	32
After School Program Site Coordinator	32
Speech & Language Pathology Assistant	40
Social Emotional Behavior Intervention Specialist	50
Occupational Therapist	51



Maintenance, Operations & Transportation	Range
Custodian	29
Grounds Worker I	29
Bus Driver	30
Bus Driver Trainer	32
Maintenance Worker I	32
Bus Driver/Delivery Driver	33
Bus Driver/Maintenance	33
Maintenance Worker II	35
Lead Bus Driver/Utility Person	35
Lead Bus Driver/Instructor	37
Lead Bus Driver/Maintenance	40
Maintenance Worker III/Electrician	40
Maintenance Worker III/HVAC/Plumber	40
Maintenance Worker III/Locksmith	40
Maintenance Worker III/Technology	40
Vehicle & Equipment Mechanic/Maintenance	40
Lead Maintenance Worker	42
Service Worker	
	Range
Campus Supervision Assistant	18
School Campus Supervisor	22
NON-REPRESENTED	
Childcare	\$15.00
AVID Tutor	\$15.00



RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
18	2,255 13.01	2,442 14.09	2,630 15.17	2,818 16.26	3,005 17.34	3065.10 17.68	3125.20 18.03	3185.30 18.38	3305.50 19.07	3365.60 19.42	3395.65 19.59	3425.70 19.76
19	2,608 15.05	2,748 15.85	2,877 16.60	3,027 17.46	3,171 18.29	3234.42 18.66	3297.84 19.03	3361.26 19.39	3488.10 20.12	3551.52 20.49	3583.23 20.67	3614.94 20.86
20	2,676 15.44	2,804 16.18	2,951 17.03	3,084 17.79	3,246 18.73	3310.92 19.10	3375.84 19.48	3440.76 19.85	3570.60 20.60	3635.52 20.97	3667.98 21.16	3700.44 21.35
21	2,748 15.85	2,877 16.60	3,027 17.46	3,171 18.29	3,331 19.22	3397.62 19.60	3464.24 19.99	3530.86 20.37	3664.10 21.14	3730.72 21.52	3764.03 21.72	3797.34 21.91
22	2,804 16.18	2,951 17.03	3,084 17.79	3,246 18.73	3,415 19.70	3483.30 20.10	3551.60 20.49	3619.90 20.88	3756.50 21.67	3824.80 22.07	3858.95 22.26	3893.10 22.46
23	2,877 16.60	3,027 17.46	3,171 18.29	3,331 19.22	3,501 20.20	3571.02 20.60	3641.04 21.01	3711.06 21.41	3851.10 22.22	3921.12 22.62	3956.13 22.82	3991.14 23.03
24	2,951 17.03	3,084 17.79	3,243 18.71	3,415 19.70	3,598 20.76	3669.96 21.17	3741.92 21.59	3813.88 22.00	3957.80 22.83	4029.76 23.25	4065.74 23.46	4101.72 23.66
25	3,027 17.46	3,171 18.29	3,331 19.22	3,504 20.22	3,678 21.22	3751.56 21.64	3825.12 22.07	3898.68 22.49	4045.80 23.34	4119.36 23.77	4156.14 23.98	4192.92 24.19
26	3,084 17.79	3,246 18.73	3,415 19.70	3,598 20.76	3,763 21.71	3838.26 22.14	3913.52 22.58	3988.78 23.01	4139.30 23.88	4214.56 24.32	4252.19 24.53	4289.82 24.75
27	3,171 18.29	3,331 19.22	3,504 20.22	3,678 21.22	3,853 22.23	3930.06 22.67	4007.12 23.12	4084.18 23.56	4238.30 24.45	4315.36 24.90	4353.89 25.12	4392.42 25.34
28	3,246 18.73	3,415 19.70	3,598 20.76	3,763 21.71	3,949 22.78	4027.98 23.24	4106.96 23.69	4185.94 24.15	4343.90 25.06	4422.88 25.52	4462.37 25.74	4501.86 25.97
29	3,331 19.22	3,504 20.22	3,678 21.22	3,853 22.23	4,052 23.38	4133.04 23.84	4214.08 24.31	4295.12 24.78	4457.20 25.72	4538.24 26.18	4578.76 26.42	4619.28 26.65
30	3,415 19.70	3,598 20.76	3,763 21.71	3,949 22.78	4,150 23.94	4233.00 24.42	4316.00 24.90	4399.00 25.38	4565.00 26.34	4648.00 26.82	4689.50 27.06	4731.00 27.29
31	3,504 20.22	3,678 21.22	3,853 22.23	4,052 23.38	4,245 24.49	4329.90 24.98	4414.80 25.47	4499.70 25.96	4669.50 26.94	4754.40 27.43	4796.85 27.67	4839.30 27.92
32	3,598 20.76	3,763 21.71	3,949 22.78	4,150 23.94	4,355 25.13	4442.10 25.63	4529.20 26.13	4616.30 26.63	4790.50 27.64	4877.60 28.14	4921.15 28.39	4964.70 28.64
33	3,678 21.22	3,853 22.23	4,052 23.38	4,245 24.49	4,466 25.76	4555.09 26.28	4644.40 26.80	4733.72 27.31	4912.35 28.34	5001.66 28.86	5046.32 29.11	5090.98 29.37
34	3,763 21.71	3,949 22.78	4,150 23.94	4,355 25.13	4,575 26.39	4666.50 26.92	4758.00 27.45	4849.50 27.98	5032.50 29.03	5124.00 29.56	5169.75 29.83	5215.50 30.09
35	3,853 22.23	4,052 23.38	4,245 24.49	4,466 25.76	4,692 27.07	4785.84 27.61	4879.68 28.15	4973.52 28.69	5161.20 29.78	5255.04 30.32	5301.96 30.59	5348.88 30.86
36	3,949 22.78	4,150 23.94	4,355 25.13	4,575 26.39	4,806 27.73	4902.12 28.28	4998.24 28.84	5094.36 29.39	5286.60 30.50	5382.72 31.05	5430.78 31.33	5478.84 31.61



RANGE NUMBER	STEP	STEP	STEP	STEP	STEP	6-9 yrs	10-13	14-17	18-21	22-25	26-29	30+
	A	B	C	D	E	2%	4%	6%	10%	12%	13%	14%
37	4,052	4,245	4,466	4,692	4,933	5031.66	5130.32	5228.98	5426.30	5524.96	5574.29	5623.62
	23.38	24.49	25.76	27.07	28.46	29.03	29.60	30.17	31.31	31.88	32.16	32.44
38	4,150	4,355	4,575	4,806	5,037	5137.74	5238.48	5339.22	5540.70	5641.44	5691.81	5742.18
	23.94	25.13	26.39	27.73	29.06	29.64	30.22	30.80	31.97	32.55	32.84	33.13
39	4,245	4,466	4,692	4,933	5,169	5272.38	5375.76	5479.14	5685.90	5789.28	5840.97	5892.66
	24.49	25.76	27.07	28.46	29.82	30.42	31.01	31.61	32.80	33.40	33.70	34.00
40	4,355	4,575	4,806	5,037	5,312	5418.24	5524.48	5630.72	5843.20	5949.44	6002.56	6055.68
	25.13	26.39	27.73	29.06	30.65	31.26	31.87	32.49	33.71	34.32	34.63	34.94
41	4,466	4,692	4,933	5,169	5,422	5530.79	5639.23	5747.68	5964.57	6073.02	6127.24	6181.47
	25.76	27.07	28.46	29.82	31.28	31.91	32.53	33.16	34.41	35.04	35.35	35.66
42	4,575	4,806	5,037	5,312	5,563	5674.65	5785.92	5897.18	6119.72	6230.99	6286.62	6342.25
	26.39	27.73	29.06	30.65	32.10	32.74	33.38	34.02	35.31	35.95	36.27	36.59
43	4,692	4,933	5,169	5,422	5,697	5810.94	5924.88	6038.82	6266.70	6380.64	6437.61	6494.58
	27.07	28.46	29.82	31.28	32.87	33.53	34.18	34.84	36.15	36.81	37.14	37.47
44	4,806	5,037	5,312	5,563	5,834	5950.68	6067.36	6184.04	6417.40	6534.08	6592.42	6650.76
	27.73	29.06	30.65	32.10	33.66	34.33	35.00	35.68	37.02	37.70	38.03	38.37
45	4,933	5,169	5,422	5,697	5,979	6098.68	6218.26	6337.85	6577.01	6696.59	6756.38	6816.17
	28.46	29.82	31.28	32.87	34.50	35.19	35.88	36.57	37.95	38.63	38.98	39.32
46	5,037	5,312	5,563	5,834	6,125	6247.50	6370.00	6492.50	6737.50	6860.00	6921.25	6982.50
	29.06	30.65	32.10	33.66	35.34	36.04	36.75	37.46	38.87	39.58	39.93	40.28
47	5,169	5,422	5,697	5,979	6,278	6403.56	6529.12	6654.68	6905.80	7031.36	7094.14	7156.92
	29.82	31.28	32.87	34.50	36.22	36.94	37.67	38.39	39.84	40.57	40.93	41.29
48	5,312	5,563	5,834	6,125	6,436	6564.72	6693.44	6822.16	7079.60	7208.32	7272.68	7337.04
	30.65	32.10	33.66	35.34	37.13	37.87	38.62	39.36	40.84	41.59	41.96	42.33
49	5,422	5,697	5,979	6,278	6,595	6726.90	6858.80	6990.70	7254.50	7386.40	7452.35	7518.30
	31.28	32.87	34.50	36.22	38.05	38.81	39.57	40.33	41.85	42.61	43.00	43.38
50	5,491	5,764	6,052	6,356	6,673	6806.12	6939.58	7073.03	7339.94	7473.39	7540.12	7606.84
	31.68	33.25	34.92	36.67	38.50	39.27	40.04	40.81	42.35	43.12	43.50	43.89
51	6,556	6,884	7,228	7,589	7,969	8127.97	8287.34	8446.72	8765.46	8924.83	9004.52	9084.20
	37.82	39.71	41.70	43.78	45.97	46.89	47.81	48.73	50.57	51.49	51.95	52.41

Anniversary Increments

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 10%
- 22 years through 25 years - 12%
- 26 years through 29 years - 13%
- 30 years----- - 14%

Effective 7-1-2021: 5% salary increase
Board Approved: 9/21/22

Vacation

- 0 through 4 years 1.00 day per month 12 days per 1.0 FTE annually
- 5 through 9 years 1.25 days per month 15 days per 1.0 FTE annually
- 10 through 14 years 1.50 days per month 18 days per 1.0 FTE annually
- 15 through 19 years 1.75 days per month 21 days per 1.0 FTE annually
- 20 ----- 2.00 days per month 24 days per 1.0 FTE annually

Effective 10-4-22 (Ratified)

11.7



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.7 Ratification of MOU Between County of Ventura Behavioral Health Department and Rio School District for Special Education Mental Health Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	135,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Starting in the 2022/2023 school year, federal and state mental health funding allocations will be going directly to school districts instead of the Special Education Local Plan Area (SELPA) to be used for mental health services for special education students as delineated in their Individual Education Plans (IEPs). This agreement will be in effect starting July 1, 2022 and will ensure that Educationally Related Social Emotional Services (ERSES) which may include assessments, individual therapy, group therapy, collateral services and case management are provided.

VCBH ERSES MOU.docx.pdf (136 KB)

Administrative Content

Executive Content

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL
EDUCATION MENTAL HEALTH SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL EDUCATION MENTAL HEALTH SERVICES ("MOU") is made and entered into as of July 1, 2022 by and among Rio School District ("LEA") and the County of Ventura, acting through its Behavioral Health Department ("COUNTY"). Hereinafter, LEA and COUNTY may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Ventura County Special Education Local Plan Area ("SELPA") is part of the Ventura County Office of Education ("VCOE"), which is the local agency responsible for performing functions such as the receipt and distribution of funds, providing administrative support to local education agencies, and coordinating SELPA implementation pursuant to California Education Code section 56195.1(c)(2).

WHEREAS, VCOE SELPA and LEA are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education in accordance with the federal Individuals with Disabilities Education Act ("IDEA") and California Education Code sections 56195 et seq. and 56205.

WHEREAS, VCOE SELPA previously contracted with COUNTY for the provision of educationally related mental health services, also referred to as Educationally Related Social Emotional Services ("ERSES"), to students pursuant to individualized education programs on behalf of local education agencies in Ventura County; however, due to a change in law, local education agencies will receive funding directly, rather than through VCOE SELPA, for the provision of educationally related mental health services and therefore now needs to contract directly with COUNTY for the provision of educationally related mental health services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, and with regard to the above recitals, the Parties agree as follows:

- 1. Array of Services:** Upon LEA's request, COUNTY agrees to provide to LEA educationally related mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student's individualized education program. This MOU is not intended to make COUNTY a "public agency" within the meaning of the IDEA or related case law, nor is it intended to make COUNTY subject to the due process mandates of the IDEA.

2. Funding of Services:

- a. Notwithstanding anything in this MOU to the contrary, LEA agrees to reimburse COUNTY for the provision of all educationally related mental health services which it provides pursuant to a student's individualized education program according to the rates set forth in Exhibit "A" (Schedule of Fees), attached hereto and incorporated herein by this reference. The rates set forth in Exhibit "A" (Schedule of Fees) are not set by law but have been negotiated between VCOE and LEA.
 - b. COUNTY will bill LEA for indirect costs using the flat rate of 15% after the total for services has been determined.
 - c. COUNTY will pass through to the LEA the costs, net of other revenue, for Collaborative Educational Services (COEDS) paid by VCBH to Aspiranet for Medi-Cal eligible clients.
 - d. Subject to all applicable laws, COUNTY agrees to use its reasonable best efforts to maximize to the extent possible other sources of county, state, or federal funding, including, but not limited to, funding from Medi-Cal. Such funding and/or reimbursements received by COUNTY for provision of educationally related mental health services shall offset any amount LEA is required to pay under this MOU. COUNTY shall provide LEA a basic accounting of the funding or reimbursements it receives when submitting any invoices to LEA.
 - e. Billing and Payment. COUNTY will invoice LEA on a quarterly basis for all educationally related mental health services performed by COUNTY pursuant to this MOU. COUNTY will send via U.S. Mail the quarterly invoice to LEA within 45 days of the end of each quarter during the term of this MOU. Upon finding that COUNTY has satisfactorily performed the services, LEA shall make payment to COUNTY within 30 days of its receipt of each quarterly invoice.
3. **Privacy:** The Parties acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. Law. No. 14-109), the California Confidentiality of Medical Information Act (Cal. Civ. Code, § 56 et seq.), student records under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g), and under provisions of state law relating to privacy. The Parties shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws and all other applicable confidentiality and privacy laws.
4. **Student Data Privacy:** The Parties acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the LEA pursuant to compliance with all applicable statutes, including the FERPA (20 U.S.C. § 1232g), Protection of Pupil Rights Amendment

("PPRA") (20 U.S.C. 1232h), Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501-6506), Student Online Personal Information Protection Act ("SOPIPA") (Cal. Bus. & Prof. Code, § 22584), California Education Code Section 49073.1, and other applicable California State laws which may be amended from time to time.

5. Indemnification:

- a. COUNTY's Indemnity Obligation. To the fullest extent permitted by California law, COUNTY shall at its sole expense indemnify, protect, defend and hold harmless LEA its officers, agents, employees, elected board members, and volunteers from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the negligence, recklessness, or willful misconduct by COUNTY, its officers, agents, employees or subcontractors. This obligation to indemnify and defend LEA and its members' as set forth herein is binding on the successors and assigns of COUNTY and shall survive the termination of this MOU.
- b. LEA's Indemnity Obligation. To the fullest extent permitted by California law, LEA shall at its sole expense indemnify, protect, defend and hold harmless COUNTY, its officers directors, board of supervisors, employees, agents and volunteers from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the negligence, recklessness, or willful misconduct by LEA or by any individual or entity for which LEA is legally liable, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on LEA real property while services under this MOU are being rendered at any VCOE site. This obligation to indemnify and defend COUNTY, its providers, employees, and agents as set forth here is binding on the successors and assigns of VCOE and shall survive the termination of this MOU.

6. Required Insurance

- a. General Liability Insurance: COUNTY represents to LEA that COUNTY is legally self-insured for its general liability, property damage, and abuse and molestation risk for two million dollars (\$2,000,000.00) per occurrence and four million dollars

(\$4,000,000.00) aggregate. COUNTY's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the COUNTY or under the COUNTY'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this MOU.

- b. Workers Compensation Insurance. COUNTY is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance. COUNTY shall procure and maintain, during the term of this MOU, professional liability/errors and omissions insurance covering its Providers in the following amounts:
 - \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate.
- d. Automobile Insurance. COUNTY shall procure and maintain, during the term of this MOU, commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance. COUNTY shall procure and maintain, during the term of this MOU, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by COUNTY in this MOU and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. COUNTY will provide to LEA annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with LEA on or before commencement of Services under this MOU.
- g. LEA Named as Additional Insured. COUNTY'S commercial general liability insurance shall name LEA, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by COUNTY for a period of five (5) years following termination of

this MOU. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this MOU and will cover COUNTY for all claims made.

- i. Failure to Procure Insurance. Failure on the part of COUNTY to procure or maintain required insurance shall constitute a material breach of contract under which LEA may immediately terminate this MOU.
7. **Legal Fees.** In the event COUNTY and/or its Behavioral Health Department is named as a party to an IDEA due process hearing, LEA will pay for the legal fees incurred by COUNTY and/or its Behavioral Health Department.
 8. **Non-Exclusivity.** During this term of this MOU, LEA may, independent of its relationship with COUNTY, and without breaching this MOU or any duty owed to COUNTY, contract with other individuals and entities to obtain the same or similar services as COUNTY are rendering for LEA.

During this the term of this MOU, COUNTY may, independent of its relationship with LEA, and without breaching this MOU or any duty owed to LEA, contract with other individuals and entities to render the same or similar services that COUNTY renders for LEA.

9. **Integration.** This MOU represents the entire understanding of LEA and COUNTY as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder, including that certain memorandum of understanding between COUNTY, LEA and VCOE SELPA for the provision of children's special education mental health services executed on or about July 27, 2020. This MOU may not be amended, modified, or altered except as provided in Section 17.
10. **Laws and Venue.** This MOU 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 MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.
11. **Implementation Responsibility; Force Majeure.**
 - a. The signatories of this MOU or their designees shall be responsible for assuring the agreements included in this MOU are implemented.
 - b. Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws

and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

- c. Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any force majeure or any condition or contingency listed above.

12. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than LEA and COUNTY.

13. Severability. The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

14. Term. This MOU shall be in effect from July 1, 2022 through June 30, 2023. This MOU shall terminate as of the close of business on June 30, 2023. However, this MOU may be extended by mutual written agreement of the parties executed pursuant to Section 17 for two additional one-year periods.

15. Dispute Resolution. The Parties agree that the following process will be used to address disputes regarding the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2022, and for any extension of this MOU beyond June 30, 2023, the Parties will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding mediation. The Parties will use the following process:

- a. A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the Party initiating the dispute ("Initiating Party") to the "Non-Initiating Party" and the mediator.
- b. If the issue is not resolved within 5 business days, then the Initiating Party shall request that the mediator be contacted to schedule a mediation between the Parties.
- c. No later than 30 calendar days after mediation (or such other time agreed to by the Parties), a resolution plan between the Parties will be developed.
- d. The responsible COUNTY and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.

e. The costs for this service shall be shared equally between the Parties.

16. Termination. Either Party may terminate this MOU without cause by giving to the other Party 30 days written notice of such intent to terminate.

17. Amendment. This MOU may be amended only by the mutual consent of each Party if such amendment is in written form, is executed with the same formalities as this MOU or in accordance with delegated authority therefore, and is attached to the original MOU to maintain continuity.

18. Notice. Any notice, communication, amendments, additions or deletions to this MOU, including change of address of either Party during the term of this MOU, which any Party shall be required or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective Party as follows:

If to LEA: Rio School District ATTN: Erika Johnson, Director of Pupil Services 1800 Solar Drive Oxnard, CA 93030 PHONE: (805) 485-1442 EMAIL: ejohnson@rioschools.org	If to COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH ATTN: Curtis Heath, Contracts Administrator 1911 Williams Drive, No. 200 Oxnard, CA 93036 PHONE: 805-981-7551 EMAIL: Curtis.heath@ventura.org
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19. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

20. Digital Signatures. The Parties agree that this MOU may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and California Civil Code section 1633.7.

21. Authority to Execute. Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations set forth in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives in the County of Ventura, California.

Rio School District

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF VENTURA

By: _____

Name: Scott Gilman, MSA

Title: Behavioral Health Director

Date: _____

Exhibit "A" Schedule of Fees

Typical Services Delivered

Service Description ¹	² Typical service level (includes both direct and non-direct time)	Typical Annual Cost
Individual Counseling	90 minutes a month	\$ 4,536.00
Counseling and Guidance Services	30 minutes a month	\$ 1,512.00
Social Work Services	45 minutes a month	\$ 2,268.00
Parent Counseling and Training	15 minutes a month	\$ 756.00
Aspiranet COEDs Services ³		
	SUBTOTAL	\$ 9,072.00
		\$ 1,360.80
		<u>\$ 10,432.80</u>

15% indirect cost⁴

Typical Annual Cost per Student

¹Actual Services may vary based on individual need. LEA will be responsible for only actual services provided and will be billed for actuals by the minute at the rate specified in the rate table attached. Medi-Cal (FFP) Funding will be calculated and applied to each quarterly invoice, net will be due to County .

²Typical service level includes face to face and other time.

³Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁴Indirect costs of 15% will be added to each invoice total.

RATE SCHEDULE

Services provided by VCBH	Cost per minute
Individual Counseling	\$ 4.20
Counseling and Guidance Services	\$ 4.20
Social Work Services - Case Management / ICC	\$ 3.10
All other Social Work Services	\$ 4.20
Parent Counseling and Training	\$ 4.20
Aspiranet COEDs Services ³	\$-

⁴Indirect costs of 15% will be added to each invoice

³Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁵County may adjust rates with 30 days' notice to LEA.

11.8



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.8 Approval of Community Engagement Initiative (CEI) Cohort III Agreement
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Dollar Amount	53,000.00
Budgeted	No
Budget Source	California Collaborative Educational Excellence (CCEE) funding
Recommended Action	Staff recommends board approval of the CEI agreement.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District is the recipient of a grant from the Community Engagement Initiative through CDE. The grant will focus in one school and will be a pilot to improve community engagement, RSD selected Rio del Valle Middle School as the pilot school.

The Community Engagement Initiative ("CEI") was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 ("AB 1808"), Chapter 32 of the Statutes of 2018).

The Rio district team must participate in the Cohort III Peer Leading and Learning Network (PLLN) through June 30, 2023.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- o Participate in and co-facilitate a professional learning network for no less than two years.
- o Engage in an open dialogue on issues related to improving local pupil outcomes.
- o Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- o Deepen the community engagement of the school districts and communities participating in the professional learning network.
- o Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.

- o Identify and test metrics for measuring increases in community engagement.
- o Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- o Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- o Create capacity within each team to co-facilitate a future CEI professional learning network

The sum of all invoices submitted by DISTRICT for additional costs as per Section III.B below shall not exceed \$53,000:

DISTRICT Additional Costs (CCEE Approved) Not-to-Exceed CCEE

Approved Travel Mileage Reimbursement \$3,000

CCEE Approved Travel Expenses – Conference Presentation \$50,000

Total Not-to-Exceed Amount: \$53,000

2022-23 CEI District PLLN Cohort III - Rio ESD.pdf (296 KB)

2022-23 CEI District Stipend - Travel Guidance.pdf (178 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.

**2022-23 COMMUNITY ENGAGEMENT INITIATIVE (CEI)
PEER LEADING AND LEARNING (PLLN) DISTRICT AGREEMENT
COHORT III**

This AGREEMENT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and Rio Elementary School District (“DISTRICT”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as “PARTIES.”

Background

The Community Engagement Initiative (“CEI”) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 (“AB 1808”), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the CCEE, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications (“RFA”), the California Department of Education (“CDE”) and the CCEE, with approval from the executive director of the State Board of Education (“SBE”) selected the San Bernardino County Superintendent of Schools (“SBCSS”), Families In Schools (“FIS”), and the California Association for Bilingual Education (“CABE”) as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to co-administer the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and co-facilitate a professional learning network for no less than two years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to co-facilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI's inaugural Peer Leading and Learning Network ("PLLN"). The teams represent Cohort I, including DISTRICT, represented the following school districts:

- » Anaheim Union High School District
- » Azusa Unified School District
- » Cajon Valley Union School District
- » East Side Union High School District
- » Ontario-Montclair School District
- » Oxnard School District

In addition to the school districts identified above, the following Geographic Lead Agencies participated in Cohort I:

- » Shasta County Office of Education
- » Tulare County Office of Education

For the 2020–21 and 2021–22 fiscal years, the California Collaborative for Educational Excellence and the lead agency convened five community engagement professional learning networks. Each of these professional learning networks represent a different region of the state and included community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. These teams accomplished all of the following:

1. Participate in the professional learning network for no less than two years.
2. Engage in open dialogue on issues related to improving local pupil outcomes.
3. Partner with other communities and school districts on improving community engagement.

Each of the professional learning networks convened five community engagement professional learning networks, that included as co-facilitators members of a team that participated in the initial community engagement professional learning network, and selected four to six geographically diverse teams from the applicants solicited.

Each of the professional learning networks established accomplished the following:

1. Deepen the community engagement of the school districts and communities participating in each professional learning network, including the engagement in the protocol developed by Cohort I.
2. Use the metrics developed by Cohort I to measure changes in community engagement in each of the participating communities and school districts.

After a competitive application process, teams from twelve school districts across California were selected to participate in the CEI's Cohort II Peer Leading and Learning Network ("PLLN"). Initially, the twelve school districts included Victor Valley Union High School District, and at present there are eleven school district teams. The teams, including DISTRICT, represent the following school districts:

- » Bakersfield City School District
- » Chino Valley Unified School District
- » Moreno Valley Unified School District
- » Oakland Unified School District
- » Pajaro Valley Unified School District
- » Parlier Unified School District
- » Riverside Unified School District
- » Salinas Union High School District
- » Santa Ana Unified School District
- » Upper Lake Unified School District
- » Val Verde Unified School District

Now collectively Cohort I/II, called "Foundational" districts and networks.

In the 2022-23 fiscal year, teams from 15 Foundational school districts and a Geographic Lead Agency, will continue with the CEI PLLN. The Foundational school districts include four districts and a Geographic Lead Agency from Cohort I (Anaheim Union High School District, Cajon Valley Union School District, Ontario-Montclair School District, Oxnard School District, and Shasta County Office of Education), in addition to the eleven school districts from Cohort II identified above.

Teams from twenty-four (24) school districts across California were selected to participate in the CEI's Cohort III Peer Leading and Learning Network ("PLLN"). The teams, including DISTRICT, represent the following school districts:

- » ACE Charter Schools
- » Alvord Unified School District
- » Campbell Union High School District
- » El Centro Elementary School District
- » Fontana Unified School District
- » Happy Valley Union School District

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- » Kernville Union Elementary School District
 - » Live Oak School District
 - » Madera Unified School District
 - » Magnolia Public Schools
 - » Murrieta Valley Unified School District
 - » Natomas Unified School District
 - » Oak Run School District
 - » Rialto Unified School District
 - » Rio Elementary School District
 - » Rocklin Academy Family of Schools
 - » San Bernardino City Unified School District
 - » San Bruno Park School District
 - » Santa Paula Unified School District
 - » Shasta County Office of Education (Early Childhood Services)
 - » Sonoma Valley Unified School District
 - » Tahoe Truckee Unified School District
 - » Twin Rivers Unified School District
 - » West Contra Costa Unified School District

The PARTIES hereby agree as follows:

SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be Enforced by DISTRICT

- A. Peer Leading and Learning Network. DISTRICT agrees to participate in the Cohort III PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:
- Organizing a team to continue to participate in the Cohort III PLLN through June 30, 2022, with a minimum of eight meetings per year (seven PLLN Network meetings and one webisode collaborative meeting). The PLLN meetings will be organized on behalf of districts in the Foundational Cohort (Cohort I/II). DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all 2022-23 DISTRICT TEAM MEMBERS no later than November 1, 2022. All DISTRICT TEAM MEMBERS shall participate in all PLLN meetings.
 - If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.

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- If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or this AGREEMENT should be terminated. If DISTRICT TEAM misses **two** meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
 - Each DISTRICT TEAM is responsible for organizing, planning and holding one webisode that mimics the breadth, depth, topics and time commitment of the seven PLLN Network meetings.
- Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to, all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
 - Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to, surveys and reflection documents.
 - Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any PLLN meeting.
 - Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.
 - Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
 - Partnering with other communities and school districts on improving community engagement.
 - Actively supporting the mission, vision, values and goals of the PLLN.
 - Keeping DISTRICT's governing board regularly informed of the DISTRICT's engagement in the PLLN.
 - Providing meeting space at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant if we return to in-person meetings
- B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.

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- C. Assignment. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.
- D. Conflict of Interest. DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.
- E. Non-Discrimination. Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- F. Insurance Requirements. DISTRICT shall, at District's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by District and District's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section F is sufficient to protect District for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure District's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

- G. Invoicing. To defray some of the costs of DISTRICT TEAM MEMBERS, including parents, guardians, students, community partners, and other non-district employees on the TEAM, participating in the Cohort III PLLN meetings, DISTRICT may submit quarterly invoices and supporting documents via email to the CCEE Fiscal Coordinator at ap_ccee@ccee-ca.org pursuant to Section II below. Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the meetings

completed during that quarter (e.g., by January 31, 2023 for meetings completed between October 1, 2022, and December 31, 2022). The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the DISTRICT. No payments will be made to the DISTRICT after this period. All invoices shall state the total amount for the invoice. If requested by the Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

For self-guided webisode/collaborative meetings each invoice shall be accompanied by:

- (1) Agenda(s) for Cohort III webisode/collaborative meeting held in the relevant quarter; and
- (2) A complete list of Cohort III participants that attended the meeting/planning for the webisode project.

The sum of all invoices submitted by DISTRICT for participation in PLLN meetings under this Agreement shall not exceed \$50,000:

DISTRICT PLLN Activity	Not-to-Exceed
Participation in Cohort III PLLN Meetings	\$50,000
Total Not-to-Exceed Amount:	\$50,000

In addition, as set forth in Section III.B below, DISTRICT may also be available for reimbursement of the following specified actual, reasonable, and necessary travel expenses:

- Up to \$3,000 annually, may be available to DISTRICT for CCEE approved mileage reimbursement requests for District Team Members.
- Up to \$50,000 annually may be available to DISTRICT for CCEE approved travel expenses associated with DISTRICT presentation at any pre-approved local/national conference on behalf of the CEI. Requests for presentation at such conferences shall be made using the CCEE CEI Travel Request Form.

The sum of all invoices submitted by DISTRICT for additional costs as per Section III.B below shall not exceed \$53,000:

DISTRICT Additional Costs (CCEE Approved)	Not-to-Exceed
CCEE Approved Travel Mileage Reimbursement	\$3,000
CCEE Approved Travel Expenses – Conference Presentation	\$50,000
Total Not-to-Exceed Amount:	\$53,000

SECTION II: Privileges and Obligations of CCEE/Administrative Agent

- A. **Funding.** In accordance with the invoicing provisions and requirements set forth in Section I.G. above, CCEE/Administrative Agent shall provide DISTRICT up to \$50,000, for satisfactory participation in the 2022-23 Cohort III PLLN meetings (\$6,250 per meeting).

Associated costs of services (e.g., copying and printing) shall be borne by DISTRICT or DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY

CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT.

It is agreed between the Parties that this total amount may only be amended in writing by mutual agreement of the Parties. DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum.

- B. Additional Costs. Notwithstanding Paragraph A above, CCEE/Administrative Agent shall provide DISTRICT up to \$3,000 annually for actual, reasonable and necessary related travel mileage for identified DISTRICT TEAM MEMBERS to participate in Cohort III PLLN meetings as described in Section I.A. and pursuant to the CCEE CEI Travel Guidelines. Reimbursement requests are specific to mileage to and from the in-person PLLN meeting site. Reported mileage is reimbursed at the current internal Revenue Service rate. CCEE/Administrative Agent will offer travel airfare and lodging for DISTRICT TEAM MEMBERS participating in Cohort III PLLN meetings as described in Section I.A. Travel arrangements for airfare and lodging must be made pursuant to the CCEE CEI Travel Guidelines and as such, travel expenses outside of the CEI Travel Guidelines will not be reimbursed. Out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements.

Additionally, with prior-approval from the CCEE Assistant Director, DISTRICT may be compensated for presenting on behalf of the CEI at local/national conferences and convenings. Reimbursement for non pre-approved conference presentation expenses will not be accepted. The annual reimbursement for pre-approved conference presentations for the 2022-23 year, shall not exceed \$50,000 (for registration, per-diem meals, and travel/lodging cost).

The sum of all reimbursement payments to DISTRICT pursuant to this paragraph shall not exceed \$53,000 for 2022-23.

- C. Content License. CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION III: Further agreement by all PARTIES

- A. Term. The term of this AGREEMENT shall be from September 1, 2022 through June 30, 2023.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT's exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such

personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT, but will provide DISTRICT with a statement of payments upon request if necessary.

- D. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.
- E. Termination. Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.
- F. Waiver of Default. Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- G. Force Majeure.
 - 1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.
 - 2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.
- H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Administrative Agent/CCEE's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.

- I. Notices. All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice

or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

<u>DISTRICT</u>	<u>CCEE</u>	<u>Administrative Agent</u>
Rio Elementary School District Attn: Oscar Hernandez 1800 Solar Dr. Oxnard, CA 93030 ohernandez@rioschools.org	California Collaborative for Educational Excellence Attn: Emma Oh 915 L Street, Suite 1430 Sacramento, CA 95814 ap_ccee@ccee-ca.org	Marin County Office of Education Attn: Iishwara Ryaru 1111 Las Gallinas Avenue San Rafael, CA 94903 iryaru@marinschools.org

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have, to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.
- K. Litigation Costs. Except as otherwise provided in this AGREEMENT, if any PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each DISTRICT involved in the dispute. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- M. Authority to Enter into Agreement. Each Party to this AGREEMENT warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.

-
- N. Entire Agreement/Amendment. This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this AGREEMENT. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
- O. Counterparts and Electronic Signatures. This AGREEMENT may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Ishwara Ryaru, CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Chris Hartley, Deputy Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

DISTRICT

Signature: _____ Date: _____

Printed Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Community Engagement Initiative (CEI) District Peer Leading and Learning Network (PLLN) Cohort I/II/III 2022-2023 Travel Information Guidelines

In anticipation of 2022-23 CEI PLLN District Team members participating in Cohort I/II and Cohort III PLLN Network in-person meetings during the 2022-23 fiscal year, we are providing the following guidelines regarding the requirements for travel expenditures and allowable reimbursements. Claims and costs will not be approved unless they comply with these requirements:

CCEE Representative for CEI: CCEE Assistant Director, Steven Mitchell, smitchell@ccee-ca.org

- **FLIGHTS:** Flights are allowed for travel over 125 miles one-way and must be booked through **Cadence Travel at (858) 551-3067**, as soon as is reasonable, but not later than 2 ½ weeks before the scheduled meeting and when directed by CCEE. Flights booked through District-retained travel agencies or processes may be eligible for reimbursement with written pre-approval by CCEE Assistant Director, Steven Mitchell, but privately booked travel will not be eligible for reimbursement.
- **AIRFARE:** Any airplane ticket that costs more than \$150 one-way, or \$300 round-trip, must be pre-approved by CCEE, either directly in writing or through CCEE's instruction to Cadence Travel.
- **LODGING:** A block of rooms at each meeting venue will be offered at discounted rates for CEI PLLN District Team members who live and work at least 50 miles away from the venue and have received written pre-approval from Mr. Mitchell. The blocked rooms will be paid for directly by the CCEE. No other lodging costs will be reimbursed.
- **MILEAGE/PARKING:** Reimbursement requests for miles driven to and from the PLLN meeting venue and related parking costs must be recorded on the CCEE CEI Reimbursement Form. Individual team member reimbursement for mileage/parking will be processed directly by the District and as such, should be submitted to the District and not to CCEE. The district may then submit to CCEE for reimbursement on their quarterly invoice. Note: The total reimbursement amount for 2022-23 year shall not exceed \$3,000 annually, as per the PLLN District Agreement.
- **OUT-OF-STATE TRAVEL:** Out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements. Requests for out-of-state travel can be made using the CCEE CEI Travel Request Form. Please contact Nicole LoBese at nlobese@ccee-ca.org to request a form.

REMINDERS:

- » Reimbursements are limited to mileage and parking to and from PLLN meeting sites.
- » Flights must be booked through the CCEE offered travel agency (Cadence Travel) and airfare arrangements made outside of this are not reimbursable.
- » Lodging is provided by CCEE through room blocks and is applicable for participants who live at least 50 miles away from the meeting venue. Lodging arrangements made outside of this are not reimbursable.
- » CEI Travel Request Form should be used for Out-of-State travel or to request CCEE pre-approval for presentation at conferences on behalf of CEI.

For additional questions related to CEI PLLN travel, please contact
Nicole LoBese at nlobese@ccee-ca.org or at 916.619.7489.

THANK YOU FOR YOUR COLLABORATION.

11.9



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.9 2022-2023 ERate RFP for internal fiber connections
Access	Public
Type	Action (Consent)
Preferred Date	Nov 16, 2022
Absolute Date	Nov 16, 2022
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Staff recommends approval of doing an RFP for the internal fiber connections.

Public Content

Speaker: Jarkko Myllari, Director of Technology

Rationale: The current contract for the District internal fiber connections expires in August 2023. The service is critical to all District functions that require data. The new service agreement will also include the Rio del Sol service contract, that previously had an independent renewal timeline.

Administrative Content

Executive Content

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

11.10



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.10 2022-2023 ERate RFP for switch replacement and upgrade
Access	Public
Type	Action (Consent)
Preferred Date	Nov 16, 2022
Absolute Date	Nov 16, 2022
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Staff recommends doing an RFP for switch replacement and upgrade.

Public Content

Speaker: Jarkko Myllari, Director of Technology

Rationale: To improve district's network performance regarding safety and to prepare for potential changes in the demands towards network capacity, staff recommends upgrading the network switches to a type that allows creating resilient connections for a failover system and to optimize traffic over all available paths between sites and multi-cloud environments. The current switches are approaching their expected end of life in 2023-2026.

Administrative Content

Executive Content

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

11.11



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.11 Staff laptop workstation replacement and repair buffer
Access	Public
Type	Action (Consent)
Preferred Date	Nov 16, 2022
Absolute Date	Nov 16, 2022
Fiscal Impact	Yes
Dollar Amount	75,677.73
Budgeted	Yes
Budget Source	ESSER
Recommended Action	Staff recommends purchasing 35 Chromebooks and 35 Windows laptops, cases and laptop display extensions for new hires and to provide a repair and replacement buffer.

Public Content

Speaker: Jarkko Myllari, Director of Technology

Rationale: To ensure that the new Rio hires have access to a cohesive and up-to-date digital work and learning environment regardless of their physical location, staff recommends purchasing laptops, carrying cases and display extensions. The current equipment is approaching the end of year 5, which prompts the main replacement to be scheduled to be done in 2023-2024. \$28,000 of this purchase is covered by the ECF funds.

Q-21940-2022-11-01 (1).pdf (13 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



Company Address 130-A W. Cochran St.
Simi Valley, CA 93065
US

Created Date 5/9/2022 1:20 PM
Expiration Date 6/8/2022

Prepared By Marc Netka
Sales Email marc.netka@stseducation-us.com
Sales Phone
Fax (888) 801-3381
Bill To Name Rio School District
Bill To 1800 SOLAR DR # 3
OXNARD, CA 93030-2655

Quote Number Q-21940
Account Name Rio School District
Contact Name Jarkko Myllari
Contact Phone 8053948113
Contact Email jmyllari@rioschools.org
Ship To Name Rio School District
Ship To Warehouse
1800 Solar Drive
Oxnard, CA 93030

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
35	Misc Equip Sold - New Lenovo Laptop	Laptop Screen Bundle -21E6007FUS - Lenovo ThinkPad E15 Gen 4 (15.6" Notebook - 12th Gen i5-1235U - 8 GB - 256 SSD) with Mobile Pixels TRIO Max 14; LCD	\$1,158.00	\$40,530.00
35	Misc Equip Sold - New Acer Chromebook	Chrome Screen Bundle NX.AZ1AA.003 - Acer Chromebook 315 CB315-4HT (15.6" Touchscreen Chromebook - Intel Pentium Silver N6000 - 8 GB - 64 GB Flash Memory) with Mobile Pixels TRIO Max 14; LCD	\$626.00	\$21,910.00
35	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$33.50	\$1,172.50
35	White Glove - Chromebook	White Glove Services for Chromebook; STS Asset Tagging, Connect to Domain, Load Console, asset tag serial number mapping file	\$10.00	\$350.00
70	Misc BumpArmor Case	BumpArmor Crew Case 15" - Black	\$27.00	\$1,890.00
35	Lenovo 3 Yr ADP	Lenovo 3 Yr ADP Warranty 5PS0L30075	\$99.00	\$3,465.00
1	Shipping Local Delivery Service	Local Delivery Service	\$375.00	\$375.00

Total Price \$69,692.50
Tax \$5,985.23
Grand Total \$75,677.73

All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stseducation-us.com/resources/customer-support](https://www.stseducation-us.com/resources/customer-support).

<https://www.stseducation-us.com/>

11.12



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.12 Approval of CREDIT Change Order #2 from Smith M.E.P. for the Rio Vista Gym HVAC and Electrical.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the CREDIT Change Order with Smith M.E.P. for the Rio Vista Gym HVAC and Electrical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order has three components:

1. The existing ductwork in the ceiling soffit area had no exterior ductwork insulation due to the existing HVAC System only being for Heat Only. The new HVAC with Air Conditioning requires all Ductwork to be externally insulated.
\$3,416.00
2. Change refrigerant piping supports system for serviceability and access to re-roof gym parapet Roof Area when required.
CREDIT \$23,650.00
3. Change refrigerant piping weather proof jacketing from stainless steel to aluminum jacketing due to material unavailability CODI 19 Supply Chain Impact.
CREDIT \$8,852.00

Total: \$29,086.00 CREDIT

[SMITH MEP Change Order.pdf \(532 KB\)](#)

Administrative Content

Balfour Beatty Construction

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

November 3, 2022

Attn: Dr. Puglisi

Subject: Rio Vista Middle School

Re: Project 21-15L Rio Vista Gym HVAC & Electrical
Smith M.E.P.
Recommendation to Approve CO #2REV1 to Smith M.E.P.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2REV1 to Smith M.E.P. 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#2 REV1 for SMITH MEP:

1) Install Insulation on Ductwork in Soffit. **Cost of \$3,416.00**

2) Change Refrigerant Piping Supports. **Credit of (\$23,650.00)**


3) Change Refrigerant Piping Weatherproof Jacketing from Stainless to Aluminum. **Credit of (\$8,852.00)**

(Total of Change Order#2REV1: Credit of \$29,086.00)

Total CO #1 (Credit)	\$	(29,086.00)	
Previous Approved CO's	\$	7,773.00	0
Original Contract	\$	1,200,800.00	
Revised Contract	\$	1,179,487.00	

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

Respectfully,


Keith Henderson
Senior Project Manager, Balfour Beatty

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

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

**CO 2 REV1
11-3-2022**

PROJECT NO: RSD 21-15L

CO NO: 2 REV1

PROJECT NAME: Rio Vista Gym HVAC & Electrical

CONTRACTOR: Smith M.E.P.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,200,800.00
Previous Approved Change Orders	\$ 7,773.00
This Change Order (CREDIT)	\$ (29,086.00)
Adjusted Contract Amount	\$ 1,179,487.00

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

By _____

Date _____

Contractor: Smith M.E.P.

By Dr. C. to

Date 11.3.22

District Architect; KBZ

By _____

Date _____

District PM/CM: Balfour Beatty Construction

By [Signature]

Date 11/3/22

PCO to Contract
Rio Bid RSD #21-15L

Original Contract

\$ 1,200,800

PCO No.	GC No.	Description	Reason	Cost/Credit
1/COP#2	SMITH	RFI#6 Install Insulation on Ductwork in Soffit (COST)	During the installation of the new HVAC System it was noted as an unforeseen Site Condition that the existing ductwork in the ceiling soffit area had no exterior ductwork insulation due to the existing HVAC System only being for Heat Only. The new HVAC with Air Conditioning requires all Ductwork to be externally insulated.	
				\$ 3,416.00
2/COP#3	SMITH	Change Refrigerant Piping Supports System for Serviceability and Access to Re-Roof Gym Parapet Roof Area when Required. (CREDIT)	During Construction of the new HVAC System it was discovered that the current design calls for framed in, raised curb type refrigerant piping supports. These "Built In" Curb type Refrigerant Piping Supports would not allow for future Roof Repair and Replacement due to the inability to access areas under the Refrigerant Piping with out complete disassembly of the whole refrigerant Piping System.	
				\$ (23,650.00)
3/COP#4	SMITH	Change Refrigerant Piping Weather Proof Jacketing from Stainless Steel to Aluminum Jacketing Due to Material Unavailability-COVID 19 Supply Chain Impact. (CREDIT)	During Construction of the new HVAC System the HVAC Contractor was notified by there insulating subcontractor that Stainless Steel Refrigerant Piping Weather Proof Jacketing Material was not available and if ordered may take 6 months. MEOR, AOR and District Rep chose to change to an aluminum refrigerant piping jacketing material to complete the project on time. This is a credit for the material change	
				\$ (8,852.00)

Total CO #2	-\$29,086.00
Previous Approved CO's (CO#1)	\$ (29,086.00)
Original Contract	\$ 7,773.00
Revised Contract	\$ 1,200,800.00
	<u>\$ 1,179,487.00</u>

11.13



Agenda Item Details

Meeting	Nov 16, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.13 Approval to begin the bid process for a new electrical main switchgear and transformer upgrade, Project #22-12L, at Rio Del Valle.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	500,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the bid process for a new electrical main switchgear and transformer upgrade, Project #22-12L, at Rio Del Valle.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Approval is sought for Balfour Beatty to move forward with assembling bids and soliciting contractors for the new electrical main switchgear and transformer upgrade at Rio Del Valle Middle School.

This would allow the Rio Del Valle campus to have the required electrical utility service needed for future projects such as the new MPR/Kitchen and New HVAC for both the existing older classrooms and the gymnasium at Rio Del Valle. The Estimated Budget cost to construct this project is \$500,000.00.

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

