



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**ANNUAL ORGANIZATION
BOARD MEETING**

December 14, 2022

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

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

**Board of Education
Kristine Anderson, President
Eleanor Torres
Felix Eisenhauer
Rosa Balderrama
Alesia Martin**

2.0



Wednesday, December 14, 2022
RSD Annual Organization Board Meeting

1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

4.1 CONFERENCE WITH 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 re Escrow Extensions

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

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

4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023 and 2023/2024

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

5.1 Reconvene Open Session and Closed Session Report

6. Annual Organization

6.1 Election of Board President

6.2 Election of Clerk of the Board

6.3 Certification of Signatures

6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization and District Subcommittees

6.5 Approval of the Board Calendar of Regular Board Meeting for 2023 and revised Board Bylaw 9320 Meetings and Notices

7. Recognitions

7.1 Board Member Recognitions

8. Communications

8.1 Acknowledgement of Correspondence to the Board

8.2 Board Member Reports

8.3 Organizational Reports-RTA/CSEA/Other

8.4 Superintendent Report

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

9. Information

9.1 Educational Services Report

9.2 Human Resources Updates

9.3 Child Nutrition Update

9.4 Annual Developer Fee Report for Fiscal Year 2021/2022

10. Discussion/Action

10.1 Approval of the First Interim Budget for 2022-2023

11. Consent

11.1 Approval of the Consent Agenda

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

11.3 Ratification of the Commercial Warrant for November 4, 2022 through November 30, 2022.

11.4 Approval of the December Personnel Report

11.5 Approval of the 2023-2024 Open Enrollment Dates: February 6, 2023 - March 31, 2023

11.6 Approval of Annual Williams Settlement Report for the 2021-2022 school year

11.7 Contract with Maxim Healthcare Staffing Service, Inc. for Speech & Language Services

11.8 Contract with Stepping Stones Group for Speech & Language Services

11.9 Contract with Dr. Barbara D'Incau, Clinical/School Psychologist

11.10 Approval of the Contract with the University of Lapland

11.11 Child Development Resources Agreement Renewal

11.12 Contract with ATX Learning for School Psychologist Services

11.13 Rio Vista 6th Grade Channel Islands Field Trip

11.14 Approval for Certificated Staff to Attend the Out of the State The Midwest Clinic Out of State

11.15 Approval to declare and sell obsolete E-waste equipment

11.16 Approval of Amendment #6 from Balfour Beatty Construction for Project Management/Construction Management Services for the period January 1, 2023 through December 31, 2024

11.17 Approval of Proposal for the Rio Del Valle Middle School Switchgear Upgrade from KBZ

11.18 Approval of the Proposal for Extra Services, #3, for the Shade Structures at 3 Sites by KBZ Architects.

11.19 Approval of proposal from KBZ Architects for the Extra Services #1 at Rio Del Valle for the HVAC and Electrical Infrastructure

11.20 Approval of Proposal for extra services for the Rio Del Valle HVAC and Electrical Infrastructure, #2, in the Gym Locker Rooms.

11.21 Approval of Resolution No. 22/23-11 for the Notice of Completion for SMITH M.E.P. for Project #21-15L, Rio Vista Gym HVAC and Electrical

11.22 Approval of the Proposal for the Rio Del Valle Kitchen-MRP Project - Code Update, DSA, Bidding and Construction Administration

11.23 Approval of Change Order #1 from EJS Construction, Inc. for the HVAC and Electrical, Project 22-02L at Rio Real.

11.24 Approval of Change Order #2 with EJS Construction, Inc. for added scope of work at Rio Plaza, Project No. 22-01L.

12. Organizational Business

12.1 Future Meeting Dates: TBD

12.2 Future Items for Discussion

13. Adjournment

4.1



Agenda Item Details

Meeting Dec 14, 2022 - RSD Annual Organization Board Meeting

Category 4. Closed Session

Subject 4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Portion of 2600 N. Rose Avenue, Oxnard, CA (APN: 144-0-110-590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC and Berkshire Investments, LLC Under Negotiation: Price and Terms of Payment re Escrow Extensions

Access Public

Type

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Closed session discussion.

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	4. Closed Session
Subject	4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

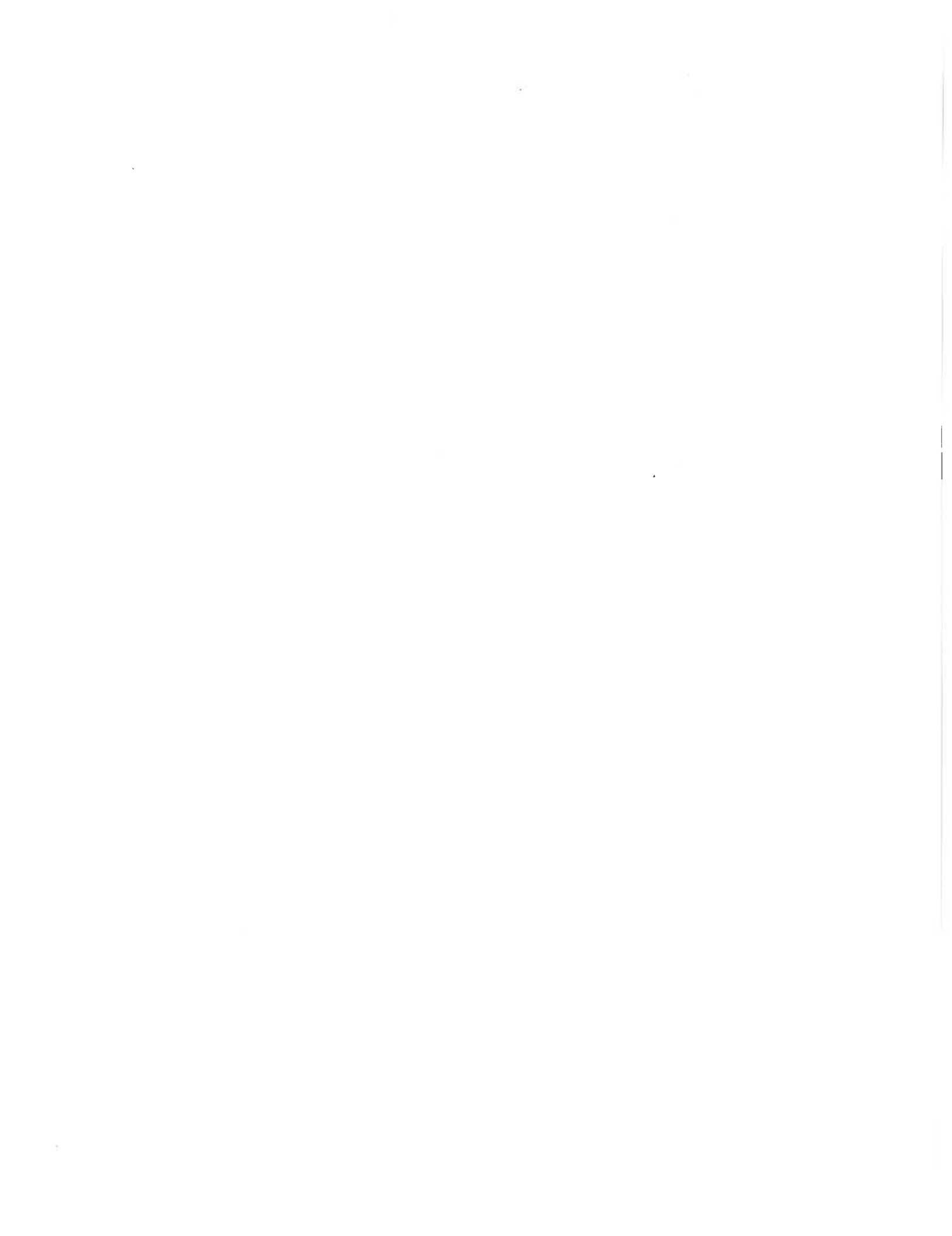
Rationale:

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

4.3





Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	4. Closed Session
Subject	4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale: Staff will update and discuss with the Governing Board.

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Dec 14, 2022 - RSD Annual Organization Board Meeting

Category 4. Closed Session

Subject 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023 and 2023/2024

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.1 Election of Board President
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will accept nominations for the position of Board President FY 2023.

Administrative Content

Executive Content

6.2



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.2 Election of Clerk of the Board
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will accept nominations and vote for the position of the Clerk of the Board FY 2023.

Administrative Content

Executive Content

6.3



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.3 Certification of Signatures
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends the approval of the Certification of Signatures

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Governing Board will vote on the Certification of Signatures for the new board members and current members as well as Signatures of Personnel of the Rio School District authorized to sign checks, salary payments, Notice of Contracts, etc.

[Certificate of Signatures,Dec142022.pdf \(17 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT CERTIFICATION OF SIGNATURES

I, John D. Puglisi, Ph.D., Secretary to the Board of Education of Rio School District of Ventura County, California hereby certify that the signatures shown below are the verified signatures of the members of the governing Board of the above-mentioned named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notice of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Section indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

The approved signatures will be considered valid for December 14, 2022 thru June 30, 2023

Date of Board Action: December 14, 2022

Signature: _____

John Puglisi
Secretary of the Board

PART 1

Signatures of Members of the Board

Signature: _____

Print/Type: Kristine Anderson

Title:

Signature: _____

Print/Type: Eleanor Torres

Title:

Signature: _____

Print/Type: Rosa Balderrama

Title:

Signature: _____

Print/Type: Alesia Martin

Title: Trustee

Signature: _____

Print/Type: Felix Eisenhower, D.M.A.

Title

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.

Signature _____
Print/Type: John D. Puglisi, Ph. D
Title: Superintendent
Authorized to Sign: A-G, 1-5 inclusive

Signature _____
Print/Type: Oscar Hernandez
Title: Assistant Superintendent of Educational Services
Authorized to Sign: A-G, 1-4 inclusive

Signature _____
Print/Type: Wael Saleh
Title: Assistant Superintendent Business Services
Authorized to Sign: A-G, 1-5 inclusive

Signature _____
Print/Type: Rebecca Rocha
Title: Director of Human Resources
Authorized to Sign: A-G, 1-4 inclusive

Signature _____
Print Type: Veronica Rauschenberger
Title: Director of School and Systems Improvement
Authorized to Sign: G, 2 inclusive

Signature _____
Print/Type:
Title: Director of Fiscal Services
Authorized to sign: B-G, 2-5 inclusive

Signature _____
Print Type: Nadia Villapudua

Title: Director of Pupil Support Services
Authorized to Sign: G, 2 inclusive

Signature _____

Print Type: Erika Johnson
Title: Director of Special Education
Authorized to Sign: G, 2 inclusive

Signature _____

Print Type: Charles Fichtner
Title: Director of Maintenance and Operations
Authorized to Sign: G. 2-3 inclusive

Signature _____

Print Type: Lacey Piper
Title: Director of Child Nutrition and Wellness
Authorized to Sign: G. 2-5 inclusive

Signature _____

Print Type: Jarkko Myllari
Title: Director of Technology
Authorized to Sign: G. 2-5 inclusive

6.4



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization and District Subcommittees
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval.

Public Content

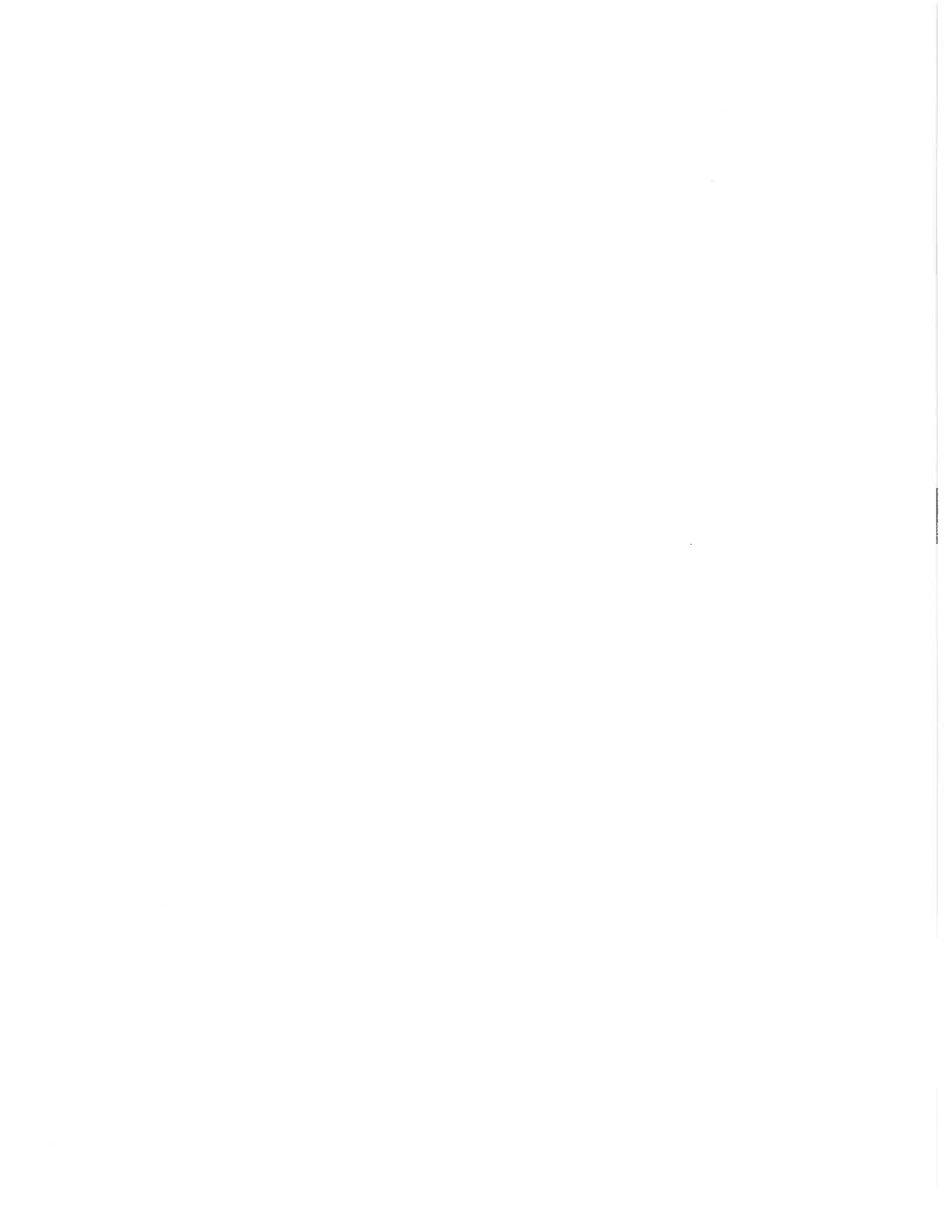
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will accept nomination and vote for the position of School Board Representative and District Subcommittees.

Administrative Content

Executive Content



6.5



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	6. Annual Organization
Subject	6.5 Approval of the Board Calendar of Regular Board Meeting for 2023 and revised Board Bylaw 9320 Meetings and Notices
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the Board Calendar of Regular Board Meeting for 2023 and possible revision of Board Bylaw 9320 Meetings and Notices.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will have the opportunity to revise the meeting days and times they meet for board meetings in 2023. Board Bylaw 9320 will need to be revised to reflect any changes. The Governing Board will also vote to adopt a calendar of meetings for 2023.

All board meetings will take place at the district Office, 1800 Solar Drive, Third Floor, Oxnard, CA.

The following dates are proposed.

January 18, 2023
 February 15, 2023
 March 15, 2023
 April 19, 2023
 May 17, 2023
 *June 21 and 28, 2023
 July (Dark)
 August 16, 2023
 **September 13, 2023
 October 18, 2023

November 15, 2023

***December 13, 2023 (Annual Organizational Meeting)

Closed session at 5:00 p.m. and open session to follow at 6:00 p.m.

*Two meetings are held in June for budgetary purpose, one to hold a public hearing and the other to approve the buget.

**This meeting will be held on the second Wednesday of September to comply with the budget deadline

***TThis meeting will be held on the second Wednesday of December.

[Bylaw 9320 Meetings And Notices.pdf \(119 KB\)](#)

Administrative Content

Executive Content

Bylaw 9320: Meetings And Notices

Original Adopted Date: 04/19/2007 | Last Revised Date: 05/19/2021 | Last Reviewed Date: 05/19/2021

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold one regular meeting(s) each month. Regular meetings shall be held at 5:00 p.m. on the third Wednesday of each month.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

8.4



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	8. Communications
Subject	8.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Superintendent Puglisi will provide an update on:

- Facilities Master Plan Update

Administrative Content

Executive Content

9.1



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	9. Information
Subject	9.1 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

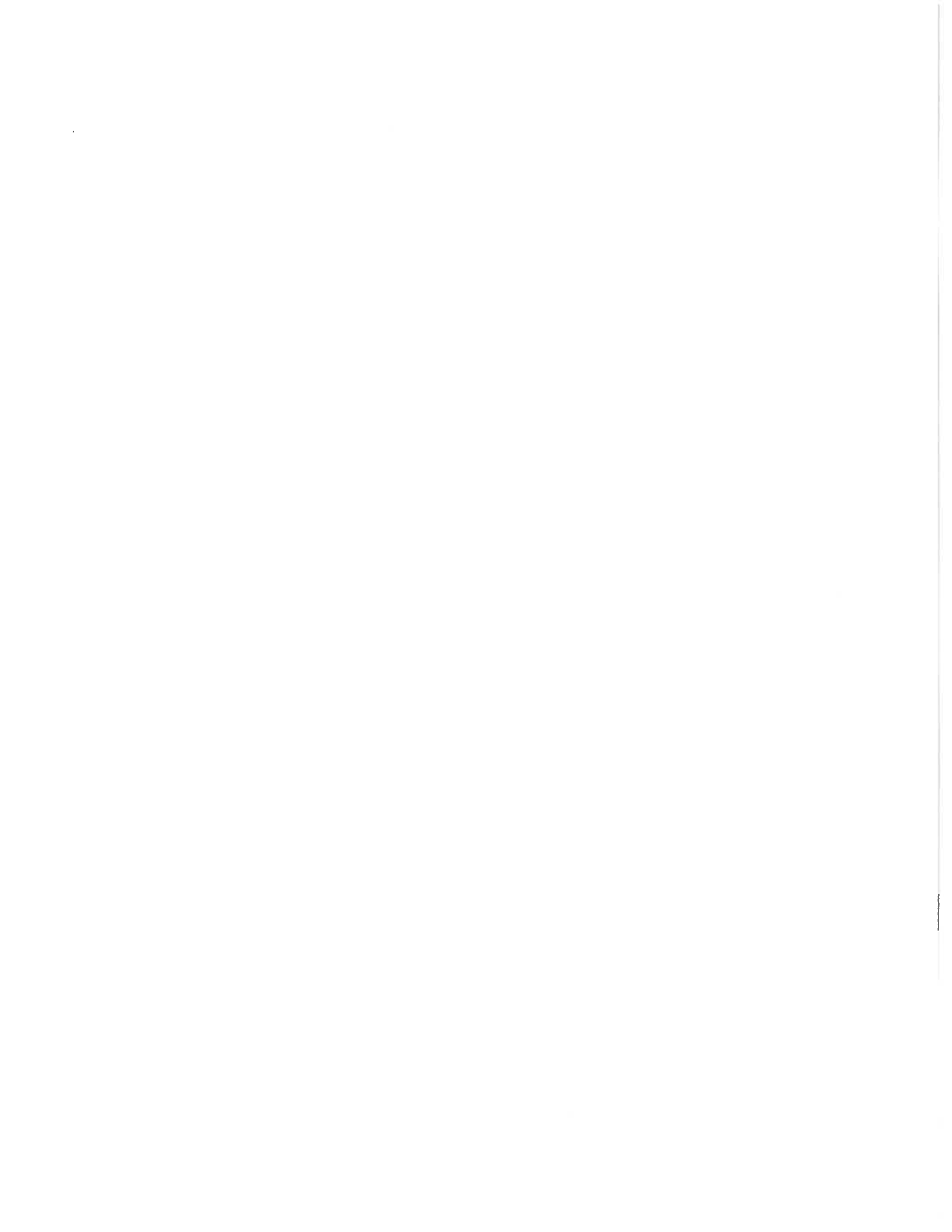
Rationale: Educational Staff will provide the Governing Board with the following updates:

- Trimester 1 Learning Results
- 2022/2023 Goals Baseline Data

Administrative Content

Executive Content

9.2





Agenda Item Details

Meeting Dec 14, 2022 - RSD Annual Organization Board Meeting
Category 9. Information
Subject 9.2 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:

- Merit System

Administrative Content

Executive Content

9.3



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	9. Information
Subject	9.3 Child Nutrition Update
Access	Public
Type	Information

Public Content

Speaker: Lacey Piper, Director of Child Nutrition

Rationale:

- Ms. Lacey Piper will provide updates on the following:
- California Farm to School Incubator Grant Program

Administrative Content

Executive Content

9.4



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	9. Information
Subject	9.4 Annual Developer Fee Report for Fiscal Year 2021/2022
Access	Public
Type	Information

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Education Code Section 66006(b) requires school districts to make public a report on the developer fees within 180 days after the end of the fiscal year. It is required that the Board review the report at a public meeting at least 15 days after the information is available. The attached report was posted December 2, 2022 at the Rio School District, 1800 Solar Drive, Oxnard, Ca 93030 for public information.

On July 1, 2021, the district started the year with a fund balance of \$3,818,427.24. The district generated a total revenue of \$2,450,459.83. The district spent \$1,259,301.44 on various projects, which is detailed on the attached summary. On June 30, 2022, the district ended with \$5,009,585.63 in the fund balance.

2021-22 Annual Developer Fee Report Final.pdf (423 KB)

Administrative Content

Executive Content

Rio School District
Annual Developer Fee Report
For the Fiscal Year Ended June 30, 2022

Beginning Balance as of July 1, 2021 3,818,427.24

Revenues

Developer Fees- Residential	36,444.04	
Developer Fees- Commercial	1,696,807.24	
Redevelopment Agency Fund	613,840.19	
Net Increase(Decrease) in Fair Value	(66,201.00)	
Interest Income	11,640.60	
* Oxnard Union High School District Reimbursement	157,928.76	
		2,450,459.83

Expenditures

	% To total Spent	Amount Charged to Dev Fees	Total Project Costs	% of Project costs to dev fees
Leases of Classroom Portables- Rio Lindo	1.9%	23,800.00	23,800.00	100.00%
Leases of Classroom Portables-Rio Plaza	0.7%	8,800.00	8,800.00	100.00%
Leases of Classroom Portables-Rio Real	3.6%	45,660.00	45,660.00	100.00%
Leases of Classroom Portables-Rio Vista	1.1%	14,080.00	14,080.00	100.00%
Leases of Classroom Portables-Rio del Norte	0.7%	8,800.00	8,800.00	100.00%
Lease of Bus Yard at El Rio Site	8.3%	104,100.00	104,100.00	100.00%
Rio Real Facility Improvements	4.4%	55,400.70	55,400.70	100.00%
Transportation Office Storage Shed	0.6%	7,897.81	7,897.81	100.00%
Rio Del Valle Facility Improvement	0.7%	9,232.00	9,232.00	100.00%
Rose Avenue Land Purchase and Expansion Project	39.4%	496,351.02	1,725,542.52	28.76%
Rio Del Norte Container	0.4%	4,686.75	4,686.75	100.00%
Rio Rosales Facility Improvements	0.4%	4,914.00	4,914.00	100.00%
Rio Vista Gym Signage	0.2%	2,001.75	2,001.75	100.00%
Rio Del Sol Furniture	1.6%	20,210.72	20,210.72	100.00%
Solar Drive Improvements	8.4%	106,339.61	106,339.61	100.00%
** Solar Drive Generator Project	16.5%	207,856.63	295,545.63	70.33%
Oversight-Program Planning -Sage Institute	9.3%	117,500.00	117,500.00	100.00%
Facilities Related Attorney's Fees	1.7%	21,670.45	21,670.45	100.00%
	100%	1,259,301.44	1,259,301.44	

Ending Balance as of June 30, 2022 5,009,585.63

* Some Solar Drive Improvements paid 100% by Rio and OUHSD Reimbursed District for their Share

** 100% of project paid out of Developer Fees, however a portion of project completed in 2020/21.

10.1



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	10. Discussion/Action
Subject	10.1 Approval of the First Interim Budget for 2022-2023
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	All Funds
Recommended Action	Approve the First Interim Budget for 2022/2023
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

AB 1200 requires that school districts provide ongoing updates to their fiscal integrity no less than twice each school year following adoption of the budget. Commonly referred to as "interim budget reports," the primary purpose is to ensure that Board of Education are kept abreast of the changing nature of the district finances and more importantly, to ensure that the district has sufficient financial reserves to complete the current fiscal year as well as two subsequent years.

The First Interim Budget report includes the impact of actual salaries and benefit cost estimates updated to reflect actual staffing and benefit selections. Additionally, revenues have been fine tuned to reflect actual awards. Spending on supplies and services has been updated to reflect the district's latest spending authorizations.

Additionally, the forecast for 2023-24 and 2024 -2025 have been updated based on the revisions to the 2022-2023 budget projections.

2022-2023 1st Interim Budget (1).pdf (13,652 KB)

Budget Summary. 2022-23 First Interim Budget (1).pdf (834 KB)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT
GENERAL FUND SUMMARY (FUND 01)
REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE
2022-23 1st Interim Budget

	Unrestricted	Special Education	Categorical Programs	Total
A) REVENUES				
LCFF- Base Grant	\$49,477,718	\$0	\$0	\$49,477,718
LCFF- Supplemental/Concentration Grant	11,432,746	0	0	11,432,746
Federal Revenues	0	1,165,149	4,592,730	5,757,879
Other State Revenues	1,691,897	346,704	18,997,121	21,035,722
Local Revenues	816,943	4,189,688	129,276	5,135,907
TOTAL REVENUES	\$63,419,304	\$5,701,541	\$23,719,127	\$92,839,972
B) EXPENDITURES				
Certificated Salaries	\$23,673,458	\$3,166,555	\$3,764,793	\$30,604,806
Classified Salaries	6,949,028	2,841,596	\$3,184,737	12,975,361
Employee Benefits	14,984,423	2,742,207	\$2,772,637	20,499,267
Books and Supplies	2,324,561	169,490	\$2,447,226	4,941,277
Services and Operating Expenses	4,970,160	3,697,209	\$4,586,397	13,253,766
Capital Outlay	74,915	0	\$533,620	608,535
Other Outgo	2,066,273	0	\$0	2,066,273
Direct Support/Indirect Costs	(783,128)	27,859	\$576,660	(178,609)
TOTAL EXPENDITURES	\$54,259,690	\$12,644,916	\$17,866,070	\$84,770,676
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES				
C) AND USES	\$9,159,614	(\$6,943,375)	\$5,853,057	\$8,069,296
D) OTHER FINANCING SOURCES/USES				
Interfund Transfer In	0	\$0	\$0	\$0
Interfund Transfer Out	0	0	0	0
Other Sources	108,138	0	0	108,138
Contributions/Flexibility Transfers	(9,043,259)	6,552,706	2,490,553	0
TOTAL OTHER FINANCING SOURCES/USES	(\$8,935,121)	\$6,552,706	\$2,490,553	\$108,138
E) NET INCREASE (DECREASE) IN FUND BALANCE	\$224,493	(\$390,669)	\$8,343,610	\$8,177,434
F) BEGINNING FUND BALANCE	\$4,641,672	\$830,392	\$3,984,884	\$9,456,948
G) ENDING FUND BALANCE	\$4,866,165	\$439,723	\$12,328,494	\$17,634,382
H) COMPONENTS OF ENDING FUND BALANCE				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	0	439,723	12,328,494	12,768,217
Assigned for 2021-22 CSEA 5%	0	0	0	0
Total Designations	\$30,000	\$439,723	\$12,328,494	\$12,798,217
b) Reserve:				
State Mandated Reserve (3%)	2,543,120	\$0	\$0	\$2,543,120
Unassigned Reserve	2,293,045	0	0	2,293,045
Total Reserve (\$)	\$4,836,165	\$0	\$0	\$4,836,165
Total Reserve (%)	5.70%	0.00%	0.00%	5.70%
ENDING FUND BALANCE (a + b)	\$4,866,165	\$439,723	\$12,328,494	\$17,634,382

**Rio School District
Multi-Year Projections
2022-23 1st Interim Budget**

		2022-23 First Interim Budget	2023-24	2024-25
	Description			
	Funded Average Daily Attendance	5,059	4,972	4,886
A	Revenues and Other Financing Sources:			
1	LCFF: Base Grant	\$49,477,718	\$51,265,720	\$52,418,205
	LCFF: Supp/Concent	11,432,746	10,092,574	8,818,348
2	Federal Revenues	5,757,879	2,543,736	2,543,736
3	Other State Revenues	21,035,722	4,506,482	4,687,642
4	Other Local Revenues	5,135,907	5,135,907	5,135,907
5	Other Financing Sources	-	-	-
6	Transfer in from Other Funds	108,138	110,301	112,507
7	Total Revenues and Other Financing Sources	92,948,110	73,654,720	73,716,345
B	Expenditures and Other Financing uses:			
1	Certificated Salaries			
a.	Base Salaries	30,604,806	30,604,806	29,080,989
b.	Projected Step and Column Adjustment	0	429,768	436,215
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(1,953,585)	-
e.	Total Certificated Salaries	30,604,806	29,080,989	29,517,204
2	Classified Salaries			
a.	Base Salaries	12,975,361	12,975,361	11,557,501
b.	Projected Step and Column Adjustment	-	177,889	173,363
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(1,595,749)	-
e.	Total Classified Salaries	12,975,361	11,557,501	11,730,864
3	Employee Benefits:			
a.	STRS	5,622,579	5,554,469	5,637,784
b.	PERS	3,432,531	2,912,490	2,885,792
c.	FICA and Medicare	1,452,948	1,305,823	1,325,411
d.	Health and Welfare	7,118,219	7,474,130	7,847,836
e.	Unemployment	209,489	203,192	82,496
f.	Worker Comp	871,275	808,702	820,832
g.	Retiree Benefits	1,352,226	1,372,509	1,393,097
h.	Cost of Living Adjustments	-	-	-
i.	Other Benefits	440,000	(1,006,154)	(1,006,154)
j.	Total Benefits	20,499,267	18,625,162	18,987,095
4	Books and Supplies	4,941,277	4,204,723	4,204,723
5	Services and Other Operating Expenditures	13,253,766	11,212,473	11,286,858
6	Capital Outlay	608,535	74,915	74,915
7	Other outgo	2,066,273	2,066,273	2,066,273
8	Indirect costs	(178,609)	(188,001)	(188,001)
9	Other Financing Uses	-	-	-
10	Proposed Budget Cuts	-	-	-
11	Other Adjustments	-	3,500,000	3,209,913
12	Total Expenditures and Financing Uses	84,770,676	80,134,036	80,889,844
C	Net Increase (Decrease) in Fund Balance	\$8,177,434	(\$6,479,316)	(\$7,173,498)
D	Fund Balance			
1	Net Beginning Balance	9,456,948	17,634,382	11,155,066
	Total Components of Ending Fund Balance	\$17,634,382	\$11,155,066	\$3,981,567
E	Available Reserves- Unrestricted Only			
	Revolving Cash/Stores	30,000	30,000	30,000
	Legally Restricted/Carryover	12,768,217	5,995,470	(0)
	Carryover of One time Unrestricted Funds	-	-	-
	Designated for Economic Uncertainties	2,543,120	2,404,021	2,426,695
	Undesignated/ Unappropriated Amount	2,293,045	2,725,575	1,524,872
	Total Available Reserve - by Amount	\$17,634,382	11,155,066	3,981,566
	Total Available Reserve - by Percent	5.70%	6.40%	4.89%

Multi-Year Projection Unrestricted

	2022-23 First Interim Budget	2023-24	2024-25
Description			
Revenues and Other Financing Sources:			
LCFF: Base	\$49,477,718	\$51,265,720	\$52,418,205
LCFF: Supp/Conc	11,432,746	10,092,574	8,818,348
Federal Revenues	-	-	-
Other State Revenues	1,691,897	1,782,921	1,854,594
Other Local Revenues	816,943	816,943	816,943
Other Financing Sources	(9,043,259)	(9,643,259)	(10,243,259)
Transfer In	108,138	110,301	112,507
Total Revenues and Other Financing Sources	\$54,484,183	\$ 54,425,200	53,777,338
Expenditures and Other Financing uses:			
Certificated Salaries			
a. Base Salaries	\$23,673,458	23,673,458	23,844,190
b. Projected Step and Column Adjustment	-	352,377	357,663
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(181,645)	-
e. Total Certificated Salaries	23,673,458	23,844,190	24,201,853
Classified Salaries			
a. Base Salaries	6,949,028	6,949,028	6,573,608
b. Projected Step and Column Adjustment	-	104,235	98,604
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(479,655)	-
e. Total Classified Salaries	6,949,028	6,573,608	6,672,213
Employee Benefits:			
a. STRS	4,420,134	4,554,240	4,622,552
b. PERS	1,824,389	1,656,549	1,641,364
c. FICA and Medicare	860,881	848,622	861,351
d. Health and Welfare	5,544,165	5,821,373	6,112,442
e. Unemployment	145,865	152,089	61,748
f. Worker Comp	613,853	605,311	614,391
g. Retiree Benefits	1,135,136	1,152,163	1,169,445
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	440,000	-	-
j. Total Benefits	14,984,423	14,790,348	15,083,294
Books and Supplies	2,324,561	2,324,561	2,324,561
Services and Other Operating Expenditures	4,970,160	5,041,001	5,115,386
Capital Outlay	74,915	74,915	74,915
Other outgo	2,066,273	2,066,273	2,066,273
Indirect costs	(783,128)	(583,128)	(583,128)
Other Financing Uses	-	-	-
Proposed Budget Cuts			
Other Adjustments (Elimination of One time Expense)	-	-	-
Total Expenditures and Financing Uses	54,259,690	54,131,769	54,955,366
Net Increase (Decrease) in Fund Balance	224,493	293,431	(1,178,028)
Fund Balance			
Net Beginning Balance	4,641,672	4,866,165	5,159,596
Adjustment to Beginning Balance	-	-	-
e. Total Components of Ending Fund Balance	4,866,165	5,159,596	3,981,567
Available Reserves			
General Fund:			
Revolving Cash/Stores	30,000	30,000	30,000
Assigned for 2021-22 CSEA 5%	-	-	-
Designated for Economic Uncertainties	2,543,120	2,404,021	2,426,695
Undesignated/ Unappropriated Amount	2,293,045	2,725,575	1,524,872
Total Available	4,866,165	5,159,596	3,981,567

Multi-Year Projection Restricted

	2022-23 First Interim Budget	2023-24	2024-25
Description			
A Revenues and Other Financing Sources:			
1 LCFF/Revenue Limit:	\$0	\$0	\$0
LCFF: Supp/Conc	-	-	-
2 Federal Revenues	5,757,879	2,543,736	2,543,736
3 Other State Revenues	19,343,825	2,723,561	2,833,048
4 Other Local Revenues	4,318,964	4,318,964	4,318,964
5 Other Financing Sources	9,043,259	9,643,259	10,243,259
6 Total Revenues and Other Financing Sources	\$38,463,927	19,229,520	19,939,007
B Expenditures and Other Financing uses:			
1 Certificated Salaries			
a. Base Salaries	\$6,931,348	6,931,348	5,236,799
b. Projected Step and Column Adjustment	-	77,391	78,552
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(1,771,940)	-
ESSER III Plan For Certificated			
e. Total Certificated Salaries	6,931,348	5,236,799	5,315,351
2 Classified Salaries			
a. Base Salaries	6,026,333	6,026,333	4,983,893
b. Projected Step and Column Adjustment	-	73,654	74,758
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(1,116,094)	-
e. Total Classified Salaries	6,026,333	4,983,893	5,058,651
3 Employee Benefits:			
a. STRS	1,202,445	1,000,229	1,015,232
b. PERS	1,608,142	1,255,941	1,244,428
c. FICA and Medicare	592,067	457,201	464,059
d. Health and Welfare	1,574,054	1,652,757	1,735,395
e. Unemployment	63,624	51,103	20,748
f. Worker Comp	257,422	203,391	206,442
g. Retiree Benefits	217,090	220,346	223,652
h. PERS Reduction	-	-	-
i. Other Benefits/Adjustments	-	(1,006,154)	(1,006,154)
j. Total Benefits	5,514,844	3,834,814	3,903,801
4 Books and Supplies	2,616,716	1,880,162	1,880,162
5 Services and Other Operating Expenditures	8,283,606	6,171,472	6,171,472
6 Capital Outlay	533,620	-	-
7 Other outgo	-	-	-
8 Indirect costs	604,519	395,127	395,127
9 Other Financing Uses	-	-	-
10 Other Adjustments	-	3,500,000	3,209,913
11 Total Expenditures and Financing Uses	30,510,986	26,002,267	25,934,477
C Net Increase (Decrease) in Fund Balance	7,952,941	(6,772,747)	(5,995,470)
D Fund Balance			
1 Net Beginning Balance	\$4,815,276	\$12,768,217	\$5,995,470
Adjustment to Beginning Balance	-	-	-
e. Total Components of Ending Fund Balance	12,768,217	5,995,470	(\$0)
E Available Reserves			
General Fund:			
a. Revolving Cash/Stores	-	-	-
b. Legally Restricted/Carryover	12,768,217	5,995,470	(0)
c. Designated for Economic Uncertainties	-	-	-
d. Undesignated/ Unappropriated Amount	-	-	-
Total Available	\$12,768,217	\$5,995,470	(\$0)

11.2

**Agenda Item Details**

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of the Regular Board Meeting of November 16, 2022
Access	Public
Type	Action (Consent), Minutes

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

Min111622.pdf (62 KB)

Administrative Content**Executive Content**

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



**Rio School District
Minutes
Regular Board Meeting
November 16, 2022
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

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

1. Open Session 5:00 p.m.

1.1 Call to Order

Trustee Torres called the meeting to order at 5:06 p.m.

1.2 Pledge of Allegiance-Rio del Sol Student

Ariyanna Segovia, ASB Student from Rio del Mar, led the Flag Salute.

1.3 Roll Call

Trustee Torres led the flag salute. Trustee Torres, Armas and Eisenhauer were present. President Anderson arrived at 5:25 p.m. Trustee Martinez-Cortes arrive at 5:45 p.m.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

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

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Linda Armas, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Felix Eisenhauer

Not Present at Vote: Edith Martinez-Cortes, Kristine Anderson

3. Public Comment-Closed Session

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

There were no comments on closed session items.

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

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

President Anderson reconvened the meeting into open session at 6:02 p.m.

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

The Governing Board on a vote of 4-0 (Trustee Martinez-Cortes was not present at the time of the vote) approved the Stipulated Expulsion of Student No. 6010584.

President Anderson stated the Governing Board will reconvene into closed session at the end of the regular meeting.

6. Recognitions/Presentations

6.1 Rio del Sol ASB Presentation

Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Dr. Ryan Emery, Principal of Rio del Sol. Dr. Emery presented his ASB students, Arzola Fuller, Jazzlene Dominguez, Ariyanna Segovia, Cassidy Rohde and Isabella Kubanet.

Students were allowed to provide a presentation regarding the ASB activities.

6.2 California STEAM Symposium Student Showcase Presentation

Jarkko Mylarri, Director of Technology, introduced Mr. Ignacio Mendoza, School Counselor and students Samuel Mackey, Lynnsey Lapel, Zoe Moreno, Londyn Merriweather, Eli Verceles and Olivia Erhardt.

Students were allowed to share the experiences they had during the California STEAM Symposium in Anaheim.

6.3 2022 AME Institute Presentation

Jarkko Myllarri, Director of Technology, and Certificated Teachers Augustine Garcia, Omar Espinosa and David Romano provided an update to the board on the recent 2022 AME Institute they attended.

6.4 Board Member Recognition

John Puglisi, Ph.D., Superintendent acknowledged Trustees Linda Armas and Edith Martinez-Cortes for their commitment, dedication and years of service to the students, staff and community of the Rio School District.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

Trustee Armas stated she did receive an email that was sent out to the rest of the board.

7.2 Board Member Reports

Board member reports were heard from Trustee Martinez-Cortes and President Anderson.

7.3 Organizational Reports-RTA/CSEA/Other

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

7.4 Superintendent Report

Superintendent Puglisi discussed the Rio School District Annual Goals 2022/2023 that will be brought for approval later this evening.

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 David Romano.

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

President Anderson opened the public hearing at 7:40 p.m., as there were no comments the hearing was closed at 7:40 p.m.

9. Information

9.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, provided an update on the following:

Master Planning/Safety Update and Post Bond Results.

9.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services provided an on Trimester 1 grades and an Interim Assessment report.

9.3 Human Resources Updates

Rebecca Rocha, Director of Human Resources, provided an update on COVID and enrollment.

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
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.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

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

Staff recommends approval and adoption of Resolution No. 22/23-10.

Motion by Linda Armas, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

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

It is recommended that the Board approve the proposal for a special-needs restroom building at Rio Lindo by KBZ Architects.

Motion by Kristine Anderson, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer
Not Present at Vote: Eleanor Torres

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

Motion by Linda Armas, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

10.5 Authorization of Teaching Assignment- Provisional Internship Permit (PIP)
Administration recommends approval of the PIP.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

10.6 Approval of job descriptions for technology department
District Administration recommends approval of the three job descriptions.

Motion by Linda Armas, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

10.7 Approval of a 5% Salary Increase for BoardMembers
Staff recommends approval of the 5% Salary Increase for Board Members

Motion by Linda Armas, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

10.8 Adoption of the District Goals FY 2022/2023
Staff recommends approval of the RSD District Goals FY 2022/2023.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

11. Consent

11.1 Approval of the Consent Agenda

Staff recommends approval of the Consent Agenda, as presented.

Motion by Felix Eisenhauer, second by Linda Armas.

Final Resolution: Motion Carries

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

Not Present at Vote: Eleanor Torres

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

President Anderson adjourned the meeting into closed session at 8:36 p.m. President Anderson reconvened the meeting back into open session at 9:01 p.m.

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

13. Adjournment

13.1 Adjournment

President Anderson adjourned the meeting at 9:02 p.m.

Approved on this 14th day of December, 2022.

John Puglisi, Ph.D., Secretary Date

Clerk of the Board Date

11.3



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.3 Ratification of the Commercial Warrant for November 4, 2022 through November 30, 2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,748,490.63
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period November 4, 2022 through Decemberr 30, 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 \$2,748,490.63 which includes processing payments for all funds of the District in the following amounts for the period November 4, 2022 through November 30, 2022.

Fund 010	General Fund	\$2,344,113.52
Fund 130	Cafeteria Fund	\$145,467.55
Fund 212	Building Fund Measure L	\$82,524.05
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$38,818.27
Fund 252	CAPITAL FACILITIES - COMMERCIAL	\$82,426.97
Fund 490	Capital Projects Fund for Blen	\$55,140.27
Less Unpaid Tax Liability		\$ 0
Total:		\$2,748,490.63

Dec. Board Report Check Register.pdf (930 KB)

Administrative Content

Executive Content

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

Checks Dated 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047199	11/07/2022	HOUGHTON MIFFLIN COMPANY	010-4140	88,248.99	
5009047230	11/08/2022	CENGAGE LEARNING	010-4140	84,078.80	
5009047272	11/14/2022	CENGAGE LEARNING	010-4140	157,102.37	
5009047349	11/17/2022	The Math Learning Center	010-4140	209.25	
5009047181	11/07/2022	BOOKSOURCE	010-4200	27.07	
5009047194	11/07/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4200	53.68	
5009047204	11/07/2022	Open Up Resources	010-4200	15,480.73	
5009047297	11/15/2022	AMAZON CAPITAL SERVICES	010-4200	1,676.76	
5009047180	11/07/2022	BENCHMARK EDUCATION COMPANY	010-4300	3,077.81	
5009047186	11/07/2022	Cheer Solutions	010-4300	829.87	
5009047188	11/07/2022	COOLE SCHOOL	010-4300	814.50	
5009047190	11/07/2022	Diener's Electric Inc.	010-4300	158.00	
5009047197	11/07/2022	Green Thumb Nursery	010-4300	770.56	
5009047198	11/07/2022	Robert Guynn	010-4300	525.00	
5009047201	11/07/2022	Learning Without Tears	010-4300	947.57	
5009047202	11/07/2022	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	725.00	
5009047203	11/07/2022	ODP Business Solutions	010-4300	6,724.44	
5009047207	11/07/2022	REALLY GOOD STUFF LLC	010-4300	71.71	
5009047208	11/07/2022	RENAISSANCE LEARNING INC.	010-4300	1,790.00	
5009047209	11/07/2022	Riverside Insights	010-4300	3,388.95	
5009047213	11/07/2022	Velocity Truck Center	010-4300	62.78	
5009047214	11/08/2022	Airtame US Inc.	010-4300	326.66	
5009047216	11/08/2022	Aswell Trophy	010-4300	279.57	
5009047223	11/08/2022	Franklin Covey	010-4300	2,726.07	
5009047226	11/08/2022	MCGRAW HILL	010-4300	10,280.59	
5009047231	11/08/2022	PERMA BOUND	010-4300	367.89	
5009047232	11/08/2022	Proforma	010-4300	2,257.14	
5009047235	11/08/2022	SCHOOLSin	010-4300	555.76	
5009047237	11/08/2022	Steps to Literacy	010-4300	483.94	
5009047243	11/08/2022	Velocity Truck Center	010-4300	19.24	
5009047245	11/08/2022	ZOO-PHONICS	010-4300	342.48	
5009047248	11/14/2022	Curriculum Associates	010-4300	2.43	
5009047257	11/14/2022	Grainger	010-4300	327.19	
5009047258	11/14/2022	Heggerty	010-4300	865.08	
5009047260	11/14/2022	House Sanitary Supply	010-4300	2,602.23	
5009047261	11/14/2022	HR Entertainment	010-4300	11,049.62	
5009047264	11/14/2022	Kimball Midwest	010-4300	522.22	
5009047265	11/14/2022	LAKESHORE	010-4300	5,726.24	
5009047273	11/14/2022	O'Reilly Auto Parts	010-4300	32.23	
5009047275	11/14/2022	PARADISE CHEVROLET	010-4300	228.69	
5009047277	11/14/2022	NCS PEARSON INC. DBA PEARSON ASSESSMENTS	010-4300	254.54	
5009047278	11/14/2022	PEARSON	010-4300	1,982.29	
5009047279	11/14/2022	LESLIE PIMENTEL	010-4300	522.76	

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Checks Dated 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047284	11/14/2022	SANTA MARIA TIRE	010-4300	1,818.82	
5009047285	11/14/2022	SCHOLASTIC	010-4300	342.63	
5009047287	11/14/2022	Steps to Literacy	010-4300	483.94	
5009047289	11/14/2022	SYSCO VENTURA, INC.	010-4300	200.03	
5009047295	11/14/2022	VIRCO MFG.	010-4300	389.99	
5009047297	11/15/2022	AMAZON CAPITAL SERVICES	010-4300	18,301.49	
5009047306	11/15/2022	Kimball Midwest	010-4300	2,309.86	
5009047307	11/15/2022	LAKESHORE	010-4300	3,718.14	
5009047309	11/15/2022	SC FUELS	010-4300	9,964.38	
5009047311	11/15/2022	SCRIPPS NATIONAL SPELLING BEE	010-4300	182.50	
5009047315	11/17/2022	Pimentel, Leslie T	010-4300	149.28	
5009047317	11/17/2022	Garcia, Lisette	010-4300	332.82	
5009047318	11/17/2022	Arceo, Lucila	010-4300	102.35	
5009047319	11/17/2022	Mosqueda, Margarita	010-4300	40.64	
5009047320	11/17/2022	Zaritsky, Deborah H	010-4300	31.33	
5009047321	11/17/2022	Serrano, Jessica	010-4300	83.70	
5009047322	11/17/2022	Maria, Julie E	010-4300	36.84	
5009047323	11/17/2022	Guynn, Robert W	010-4300	96.00	
5009047324	11/17/2022	Hernandez, Carmen M	010-4300	120.00	
5009047326	11/17/2022	Zarate, Cynthia	010-4300	88.32	
5009047328	11/17/2022	Malette, Jeanine	010-4300	246.33	
5009047331	11/17/2022	VanConas, Andrew G	010-4300	149.72	
5009047332	11/17/2022	Espinoza, Omar	010-4300	91.75	
5009047337	11/17/2022	Apple Inc.	010-4300	6,844.39	
5009047345	11/17/2022	HANGSAFE HOOKS	010-4300	463.35	
5009047347	11/17/2022	LAKESHORE	010-4300	8,028.88	
5009047348	11/17/2022	LISETTE GARCIA	010-4300	672.14	
5009047349	11/17/2022	The Math Learning Center	010-4300	4,334.04	
5009047350	11/17/2022	ODP Business Solutions	010-4300	8,831.10	
5009047351	11/17/2022	Riverside Insights	010-4300	156.23	
5009047352	11/17/2022	School Datebooks, Inc.	010-4300	504.92	
5009047353	11/17/2022	Southwest School & Office Supply	010-4300	220.17	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	010-4300	22,119.90	
5009047357	11/17/2022	ZOO-PHONICS	010-4300	701.62	
5009047369	11/21/2022	GLOBAL EQUIPMENT COMPANY	010-4300	6,659.56	
5009047370	11/21/2022	HOME DEPOT CREDIT SERVICES	010-4300	5,421.84	
5009047375	11/21/2022	MobyMAx	010-4300	1,439.00	
5009047376	11/21/2022	Modular Robotics Inc.	010-4300	1,474.65	
5009047379	11/21/2022	Ramiro Avina	010-4300	4,800.00	
5009047386	11/21/2022	ULINE	010-4300	5,971.22	
5009047390	11/22/2022	Advance Auto Parts	010-4300	718.15	
5009047392	11/22/2022	BARON INDUSTRIES	010-4300	413.53	
5009047395	11/22/2022	SC FUELS	010-4300	2,475.44	
5009047396	11/28/2022	AMAZON CAPITAL SERVICES	010-4300	10,044.87	
5009047397	11/28/2022	Aswell Trophy	010-4300	928.63	

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Checks Dated 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047401	11/28/2022	Giant Marketing, LLC CheapasTeas.com	010-4300	207.25	
5009047402	11/28/2022	Cheer Outfitters	010-4300	5,978.97	
5009047409	11/28/2022	Robert Guynn	010-4300	491.06	
5009047410	11/28/2022	HR Entertainment	010-4300	11,034.00	
5009047413	11/28/2022	ODP Business Solutions	010-4300	7,170.20	
5009047418	11/28/2022	Velocity Truck Center	010-4300	13.67	
5009047422	11/28/2022	WORTHINGTON DIRECT, INC.	010-4300	41,583.24	
5009047205	11/07/2022	Pioneer Chemical Co	010-4325	1,263.80	
5009047260	11/14/2022	House Sanitary Supply	010-4325	11,827.69	
5009047346	11/17/2022	House Sanitary Supply	010-4325	1,436.59	
5009047381	11/21/2022	Southwest School & Office Supply	010-4325	2,684.41	
5009047274	11/14/2022	Pacific Equipment	010-4360	551.70	
5009047309	11/15/2022	SC FUELS	010-4360	1,558.55	
5009047370	11/21/2022	HOME DEPOT CREDIT SERVICES	010-4360	1,065.98	
5009047395	11/22/2022	SC FUELS	010-4360	387.19	
5009047185	11/07/2022	Carson Trailer Inc.	010-4400	3,834.19	
5009047265	11/14/2022	LAKESHORE	010-4400	5,049.02	
5009047307	11/15/2022	LAKESHORE	010-4400	3,333.31	
5009047337	11/17/2022	Apple Inc.	010-4400	763.66	
5009047347	11/17/2022	LAKESHORE	010-4400	16,110.76	
5009047376	11/21/2022	Modular Robotics Inc.	010-4400	3,923.35	
5009047217	11/08/2022	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	35,209.56	
5009047224	11/08/2022	HR Entertainment	010-5100	1,521.97	
5009047225	11/08/2022	Maxim Healthcare Staffing	010-5100	58,277.49	
5009047246	11/14/2022	360 Degree Customer Inc.	010-5100	48,502.07	
5009047252	11/14/2022	EverDriven Technologies	010-5100	4,125.00	
5009047276	11/14/2022	PASSAGEWAY, INC.	010-5100	6,281.26	
5009047280	11/14/2022	New Direction Solutions LLC Pro Care Therapy	010-5100	1,767.87	
5009047359	11/21/2022	360 Degree Customer Inc.	010-5100	55,407.77	
5009047361	11/21/2022	Catalyst Family Inc.	010-5100	14,950.46	
5009047371	11/21/2022	HR Entertainment	010-5100	1,180.30	
5009047377	11/21/2022	New Direction Solutions LLC Pro Care Therapy	010-5100	8,613.91	
5009047380	11/21/2022	Sollant Health LLC	010-5100	16,817.64	
5009047384	11/21/2022	The Stepping stones Group, LLC	010-5100	2,558.66	
5009047387	11/21/2022	Tammy Van Fleet, PHD, BCBAD	010-5100	1,852.84	
5009047400	11/28/2022	Catalyst Family Inc.	010-5100	1,617.12	
5009047403	11/28/2022	Children's Therapy Network Inc	010-5100	58.50	
5009047198	11/07/2022	Robert Guynn	010-5200	596.58	
5009047215	11/08/2022	Amy Smith	010-5200	1,358.16	
5009047263	11/14/2022	TERESA IVEY	010-5200	449.78	
5009047312	11/15/2022	School Services Of California	010-5200	275.00	
5009047316	11/17/2022	Ramos, Nancy	010-5200	50.00	
5009047318	11/17/2022	Arceo, Lucila	010-5200	70.44	

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Board Report

Checks Dated 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047322	11/17/2022	Maria, Julie E	010-5200	261.38	
5009047325	11/17/2022	Romano, David R	010-5200	175.00	
5009047329	11/17/2022	Ortiz, Marcela J	010-5200	41.25	
5009047330	11/17/2022	Minnis, Krista J	010-5200	20.38	
5009047333	11/17/2022	Hernandez, Ana G	010-5200	41.19	
5009047334	11/17/2022	Vreeland, Leslie N	010-5200	19.13	
5009047335	11/17/2022	Mondschein, Natalie R	010-5200	11.19	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	010-5200	5,111.35	
5009047358	11/21/2022	Howatt, Ryan M	010-5200	138.75	
5009047404	11/28/2022	Christine Henggeler	010-5200	534.96	
5009047419	11/28/2022	Ventura County Office of Education Business	010-5200	70.00	
5009047177	11/07/2022	ACSA	010-5300	1,416.67	
5009047340	11/17/2022	CPI	010-5300	4,249.00	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	010-5300	670.99	
5009047396	11/28/2022	AMAZON CAPITAL SERVICES	010-5300	851.06	
5009047374	11/21/2022	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009047250	11/14/2022	SOUTHERN CALIF. EDISON	010-5520	37,761.30	
5009047341	11/17/2022	SOUTHERN CALIF. EDISON	010-5520	4,900.62	
5009047344	11/17/2022	THE GAS COMPANY	010-5530	226.01	
5009047183	11/07/2022	California American Water	010-5540	257.69	
5009047187	11/07/2022	CITY OF OXNARD	010-5540	29,568.43	
5009047233	11/08/2022	Ventura County Watershed Protection District	010-5540	10,080.00	
5009047241	11/08/2022	UNITED WATER CONSERVATION DIST	010-5540	3,331.38	
5009047338	11/17/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	270.00	
5009047405	11/28/2022	CULLIGAN WATER	010-5540	87.25	
5009047191	11/07/2022	E J Harrison & Sons	010-5560	10,544.44	
5009047249	11/14/2022	E J Harrison & Sons	010-5560	188.17	
5009047394	11/22/2022	E J Harrison & Sons	010-5560	10,196.94	
5009047189	11/07/2022	City Of Oxnard-City Treasurer	010-5561	55.60	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	010-5600	1,346.00	
5009047356	11/17/2022	XEROX CORPORATION	010-5600	279.54	
5009047406	11/28/2022	De Lage Landen Financial Services, Inc.	010-5600	412.98	
5009047423	11/28/2022	XEROX CORPORATION	010-5600	279.54	
5009047239	11/08/2022	Tri County Power Washing	010-5610	4,000.00	
5009047240	11/08/2022	Tri County Power Washing	010-5610	3,000.00	
5009047267	11/14/2022	M/M Mechanical Inc.	010-5610	11,570.15	
5009047290	11/14/2022	TELCOM, INC	010-5610	2,084.53	
5009047336	11/17/2022	AMERICAN BUILDING COMFORT	010-5610	26,790.04	
5009047385	11/21/2022	Tri County Power Washing	010-5610	4,000.00	

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Board Report

Checks Dated 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047408	11/28/2022	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009047356	11/17/2022	XEROX CORPORATION	010-5612	10,642.08	
5009047412	11/28/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	7,991.22	
5009047423	11/28/2022	XEROX CORPORATION	010-5612	10,324.64	
5009047399	11/28/2022	Bertrands Music (Pedersens)	010-5613	116.72	
5009047213	11/07/2022	Velocity Truck Center	010-5620	790.89	
5009047243	11/08/2022	Velocity Truck Center	010-5620	242.38	
5009047418	11/28/2022	Velocity Truck Center	010-5620	172.21	
5009047254	11/14/2022	Fence Factory Rentals	010-5630	467.78	
5009047300	11/15/2022	Fence Factory Rentals	010-5630	196.66	
5009047417	11/28/2022	United Site Services	010-5630	4,146.36	
5009047182	11/07/2022	CDTF	010-5800	53.04	
5009047184	11/07/2022	California School Inspections	010-5800	3,600.00	
5009047192	11/07/2022	Explore Learning	010-5800	3,295.00	
5009047196	11/07/2022	Luis Gerardo Guillen	010-5800	2,000.00	
5009047200	11/07/2022	Jasmine Keys	010-5800	1,590.00	
5009047211	11/07/2022	SERVICE PRO-FIRE PROTECTION	010-5800	2,650.00	
5009047212	11/07/2022	Steve Sunnarborg	010-5800	1,025.00	
5009047217	11/08/2022	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5800	674.82	
5009047218	11/08/2022	California Lutheran University CRLP	010-5800	27,800.00	
5009047220	11/08/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009047224	11/08/2022	HR Entertainment	010-5800	928.03	
5009047225	11/08/2022	Maxim Healthcare Staffing	010-5800	5,695.61	
5009047227	11/08/2022	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800	27,255.20	
5009047228	11/08/2022	Mind Research Institute	010-5800	12,000.00	
5009047229	11/08/2022	Most Excellent Enterprises	010-5800	1,450.00	
5009047234	11/08/2022	SchoolMint Inc	010-5800	5,742.60	
5009047236	11/08/2022	SCRIPPS NATIONAL SPELLING BEE	010-5800	182.50	
5009047238	11/08/2022	T-Mobile	010-5800	175.14	
5009047242	11/08/2022	Vantage Learning USA LLC	010-5800	8,125.00	
5009047246	11/14/2022	360 Degree Customer Inc.	010-5800	1,134.92	
5009047251	11/14/2022	Edward Lee Layman	010-5800	2,125.00	
5009047252	11/14/2022	EverDriven Technologies	010-5800	3,740.21	
5009047255	11/14/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-5800	18,886.14	
5009047259	11/14/2022	William Venegas Hip Hop Mindset	010-5800	5,880.00	
5009047268	11/14/2022	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800	15,825.60	
5009047269	11/14/2022	Most Excellent Enterprises	010-5800	1,500.00	
5009047270	11/14/2022	Moxi, The Wolf museum of Exploration & Innovation	010-5800	576.00	
5009047276	11/14/2022	PASSAGEWAY, INC.	010-5800	2,164.09	

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 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047280	11/14/2022	New Direction Solutions LLC Pro Care Therapy	010-5800	632.13	
5009047281	11/14/2022	Professional Tutors of America	010-5800	1,935.00	
5009047288	11/14/2022	Steve Sunnarborg	010-5800	1,000.00	
5009047292	11/14/2022	Tammy Van Fleet, PHD, BCBAD	010-5800	1,000.00	
5009047298	11/15/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	1,200.00	
5009047299	11/15/2022	eSpark Learning	010-5800	19,380.00	
5009047301	11/15/2022	FGL Environmental	010-5800	1,795.00	
5009047302	11/15/2022	Franklin Covey	010-5800	6,179.19	
5009047303	11/15/2022	Luis Gerardo Guillen	010-5800	800.00	
5009047310	11/15/2022	SCHOLASTIC	010-5800	663.52	
5009047327	11/17/2022	Stewart, Joseph	010-5800	375.00	
5009047342	11/17/2022	Franklin Covey	010-5800	52,500.00	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	010-5800	10,018.82	
5009047359	11/21/2022	360 Degree Customer Inc.	010-5800	3,351.16	
5009047361	11/21/2022	Catalyst Family Inc.	010-5800	24,204.21	
5009047362	11/21/2022	The Center for Effective Philanthropy, Inc.	010-5800	32,000.00	
5009047363	11/21/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	150.00	
5009047365	11/21/2022	Emma E. Mikita	010-5800	900.00	
5009047366	11/21/2022	Exclusive Alarm Services	010-5800	1,685.00	
5009047371	11/21/2022	HR Entertainment	010-5800	719.70	
5009047372	11/21/2022	Jasmine Keys	010-5800	525.00	
5009047377	11/21/2022	New Direction Solutions LLC Pro Care Therapy	010-5800	3,080.09	
5009047380	11/21/2022	Soliant Health LLC	010-5800	4,098.36	
5009047384	11/21/2022	The Stepping stones Group, LLC	010-5800	681.94	
5009047387	11/21/2022	Tammy Van Fleet, PHD, BCBAD	010-5800	5,147.06	
5009047400	11/28/2022	Catalyst Family Inc.	010-5800	51.72	
5009047403	11/28/2022	Children's Therapy Network Inc	010-5800	292.50	
5009047407	11/28/2022	Curriculum Associates LLC	010-5800	28,368.00	
5009047411	11/28/2022	JOSHUA STEINER	010-5800	3,750.00	
5009047414	11/28/2022	Qualtrics, LLC	010-5800	29,350.00	
5009047415	11/28/2022	Rain Master Irrigation Systems	010-5800	14.95	
5009047271	11/14/2022	Myers, Widders, Gibson, Jones	010-5802	703.04	
5009047179	11/07/2022	AT&T	010-5900	226.24	
5009047193	11/07/2022	FEDEX	010-5900	32.98	
5009047195	11/07/2022	Frontier Communications	010-5900	271.40	
5009047256	11/14/2022	Frontier Communications	010-5900	56.97	
5009047343	11/17/2022	Frontier Communications	010-5900	160.20	
5009047368	11/21/2022	FEDEX	010-5900	44.42	
5009047398	11/28/2022	AT&T	010-5900	2,171.70	
5009047421	11/28/2022	Windstream	010-5900	7,631.43	
5009047393	11/22/2022	CMRS-FP	010-5915	10,000.00	

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

ESCAPE ONLINE

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ReqPay12a

Board Report

Checks Dated 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047294	11/14/2022	VERIZON WIRELESS	010-5920	465.18	
5009047305	11/15/2022	KENCO CONSTRUCTION SERVICES	010-6145	1,890.00	
5009047210	11/07/2022	SCHOOL SPECIALTY, LLC	010-9510	207.64	
5009047235	11/08/2022	SCHOOLSin	010-9510	1,227.86	
5009047248	11/14/2022	Curriculum Associates	010-9510	93.02	
5009047278	11/14/2022	PEARSON	010-9510	480.65	
5009047287	11/14/2022	Steps to Literacy	010-9510	1,482.14	
5009047296	11/14/2022	Wireless CCTV LLC	010-9510	6,000.00	
5009047339	11/17/2022	Barnes & Noble Inc.	010-9510	834.55	
5009047286	11/14/2022	SISC FINANCE	010-9516	8,113.94	
			010-9534	659,275.50	
			010-9537	30,533.01	
5009047424	11/29/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	84,743.33	
Total Number of Checks			217	2,344,113.52	
5009047253	11/14/2022	Farmivore Inc	130-4300	17.84	
5009047297	11/15/2022	AMAZON CAPITAL SERVICES	130-4300	1,343.04	
5009047350	11/17/2022	ODP Business Solutions	130-4300	1,755.88	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	130-4300	5,178.68	
5009047360	11/21/2022	Best Equipment Repair Service	130-4300	320.25	
5009047367	11/21/2022	Farmivore Inc	130-4300	3.33	
5009047413	11/28/2022	ODP Business Solutions	130-4300	150.44	
5009047219	11/08/2022	CDE/CASHIER'S OFFICE	130-4710	19.50	
5009047222	11/08/2022	Driftwood Dairy, Inc.	130-4710	5,559.18	
5009047253	11/14/2022	Farmivore Inc	130-4710	1,376.16	
5009047266	11/14/2022	Laubacher Farms, Inc	130-4710	1,116.00	
5009047283	11/14/2022	Tri County Bread Service	130-4710	599.30	
5009047289	11/14/2022	SYSCO VENTURA, INC.	130-4710	29,665.47	
5009047291	11/14/2022	THE BERRY MAN, INC.	130-4710	10,946.41	
5009047314	11/15/2022	Watkins Cattle Company	130-4710	5,203.80	
5009047364	11/21/2022	Driftwood Dairy, Inc.	130-4710	6,282.92	
5009047367	11/21/2022	Farmivore Inc	130-4710	256.67	
5009047373	11/21/2022	Laubacher Farms, Inc	130-4710	360.00	
5009047378	11/21/2022	Tri County Bread Service	130-4710	2,003.05	
5009047382	11/21/2022	SYSCO VENTURA, INC.	130-4710	26,217.20	
5009047383	11/21/2022	THE BERRY MAN, INC.	130-4710	17,280.55	
5009047388	11/21/2022	Watkins Cattle Company	130-4710	1,197.70	
5009047206	11/07/2022	Puretec Industrial Water	130-5600	492.20	
5009047282	11/14/2022	Puretec Industrial Water	130-5600	130.06	
5009047420	11/28/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	6,138.21	
			130-5610	517.41	
5009047356	11/17/2022	XEROX CORPORATION	130-5612	457.70	
5009047423	11/28/2022	XEROX CORPORATION	130-5612	444.07	

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 11/04/2022 through 11/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047244	11/08/2022	VENTURA COUNTY FARM TO SCHOOL	130-5800	14,000.00	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	130-5800	462.95	
5009047389	11/22/2022	Acom Appliance Service	130-5800	760.69	
5009047179	11/07/2022	AT&T	130-5900	2.53	
5009047398	11/28/2022	AT&T	130-5900	40.92	
5009047219	11/08/2022	CDE/CASHIER'S OFFICE	130-9320	1,885.65	
5009047260	11/14/2022	House Sanitary Supply	130-9320	3,281.79	
Total Number of Checks			30	145,467.55	
5009047355	11/17/2022	U.S. Bank Corporate Payment Systems	212-4300	346.10	
5009047221	11/08/2022	Calbi Technologies, Inc	212-5800	115.00	
5009047391	11/22/2022	A4E	212-5800	1,292.75	
5009047293	11/14/2022	Venco Electric	212-6202	31,337.70	
5009047308	11/15/2022	NV/5 West, Inc.	212-6202	6,951.50	
5009047304	11/15/2022	KBZ Architects	212-6219	220.00	
5009047247	11/14/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	32,476.00	
5009047305	11/15/2022	KENCO CONSTRUCTION SERVICES	212-6290	9,785.00	
Total Number of Checks			8	82,524.05	
5009047416	11/28/2022	Sage Realty Group	251-5800	28,500.00	
5009047271	11/14/2022	Myers, Widders, Gibson, Jones	251-5802	196.89	
5009047178	11/07/2022	A4E	251-6219	7,102.50	
5009047262	11/14/2022	Ike's Pump & Drilling, Inc	251-6500	3,018.88	
Total Number of Checks			4	38,818.27	
5009047313	11/15/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009047354	11/17/2022	Tetra Tech Divisions	252-5800	42,841.14	
			252-6235	26,985.83	
Total Number of Checks			2	82,426.97	
5009047386	11/21/2022	ULINE	490-4400	42,945.27	
5009047300	11/15/2022	Fence Factory Rentals	490-5800	10,675.00	
5009047305	11/15/2022	KENCO CONSTRUCTION SERVICES	490-6245	1,520.00	
Total Number of Checks			3	55,140.27	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	217	2,344,113.52
130	Cafeteria Fund	30	145,467.55
212	Building Fund Measure L	8	82,524.05
251	CAPITAL FACILITIES - RESIDENTI	4	38,818.27
252	CAPITAL FACILITIES COMMERCIAL	2	82,426.97

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

ESCAPE ONLINE

Checks Dated 11/04/2022 through 11/30/2022

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

Fund	Description	Check Count	Expensed Amount
490	Capital Projects Fund for Blen	3	55,140.27
	Total Number of Checks	248	2,748,490.63
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		2,748,490.63

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

ESCAPE ONLINE

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11.4



Agenda Item Details

Meeting Dec 14, 2022 - RSD Annual Organization Board Meeting

Category 11. Consent

Subject 11.4 Approval of the December Personnel Report

Access Public

Type Action (Consent)

Preferred Date Dec 14, 2022

Recommended Action Staff recommends approval of the December personnel report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Standard agenda item to approval personnel changes for December.

PERS Report - December 14, 2022.pdf (63 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
December 14, 2022

Certificated Personnel Report

Certificated Resignation:

Spyrka, Stephanie, School Counselor, Rio Vista 1.0 (FTE) Effective 12/30/2022

Certificated Ratification of Employment:

Hansch, Justin, Multiple Subject Teacher, District 1.0 (FTE) Effective 11/30/2022

Classified Personnel Report

Classified Leave of Absence:

Franco, Celia, Campus Supervision Assistant, (3.75) hours, Rio Real, effective 11/14/22 - 01/2/23

Classified Promotion:

Bedia, Areli, from Campus Supervision Assistant, (4) hrs, Rio Plaza, to Food Service Worker I, (2) hrs, effective 11/28/22,
2 positions

Vreeland, Leslie, from Clerk Typist I (4) hours, District Office to Account Clerk II, (4) hours, District Office, effective 11/15/22

Classified Ratification of Employment:

Baladeras, Cindy, Campus Supervision Assistant, (4.5) hours, Rio Del Valle, effective 12/5/22

Cervantes, Juan, Bus Driver/Custodian, (8) hours, MOT, effective 11/21/22

Cruz, Amelia, Food Service Worker, (3) hours, Rio Del Mar, Rio Del Mar, effective 11/29/22

Garcia Baez, Josephine, Instructional Assistant/Sped, (2.75) hours, Rio Del Mar, effective 11/28/22, 2 positions

Lopez, Luz, Food Service Worker I, (2) hours, Rio Plaza, effective 11/28/22, 2 positions

Classified Reclassification:

Gibson, Brian, from Microcomputer Support Technician to Education Technology Network Support Specialist, effective 11/17/22

Reynoso, Lyana, from Secretary to Technology Information Systems Support Technician, effective 11/17/22

Classified Voluntary Transfer:

Roa, Lucila, from Food Service Worker I, (3)hrs, Rio Del Sol, to Food Service Worker I, (3)hrs, Rio Rosales, effective 11/28/22

Roa, Lucila, from Food Service Worker I, (2)hrs, Rio Del Sol, to Food Service Worker I, (2)hrs, Rio Rosales, effective 11/28/22

Classified Short-Term Employment:

Duran, Ixtzel, LST, effective 11/1/22

Miranda, Claudia, effective 11/1/22

Magana, Carmen, effective 11/1/22

11.5



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.5 Approval of the 2023-2024 Open Enrollment Dates: February 6, 2023 - March 31, 2023
Access	Public
Type	Action (Consent)
Preferred Date	Dec 14, 2022
Recommended Action	Staff recommends approval of the open enrollment dates for the 2023-2024 school year.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: District is requesting approval of the 2023-2024 Open Enrollment dates. Upon approval, families will be able to request intra-district transfers during this open enrollment window. A copy of the application is attached for review.

Open Enrollment Letter 2023.docx.pdf (357 KB)

Administrative Content

Executive Content

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

Rio School District

January, 2023

Board of Education

Kristine Anderson
Trustee

Eleanor Torres
Trustee

Felix Eisenhauer
Trustee

Alesia Martin
Trustee

Rosa Balderrama
Trustee

The Rio School District will be accepting applications for Open Enrollment, Intra District transfers, between February 6th and March 31st, 2023. Intra district transfers are transfers requested by resident district students who wish to enroll at a school site different than their resident area school.

If you want your child to attend another school within the Rio School District, you must complete the required application. The application will not be mailed, but can be picked up at the District Office located at 1800 Solar Drive., Oxnard, CA 93030 and is available online at the District Office website www.rioschools.org. If you want your children to continue attending their home school you do not need to fill out an open enrollment form.

Superintendent

Dr. John Puglisi, Ph.D.

Please note the timeline below:

February 6, 2023 Intra-district Open Enrollment Applications are available at the District Office.

March 31, 2023 Deadline for all applications. Applications must be received at the District Office by 4:30 p.m.

June 2023 Parents will be notified of the status of their application by mail.

The application form contains all of the necessary information for those choosing open enrollment. One application per child must be completed.

If you have any questions concerning Intra district transfers, please contact Darlene Fino, at 805.485.3111 ext. 2132.

Sincerely,

Veronica Rauschenberger
Director of School and System Improvement

Rio School District

de enero 2022

Board of Education

Kristine Anderson
Trustee

Eleanor Torres
Trustee

Felix Eisenhauer
Trustee

Rosa Balderrama
Trustee

Alesia Martin
Trustee

El Distrito Escolar Rio estará aceptando solicitudes para la Inscripción Abierta, Transferencias dentro del Distrito, entre el 6 de febrero al 31 de marzo del 2022. Las transferencias dentro del distrito son transferencias solicitadas para estudiantes residentes del distrito que desean inscribirse en una escuela distinta a su escuela de área de residencia.

Si desea que su hijo asista a otra escuela dentro del Distrito Escolar Rio, debe completar la solicitud requerida. La solicitud no se envía por correo, pero puede recogerla en la Oficina del Distrito ubicada en 1800 Solar Drive 3, Oxnard, CA 93030 y está disponible en la red en el sitio web del Distrito, www.rioschools.org. Si desea que sus hijos sigan asistiendo a su escuela de residencia, no necesita llenar una solicitud de inscripción abierta.

Por favor vea la línea de tiempo de abajo:

6 de febrero 2023 Solicitudes de Transferencia dentro del Distrito e Inscripción Abierta están disponibles en la Oficina del Distrito.

31 de marzo 2023 Fecha límite para todas las solicitudes. Las solicitudes se deben entregar en la Oficina del Distrito antes de las 4:30 p.m.

Junio 2023 Padres serán notificados del estado de su solicitud por correo.

Superintendent

Dr. John Puglisi, Ph.D.

El formulario de solicitud contiene toda la información necesaria para aquellos que elijan la inscripción abierta. Se debe completar una solicitud por niño.

Si tiene preguntas sobre las transferencias dentro del distrito, por favor comuníquese con Darlene Fino, al 805-485-3111 ext. 2132.

Atentamente,

Veronica Rauschenberger
Dir.ª De Mejoramiento de Escuelas y Sistemas

11.6



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.6 Approval of Annual Williams Settlement Report for the 2021-2022 school year
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams settlement report.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

This annual report is distributed to the school district governing board to ensure all students are provided with essential instructional materials and quality facilities by the Ventura County Office of Education.

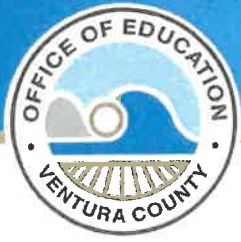
The County Superintendent of School is required by California Education Code Section 1240 to visit the schools ranked in deciles 1-3 of the 2012 Academic Performance Index to ensure compliance. Attached is a copy of the settlement report summary for your review.

609 Rio Williams Annual Report 21-22FY (1).pdf (610 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.



Administration

5189 Verdugo Way
Camarillo, CA 93012
805-383-1902 • FAX: 805-383-1908
www.vcoe.org

VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

November 10, 2022

Ms. Kristine Anderson
Governing Board President
Rio School District
1800 Solar Drive
Oxnard, CA 93030

Dear Ms. Anderson:

Ventura County Office of Education has completed the annual Williams Settlement report for the 2021-22 fiscal year determining students have sufficient instructional materials, school facilities are clean, safe, and functional, teachers have proper classroom assignments and certifications, and accuracy of the School Accountability Report Card. The report is distributed to the school district governing board, County Board of Education, and County Board of Supervisors. In addition to the report, we have included a Williams Lawsuit Settlement summary.

We commend the school site staff and district administration for their commitment to ensure all students are provided with essential instructional materials and quality facilities that promote and encourage student learning.

Sincerely,

Dr. César Morales
County Superintendent of Schools

Attachments

cc: District Superintendent
District Williams Coordinator
District Chief Business Official
VCOE Deputy Superintendent

Ventura County Office of Education
Williams Settlement Report
2021-22

The County Superintendent of School is required by California Education Code Section 1240 to visit the schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index to ensure compliance by determining:

Instructional Materials - that all students, in grades TK-12, have standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment; and

Facilities - if there is any facility condition that poses an emergency or urgent threat to the health or safety of pupils or staff; and

School Accountability Report Card (SARC) - the school has provided accurate data for the annual school accountability report card related to sufficiency of instructional materials and safety, cleanliness, and adequacy of school facilities; and

Teacher Misassignments and Teacher Vacancies - monitoring and reviewing teacher misassignments and teacher vacancies.

School District/School	Instructional Materials	Facilities	SARC	Teachers		Teacher Vacancies	
				Misassignments Identified	Corrected	Identified	Resolved
Rio Elementary School District							
Rio del Norte Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Rio Lindo Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Rio Plaza Elementary	In Compliance	In Compliance	In Compliance	2	0	1	1
Rio Real Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Rio Rosales Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Rio del Valle Middle School	In Compliance	In Compliance	In Compliance	6	1	0	0
Rio Vista Middle School	In Compliance	In Compliance	In Compliance	1	1	0	0

Ventura County Office of Education The Williams Lawsuit Settlement

The *Eliezer Williams, et al., vs. State of California, et al. (Williams)* case was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs include nearly 100 San Francisco County students, who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004 in which modified Education Code. The settlement focused on the state's lowest-performing schools, defined as those ranked in deciles 1, 2 and 3 of the Academic Performance Index (API) to form a list of schools subject to the Williams monitoring.

The Williams Settlement created an expanded role for the County Superintendent of Schools to monitor and report on low-performing schools by conducting annual visits to determine that students have access to sufficient instructional materials and buildings are safe, clean, and functional. In addition, to monitor teachers have proper classroom assignments and certifications and to verify the accuracy of School Accountability Report Cards (SARC). The information is compiled in an annual report to each district's governing board, the county board of education and the county board of supervisors.

The Ventura County Office of Education visits classrooms within the schools on Williams monitoring list within the first four weeks of school to determine that students have access to sufficient instructional materials. In addition, facility visitations to the same schools are conducted to determine whether the school facilities are safe, clean and functional.

The Williams Settlement also created requirements for all schools regardless of their decile placement. It established an annual board resolution regarding the sufficiency of instructional materials in the core subject areas within the first eight weeks of school. In addition, it requires a Uniform Complaint Procedure policy to identify and resolve complaints related to instructional materials, facility conditions, and teacher vacancies and misassignments. The regulation includes posting notices in each classroom notifying parents / guardians of the complaint process. The district boards must report quarterly all complaints received and the status of resolving the complaints to County Superintendent of Schools. Also required is an annual school facilities inspection to ensure that all schools are well maintained. The sufficiency of instructional materials, the condition of school facilities, and the status of teacher misassignments and vacancies is included on the SARC.

Additional Resources

California Department of Education

<https://www.cde.ca.gov/eo/ce/wc/>

California County Superintendents Educational Services Association (CCSESA)

<https://ccsesa.org/projects/williams-settlement-oversight/>

Ventura County Office of Education

<https://www.vcoe.org/School-Business-and-Advisory-Services/Williams-Lawsuit>

Williams Legislation

SB 6 and SB 550 (Statutes of 2004)

AB 1550, AB 3001, AB 2727 (Statutes of 2004)

AB 831 (Statutes of 2005)

SB 509 (Statutes of 2011)

11.7



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.7 Contract with Maxim Healthcare Staffing Service, Inc. for Speech & Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	205,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Maxim contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to an increase in service needs for speech/language services per students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that board approve the ratified contract to hire two full time Speech and Language Pathologists (SLP) with Maxim Healthcare Staffing Service, Inc. to deliver virtual speech/language services for the remainder of the 2022-2023 school year or until a qualified in-person SLP provider is available to execute these services. Currently, the district is allocated for a total of 10 full time SLP positions. Per Ed Code, SLP caseloads are the following: 1:40 for Preschool age students, 1:55 for Transitional Kindergarten through Postsecondary. Therefore, based on the current amount of students eligible to receive speech/language services a total of 2 additional full time SLP positions are necessary to remain within compliance per Ed Code.

The contracted SLPs will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their students' IEPs. The contracted SLP will be invited to attend regular district meetings and training in order to build rapport within the department and strengthen district special education programs.

Maxim HealthCare Staffing Service for SLP_s.pdf (349 KB)

Administrative Content

Executive Content

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

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter "Agreement") is entered into this 1st of July, 2022, by and between Rio School District located at 1800 Solar Drive Oxnard, CA 93030, referred to in this Agreement as "Customer," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road Ste 140 San Luis Obispo, CA 93401 referred to in this Agreement as "Maxim."

RECITALS

WHEREAS, Customer operates a School, as defined by State Law located in CA and wishes to engage Maxim to provide personnel to supplement Customer's staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

"Agreement" means this Education Services Staffing Agreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

"Assignment Confirmation" means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

"Assignment Personnel" means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

"Assignment Personnel Rate" means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in "Attachment C" and controls where different from Base Rates set forth in "Attachment A."

"Assignment Services" means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and "Attachment C."

"Base Rate" means the rates billed for Services performed by Personnel pursuant to terms of Agreement and "Attachment A" hereto.

"Behavior Intervention Plan" or "BIP" is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

"Contractor" means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

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"Effective Date" means the date first written above in the introductory paragraph of Agreement.

"Float" means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

"Individual Education Program" or "IEP" is a plan developed as required under the Individuals with Disabilities Education Act ("IDEA") providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child's unique circumstances.

"Individual Health Plan" or "IHP" is defined as a health plan focusing specifically on student(s)' medical needs, it may contain physician orders. If the services for a student's medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

"Medical Services" services provided by a licensed physician to determine a student's medically related disability that results in the student's need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

"Personnel" means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

"Placement" is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

"Related Services" means transportation and such developmental, corrective, and other

supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training

"School Health Services" means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

"School Work Site" means any location Customer assigns Personnel to render Services.

"Services" means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

"Special Education Services" means specially designed instruction to meet the unique needs of a child with a disability.

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"Statement of Work" or "SOW" means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and "Attachment A" attached hereto.

"Supplies" means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment ("PPE").

"Term" has the meaning given in Section 2.1.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on the Effective Date and will

continue for a school calendar year, which runs from 8/18/2022 to 6/16/2023

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement

Section 3.1

ARTICLE III. NATURE AND SCOPE OF SERVICES

**Scope of
Services.**

- (a) **Staffing. Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in "Attachment A." Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.**
- (b) **Distance Learning Service(s). Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.**
- (c) **Changes. From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the "Changes"). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work ("SOW") or subsequent**

"Attachment A" to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.4 Special Education Services. Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim's duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

Section 4,2 Orientation and Evaluation. Customer will provide Personnel with orientation of

Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard

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produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance

of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its

occurrence

Section 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review

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and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not

an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application. Invoicing E-mail:

Invoicing

Contact:

**Invoicing Address: 1800 Solar
Drive**

Oxnard, CA 93030

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer

shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments **not received within thirty (30) days from the applicable invoice date will accumulate interest**, until paid, at the rate of **one and one-half percent (1.5%) per month on the unpaid balance**, equating to an annual **percentage rate of eighteen percent (18%)**, or the maximum rate permitted by applicable law, whichever is less.

Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on **"Attachment A" of this Agreement.**

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within **one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.**

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a **prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.**

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer are independent legal entities. **Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of**

this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

Section 7.2 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel

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provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of

Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.4

Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancellation notice).

Section 8.5 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

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Section 8.6 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens coverage from Maxim, the Parties shall enter into a separate Service Agreement for Locum Tenens

Coverage in the form of Attachment {____} (if applicable). The terms set forth in Attachment [] will govern the provided Locums Tenens services and are incorporated herein by this reference.

Section 9.2 MaxView and Workforce Solutions. Should Customer request utilization of Maxim's workforce technology solution, MaxView in conjunction with providing Personnel under this Agreement the Parties shall enter into a separate Service Agreement for MaxView in the form of Attachment [____] (if applicable) will govern the provided utilization of MaxView, along with any applicable terms and conditions and terms of use and are incorporated herein by this reference.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

Section 10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any breach by Maxim of Section 3.2 or Section 3.3

Section 11.2 Indemnification by Customer - **Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to: (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or**

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures - **The Party seeking indemnification under this Article XI (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.**

ARTICLE XII, LIMITATION OF LIABILITY

Section 12.1 Limitation on Liability. Intentionally omitted.

Section 12.2 Cap on Damages. Intentionally omitted.

ARTICLE XIII, DISPUTE RESOLUTION

Section 13.1 Dispute Resolution, **Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.**

Section 13.2 Dispute Resolution Process. **To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party**

shall have **ten (10) business days** to designate its own representative in the negotiation. **The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.**

Section 13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies

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available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1
Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or

promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and

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Healthcare Staffing Services, Inc.
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protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers Customer shall indemnify

and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XV. TERMINATION

Section 15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 15.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

Section 16.1 Non-discrimination. Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

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Inc.

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Section 16.2 Compliance with Laws. Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party,

Rio School District
1800 Solar Drive
Oxnard, CA 93030
ATTN: Admin

Maxim Healthcare Staffing Services,
Inc.

7227 Lee DeForest Drive
Columbia, MD
21046
ATTN: Contracts Department
Email copy to:
Contracts Educational Services
@maxhealth.com

COPY TO:

Maxim Healthcare Staffing Services, Inc.
735 Tank Farm Road Ste 140

San Luis Obispo, CA 93401 ATTN: Mark Wrightson

Section 16.7 Headings. **The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.**

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Section 16.8 Merger. **This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.**

Section 16.9 Amendment. **No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).**

Section 16.10 Severability. **In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.**

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

RIO SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,

INC.

Signature of **Authorized**
Representative

Ograr Hernandez,
Asst. Superintendent

Printed Name & Title

8-22-22

Date

Signature of Authorized
Representative

Printed Name & Title

Date

Education Services **Staffing Agreement**
Maxim **Healthcare Staffing Services,**
Inc.

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CUSTOMER REQUESTED PERSONNEL AND Rates - 7/1/2022

School Work Site. This **"Attachment A"** shall apply to the following **School Work Site(s)**:

School Work Site Name

All Sites

Address

School Work Site Contact

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$60-\$70
Para Educator/Instructional Aide	
CNA	
PT/OT	\$36
	\$45
	\$100-\$115
COTA	\$70
RN	
School Psychologist	
SLP	
SLPA	
Social Worker	
SPED Teacher	\$85-\$105
	\$120-\$130
	\$110-\$120
	\$70
	\$90-\$100
	\$80-\$90

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays, Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day

Memorial Day

**Independence
Day**

Labor Day Thanksgiving Day Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

Education Services Staffing Agreement Maxim
Healthcare Staffing Services, Inc.

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II

III

Attachment "B"

PRE-ASSIGNMENT SCREENING

School Health Services, Related Services, and Special Education Personnel Requirements. **Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision**

of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:

- a. Conduct a criminal background screening in accordance with applicable law;**
- b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;**

c.

Skills assessment checklist of competencies for the position and an exam, if applicable

- d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;**
- e. Verify relevant professional and specialty expertise as requested by Customer;**
- f. Receive employment verification;**
- g. Confirm Personnel are authorized to work;**
- h. Perform federal exclusion and abuse check(s) including but not limited to, List of**

Excluded Individuals Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.

Education Personnel Requirements. Maxim will supply Customer with requested Related Services Personnel in Attachment "A" performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:

- a. Conduct a criminal background screening in accordance with applicable law;**
- b. Receive employment verification;**
- c. Verify, license, certification or certification, if applicable to the role;**
- d. Verify relevant professional and specialty expertise as requested by Customer;**

e. **Confirm Personnel are authorized to work;**

f. **Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.**

Customer Criminal Background Report. **In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Customer agrees**

that Personnel may begin assignment following completion of a successful Customer background screening.

MAXIM

MAXIM

REFLECEN SERVICES

MAXIM/TRAVELMA

X

ASSIGNMENT CONFIRMATION

MAXIM/TRAVELMAX and Rio School District hereby agree to employ the following personnel under the terms and conditions outlined below and according to the staffing agreement signed between facility and TravelMax.

Rio School District and MAXIM/TRAVELMAX understand and agree that this assignment is contingent upon verification of said personnel's compliance with MAXIM/TRAVELMAX and Rio School District credentialing requirements prior to the assigned start date.

Facility Name: Rio School District

**Facility
Address:**

Confirmation Date: 1800 Solar Drive, Oxnard, Ca 93030
11/23/2022

**New Contract or
Existing:**

New

VMS Platform Used:

**Compliance File Due
Date:**

N/A

N/A

Master Client, if applies:

N/A

Rio School District hereby agrees to sign/return this document WITHIN 48 BUSINESS HOURS of date listed above and understands that failure to do so may result in the delay of the assignment start date.

**Candidate Name,
Discipline:**

**Assigned
Unit/Department:**

Lauren Molinaro, SLP
School

**Float
Requirement:**

N/A

**Assignment Start
Date:**

11/28/2022

6/16/2023

M-F

40 Weekly hours

N/A

**Assignment End
Date:**

Shift Schedule:

**Guaranteed Weekly
Hours:**

**Approved
Time-Off:**

**Hourly Bill
Rate:**

**Overtime and
Holiday:**

**Rebate/Discoun
t:**

On Call Rate:

Call Back Rate:

**Holiday
Provisions:**

Non Billable Orientation Hours:

**Cancellation
Policy:**

\$115 per hour

\$172.50 per hour

0%

\$N/A per hour to hold beeper

\$N/A per hour for all call back hours

per contract

0 hours

Client may cancel N/A shift every N/A weeks

Authorized signature below indicates Rio School District's agreement to employ MAXIM/TRAVELMAX personnel under of ALL of the conditions specified above. The master agreement for services between Rio School District and MAXIM/TRAVELMAX shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

**Authorized Client
Signature**

Printed Name & Title

Date

Maxim/TravelMax Office Signature

Printed Name & Title

Date

Please sign and email to carbaldac@maximstaffing.com or you can fax to 866-250-8915

Thank you.

MAXIM



MAXIM
GOVERNMENT

REFLECTX SERVICES



**MAXIM/TRAVELMA
X
ASSIGNMENT CONFIRMATION**

MAXIM/TRAVELMAX and Rio School District hereby agree to employ the following personnel under the terms and conditions outlined below and according to the staffing agreement signed between facility and TravelMax.

Rio School District and MAXIM/TRAVELMAX understand and agree that this assignment is contingent upon verification of said

personnel's compliance with **MAXIM/TRAVELMAX** and **Rio School District** credentialing requirements prior to the assigned start date.

Facility Name: Rio School
District

**Facility
Address:**

Confirmation Date:

**New Contract or
Existing:**

1800 Solar Drive, Oxnard, Ca 93030

11/23/2022

Master Client, if applies:
N/A

New

VMS Platform Used:

**Compliance File Due
Date:**

N/A

N/A

Rio School District hereby agrees to sign/return this document WITHIN 48 BUSINESS HOURS of date listed above and understands that failure to do so may result in the delay of the assignment start date.

**Candidate Name,
Discipline:**

Assigned

Unit/Department:

Alexa Javanfard, SLP

School

**Float
Requirement:**

N/A

**Assignment Start
Date:**

12/5/2022

**Assignment End
Date:**

Shift Schedule:

6/16/2023

M-F

**Guaranteed Weekly
Hours:**

40 Weekly hours

Approved Time-Off:

N/A

\$115 per hour

**Hourly Bill
Rate:**

Overtime and Holiday: | \$172.50 per hour

Rebate/Discount:

On Call Rate:

0%

\$N/A per hour to hold beeper

Call Back Rate: | \$N/A per hour for all call back
hours

Holiday

Provisions:

Non-Billable Orientation Hours:

per contract

◇ hours

Cancellation Policy: Client may cancel N/A shift every N/A weeks

Authorized signature below indicates Rio School District's agreement to employ MAXIM/TRAVELMAX personnel under of ALL of the conditions specified above. The master agreement for services between Rio School District and MAXIM/TRAVELMAX shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

Authorized Client
Signature

Printed Name & Title

Date

Maxim/TravelMax Office
Signature

Printed Name & Title

Date

Please sign and email to carbaldac@maximstaffing.com or you can fax to 866-250-8915. Thank you.

11.8



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.8 Contract with Stepping Stones Group for Speech & Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	91,500.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of stepping stones group contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage in qualified, in-person Speech and Language Pathologist applying directly for district employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that board approve the ratified contract to hire a full time, virtual Speech and Language Pathologists (SLP) with Stepping Stones Group to deliver virtual speech/language services for the remainder of the 2022-2023 school year or until a qualified in-person SLP provider is available to execute these services.

The contracted SLP will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of students' IEPs. The contracted SLP will be invited to attend regular district meetings and training in order to build rapport within the department and strengthen district special education programs.

[Stepping Stones Group-Contract 22-23SY.pdf \(436 KB\)](#)

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.



AGREEMENT

This Agreement is made and entered on October 7 2022 by and between The Stepping Stones Group LLC, 123 N Wacker Drive, Chicago, IL 60606 hereinafter referred to as “Contractor” and, Rio Elementary School District, Oxnard, CA 93030, hereinafter referred to as “School District.” It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys’ fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



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Corporate Office

123 N Wacker Drive, Suite 1150

Chicago, IL 60606

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

REMITTANCE DETAILS: School District will make payments to Contractor at the following address:

PO Box 6280

Carol Stream, IL 60197

If School District prefers to make payments via electronic ACH, instructions can be obtained from the Contractor representative.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including workers' compensation, general liability, and professional liability insurance coverage (with policy limits and deductibles that are appropriate for similarly situated school districts).

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

CONFIDENTIALITY: Except for purposes of implementation and/or enforcement, the Parties agree that this Agreement shall be confidential to the extent allowable by law (As requested by client, approved by S. Palmer on 9/27/21).



COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2023 and may continue beyond this point by mutual consent. School District agrees not to terminate the Agreement until the end of the Term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible unethical or unprofessional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of Contractor's receipt of such notice prior to School District delivering notice of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

NONDISCRIMINATION: Contractor represents and warrants that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its equity holders, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

Except as expressly set forth herein, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict



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liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

NOTICES: Notices to Contractor shall be sent to:

The Stepping Stones Group
184 High Street, Suite 701
Boston, MA 02110

AND

K12.ops.contracts@thesteppingstonesgroup.com

Notices to School District shall be sent to:

Rio Elementary School District
1800 Solar Drive
Oxnard, CA 93030

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in California. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



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123 N Wacker Drive, Suite 1150
Chicago, IL 60606
Ph: 800-337-5965 Fax: 800-822-8287
www.thesteppingstonesgroup.com

BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: Heather Pena, Account Clerk

Billing Email/Phone: hpena@rioschools.org

Mailing Address (for invoice): _____

Special Billing Instructions: continue current billing practices

Signed for Contractor:

Signature: *Janine Mahon*

Name: Janine Mahon

Title: Director of Career & Client Services

Date: October 7, 2022

Signed for School District:

Signature: _____

Name: _____

Title: _____

Date: _____



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Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service for the are listed below:

Specialty

Hourly Rate

virtual SLP - Valesca St. Cyr

**\$95/hr, 8 hr billable days, roughly 10/28/22 - 6/16/23,
roughly 130 working days**



THE STEPPING STONES GROUP

Transforming Lives Together

Ventura County SELPA

2022-2023 School Year

Speech Language Pathologist (SLP) \$92-95/hr***

Speech Language Pathology Assistant (SLPA) \$66/hr

Occupational Therapist \$90-92/hr

Occupational Therapy Assistant (COTA) \$63/hr

Physical Therapist (PT) \$90/hr

Physical Therapy Assistant (PTA) \$63/hr

School Psychologist (Psych) \$100/hr ***

School Counselor \$85-90/hr

LMFT \$90/hr

Social Worker \$85-90/hr

Special Education Teachers (SpEd, RSP, SDC) \$88/hr

Credentialed School Nurse (CSN) \$90-100/hr

Registered Nurse (RN) \$60-70/hr

Licensed Vocational Nurse/Practical Nurse (LVN/LPN) \$55/hr

Adapted Physical Education (APE) \$88/hr

OMS/TVI/DHH \$88-90/hr

ASL Interpreter \$62-72/hr

Paraeducator (Para) \$34-40/hr

Behavior Interventionist \$45-50/hr

Register Behavior Technician (RBT) \$55-60/hr

BCBA \$100/hr

ABA \$50-55/hr

Rate ranges are to accommodate varying degrees of experience

***Additional \$5/hr for Bilingual candidates

2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026

Ph: 866-447-6916 Fax: 303-456-2173

www.thesteppingstonesgroup.com

11.9



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.9 Contract with Dr. Barbara D’Incau, Clinical/School Psychologist
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	35,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of contract with Dr. Barbara D’Incau.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage in qualified School Psychologists applying directly to the district for positions and in order to meet the assessment needs determined by students’ Individualized Education Plans or initial referrals, the Pupil Personnel Services Department has found it necessary to contract with Dr. Barbara D’Incau as a part-time School Psychologist for the 2022-2023 school year.

The contracted School Psychologist will be held to the same standard as district employees and will be provided necessary training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their student’s IEPs.

Ba_D_incau.pdf (92 KB)

Administrative Content

Executive Content

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Rio School District
SHORT FORM SERVICES AGREEMENT

This Agreement is intended to be used for low cost, low risk, short-term services.

This Services Agreement (the "Agreement") is made and entered into this 9th day of November 2022 by and between

Rio District (hereinafter referred to as "District") and Barbara J. D'Incau, Ph.D.

(hereinafter referred to as "Provider.")

Barbara J. D'Incau
Provider

Telephone Number _____

Street Address _____

N/A
Fax Number _____

City, State, Zip code 3

E-mail Address _____

Tax Identification or Social Security Number _____

Business License Number (if applicable) _____

SERVICES

Psychoeducational assessments
Description of Services

TBD
Date(s) of Service

TBD
Hour(s) of Service

TBD
Location

FEEES

Compensation for Services	\$ <u>200./hr</u>
Other Ancillary Cost, as applicable	\$ <u>N/A</u>
Total not to Exceed	\$ <u>35,000.</u>

W-9 received

PAYMENT. District will pay Provider after receipt of an invoice, net 30 days.

CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

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

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

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

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding.

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

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

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

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

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

Personal vehicles: \$500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Provider for all claims made.

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

B D Arcem
Provider signature

11/10/2022
Date

SITE AGREEMENT

Site Administrator

Signature

Date

DISTRICT APPROVAL

District Administrator

Signature

Date

11.10



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.10 Approval of the Contract with the University of Lapland
Access	Public
Type	Action (Consent)
Budget Source	30,000.00
Recommended Action	Staff recommends the approval of the Contract with the University of Lapland.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Rio contracting with University of Lapland to conduct online math software usage research and subsequent teacher professional learning based on findings.

[ContractUnivLapland2022.pdf \(180 KB\)](#)

Administrative Content

Executive Content

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SHORT FORM SERVICES AGREEMENT

This Agreement is intended to be used for low cost, low risk, short-term services.

This Services Agreement (the "Agreement") is made and entered into this 14th day of December, 2022 by and between the University of Lapland and the Rio School District (hereinafter referred to as "District") and (hereinafter referred to as "Provider.")

University of Lapland
 Provider Telephone Number

Street Address Fax Number

City, State, Zip code E-mail Address

Tax Identification or Social Security Number Business License Number (if applicable)

SERVICES

Math software usage research and subsequent teacher professional learning based on findings.
 Description of Services

12/14/2022
 Date(s) of Service Hour(s) of Service Location

FEES

Compensation for Services \$ _____
 Other Ancillary Cost, as applicable \$ _____
 Total not to Exceed \$ 30,000.00
 • W-9 received

PAYMENT. District will pay Provider after receipt of an invoice, net 30 days.

CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

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

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

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

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding.

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

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

- Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
- Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

11.11



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.11 Child Development Resources Agreement Renewal
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of the CDR contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Child Development Resources makes preschool available to children living within the boundaries of the Rio School District, which allows for the social and academic preparation of students who may enroll in the Rio School District. CDR is the Rio community’s local Head Start provider. Head Start promotes school readiness by enhancing the physical, social, and cognitive development of children through educational, health, nutritional, social, and other services. It also recognizes the important role of parents, encouraging them to participate in a variety of activities and experiences that support and foster their children’s development and learning, and helping them to progress toward their educational, literacy, and employment goals.

CDR RSD LEASE AGREEMENT 22-23 Rio Plaza and Rio Rosales_Draft 4.19.2022.pdf (678 KB)

Administrative Content

Executive Content

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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.

LEASE AGREEMENT

THIS LEASE AGREEMENT executed on the 1st day of July 202~~2~~⁴ by and between Rio School District hereinafter called DISTRICT and Child Development Resources of Ventura County, Inc. hereinafter called CDR.

OFFER TO RENT

DISTRICT hereby rents to CDR, subject to the following terms and conditions of this Agreement, the premises at the Rio Plaza Elementary School and Rio Rosales Elementary School in Oxnard, CA to occupy as Head Start/State Preschool classrooms and for no other purpose.

TERM

The term of this agreement shall be for twelve (12) months beginning July 1, 202~~2~~⁴, and ending on June 30, 202~~3~~², and can be extended for two (2) additional periods running July through June, if parties mutually agree and classroom space is available.

USE

CDR shall use the leased space for the purpose of a Head Start/State Preschool Program and uses incidental thereto. Such use shall be conducted in a manner that does not disrupt the DISTRICT's existing activities on the premises.

TERMINATION OF LEASE

The lease runs for the full term as specified above. The only exception is in the event classroom space is no longer available. Either party shall notify the other in writing at least 30 days prior to vacating the premises, or in the case of the DISTRICT if the classroom is no longer available.

RENT

CDR shall pay to the DISTRICT the total for rent for the lease term of One dollar (\$1.00) per year payable annually on or before August 1, 202~~2~~⁴. The difference between the actual value of the property and the \$1.00 rent will be used as an In-Kind donation. The Rio School District will provide CDR with a value statement indicating the actual value of the classroom being utilized.

FACILITIES AND CUSTODIAL COST.

CDR will contract and/or provide its own custodial services. The DISTRICT will not bill CDR for expenses to help cover facilities and custodial costs incurred by the District.

POSSESSION

CDR has examined and knows the condition of the property and by taking possession acknowledges that they have received the same in good order and condition except as herein otherwise stated.

RIGHT OF ENTRY

DISTRICT shall have the right to enter the classroom at any time in order to inspect the premises, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose.

MAINTENANCE, REPAIRS OR ALTERATIONS

CDR may not make any alterations to the leased premises without the consent in writing of the DISTRICT. DISTRICT will provide ~~custodial services five (5) days per week (Monday through Friday, excluding Rio School Board approved holidays and non-school days)~~ and maintenance services when needed while the Head Start/State Preschool is operational at the school sites mentioned above.

When scheduling work to be completed on Lessor’s campuses, especially during District vacation or non-school days, The Lessor must notify CDR of any possible interruption of calendar days for CDR’s programs. CDR is required to provide services for an established number of days per year. Proper notice must be given to parents to find alternative care for their children.

OPERATION ON NON-SCHOOL DAYS

As indicated in the facilities and custodial cost, CDR will contract and/or provide its own custodial services. Therefore, it will not incur the cost for facilities support that is requested on non-Rio School District classified contract days, weekends and Rio School District Board approved holidays and non-school days.

INDEMNIFICATION

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

COVENANTS

The covenants and conditions herein contained shall apply to and bind the legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of the Agreement.

OCCUPANTS

CDR agrees to provide qualified bilingual (Spanish/English) instructional staff to serve a minimum of 60 children in an extended day program (6 Hours). The facilities will be used Monday through ~~Fridays~~Friday, except on Holidays.

Commented [SG1]: As a result of COVID 19 CDR will start by serving only 10 children per classroom

Commented [RS2R1]: Do we have an updated number for students served? Or shall we leave this number as is?

Commented [LC3R1]: Leave the number to 60 children.

NOTICES

Any notice which either party may require to give may be given by mailing the same, by registered mail to the addresses set forth following the signatures.

SPECIAL PROVISIONS

See the attached Memorandum of Understanding between CDR and the DISTRICT dated July 1, 2021², which defines the terms and conditions of this agreement.

ENTIRE AGREEMENT

The terms and conditions of the Agreement, together with the MOU are the entire agreement and understanding of the parties. BOTH PARTIES acknowledge that they have read this Agreement and understand its provisions and agree to occupy said premises under the terms of the Agreement. In witness, the parties have executed this agreement on the day and year written below:

Lessor:

John D. Puglisi, Ph.D., Superintendent

Date

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

Lessee:

Jack Hinojosa, Chief Executive Officer

Date

Child Development Resources of Ventura County, Inc.
Head Start/State Preschool Program
221 Ventura Boulevard
Oxnard, CA 93036-0277

11.12



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.12 Contract with ATX Learning for School Psychologist Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	112,483.80
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of ATX Learning contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage in qualified School Psychologists applying directly to the district for positions and in order to meet the assessment needs determined by students' Individualized Education Plans or initial referrals for special education services, the Pupil Personnel Services Department has found it necessary and is requesting approval to ratify the contract with ATX Learning for a full time, in-person School Psychologist for the remainder of the 2022-2023 school year.

The contracted School Psychologist will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of students' IEPs. The contracted School Psychologist will attend regular district meetings and training in order to build rapport within the department and strengthen district special education programs.

ATX Learning Contract 22-23.pdf (256 KB)

Administrative Content

Executive Content

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PROFESSIONAL SERVICES AGREEMENT

This agreement ("Services Agreement") made and entered into between **Rio School District** (hereinafter referred to as **Client**) located at **1800 Solar Drive, 3rd floor Oxnard, CA 93030** and **Ausin Texas Learning Group LLC, Inc. d.b.a. ATX Learning** (hereinafter referred to as **Consultant**) located at **10821 Red Run Blvd, #407, Owings Mills, MD 21117**. In consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT: The Consultant shall provide the following Professional services, studies, and/or reports, through its personnel who are the employees or independent contractors.

Provide direct service, perform any needed evaluation, and recommended equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

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

C. COMPENSATION: For the full performance of this agreement, the Client shall pay the Consultant as follows:

- a) Consultant's fee at the rate specified in Exhibit A.
- b) Consultant will provide services for a minimum of **40** billable hours per week.
- c) Client shall not be liable to pay for school holidays.

Invoice: Consultant shall provide the invoice for each calendar month.

Payment shall be as follows: Payments to be made within **15 days** of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of the invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments are due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of the Consultant.

Payment for the services provided during overtime hours or holidays shall be calculated at one and a half times the regular rate agreed under the Exhibit A

D. GENERAL TERMS AND CONDITIONS:

- 1) **MUTUAL INDEMNIFICATION:** The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save the Client, its Officers, Board Members, employees, and agents harmless from and against any loss of and/or damage to the person or property of Consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its officers, employees, or agents. Client will indemnify, defend and hold harmless Consultant, its directors, officers, employees and agents from all costs, fees, and damages (including reasonable attorneys' fees) arising from a third party claim against Consultant based on an actual or alleged: (i) failure by the Client to perform its obligations under this Agreement; (ii) breach of Client's representations and warranties; (iii) acts or omissions constituting negligence or willful misconduct, committed by Client, its officers, employees, or agents; or (iv) failure by Client to comply with governmental laws and regulations; or (v) infringement by Client (or any property or data provided by Client) of any patent, copyright, trademark, trade secret, or other intellectual property rights.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com



- 2) **NON-SOLICITATION**: Client agrees to not solicit or hire employees or independent contractors of Consultant, during the term of this agreement and for a period of 1 (One) Year following the end date of that employee or independent contractor's services to Client. If the Client decides to hire the Consultant's candidate as a district employee or independent contractor without the Consultant's approval, a fee for direct hire will be payable to the Consultant within 15 days.

This paragraph is essential to protect the economic and business rights of the Consultant as well as valuable property rights.

- 3) **REPRESENTATIONS**: Client represents and warrants that all the information supplied to the Consultant is true and accurate and contains no errors or omissions. In the event that such information is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.
- 4) **AGREEMENTS WITH THIRD PARTIES**: Client represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
- 5) **ASSIGNMENT**: Neither party shall assign this agreement, or any of the rights, duties, and obligations under this agreement, without the written consent of the other party.
- 6) **NON-DISCRIMINATION**: No discrimination shall be made in the employment of persons under this agreement because of such person's race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 7) **LICENSE AND AUTHORITY**: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credentials/ clearance to Client at their request.
- 8) **EQUIPMENT AND FACILITIES**: Client and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
- 9) **GOVERNING LAW**: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.
- 10) **WITHHOLDING**: The Client shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
- 11) **HEADINGS**: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
- 12) **AMBIGUITY**: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

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Fax: +1 (512) 212-1338

www.atxlearning.com

ATX Professional Services Agreement



- 13) **MODIFICATION**: Except as provided in Paragraph 19 below, any modification to this agreement must be in writing and signed by both parties to be effective.
- 14) **AUTHORITY**: Each party executing this agreement has the authority to do so.
- 15) **DAMAGES**: Except for claims for fraud, willful injury to person or property, and violation of law, no party shall claim damages against the other in excess of 50% of the total amount to be paid out under the Agreement. In addition, no party shall recover any special, consequential, or indirect damages of any type, against the Company.
- 16) **TIMESHEET**: Payment has to be made on the basis of the Approved/Counter-signed timesheet(s). Any discrepancy in the timesheet(s) should be communicated to the Consultant, within fifteen (15) days of receipt of such timesheet(s), by the Client. In the absence of any such communication, after fifteen (15) days, Consultant has the irrevocable, unlimited right to provide invoices in full as per the Approved/Counter-signed timesheet(s) and get paid as per the agreed payment terms regardless of whether those Approved/Counter-signed timesheets are correct.
- The term "Approved/Counter-signed timesheets" shall mean, the timesheets that are signed by, the Principal, Director, Supervisor, or any other individual, authorized for signing the timesheets, by the client.
- 17) **TERMINATION**: Either party may terminate this Agreement on Twenty (20) calendar days written notice.
- 18) **INDEPENDENT CONTRACTOR STATUS**: While engaged in the performance of this Agreement, all Consultant's personnel shall be classified as independent contractors and shall not be officers, agents, or employees of the Client.
- 19) **SEVERABILITY**: In the event that a court finds that this or any other portion or paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Company nor in the termination of the other provisions of this agreement.
- 20) **EXHIBITS**: All Exhibits and Schedules referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the Client to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the Client, or to utilize the Client's letterhead or logo without the prior consent of the Client. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client

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Fax: +1 (512) 212-1338

www.atxlearning.com

ATX Professional Services Agreement



agree to comply with each of the following factors as is necessary to maintain independent-consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant's Personnel on the first day of the Job or from time to time, if required.
TRAINING/SUPERVISION	Consultant's Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services.
WORK NOT ESSENTIAL TO CLIENT	The Client's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	Client shall provide the location of the school/institute/facility where the services are required to be performed.
TOOLS & EQUIPMENT	Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant's personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make a progress report.

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

CLIENT AUTHORIZED REPRESENTATIVE:

CONSULTANT:

Signature: _____

Signature: Syed Khalil

Date Signed: _____

Date Signed: 11/14/2022

Branch / Dept.: _____

Title: President

Address: _____

Company Mailing Address:

10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone / Fax: _____

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: _____

E-Mail Address: fred.miller@atxlearning.com

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com



EXHIBIT – A

Name:	N/A
Services:	School Psychologist
Hourly Rate for Services:	\$105 per hour
Overtime/Holiday Rate:	\$ time and a half
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for transportation between school sites
Contract Term:	School Year 2022-2023
Assignment Start Date:	Tuesday, Nov 29, 2022
Assignment End Date:	June 16, 2023
Number of Days:	
Guaranteed Hours:	40 hours per week
Cancellation Notice:	20 days

***All the overtime/holiday hours worked shall be paid at \$ time and one half (1.5).**

District Business Services Contact:	
District Sp Ed Contact:	
Timesheet Approver Email Address and Name:	

Billing Information

Billing Address:	
Billing Telephone Number:	
Billing Contact Info:	
Billing Email Address:	

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

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ATX Professional Services Agreement

11.13



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.13 Rio Vista 6th Grade Channel Islands Field Trip
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	13,200.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of Vista's field trip to Channel Islands.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

This field trip is an opportunity for all Rio Vista sixth grade students to visit the Channel Islands National Park. It will be a culminating experience for approximately 220 sixth grade students as they approach the end of the school year and participate in this engaging field trip. It will be an experience for all students, many of which have never been, to make connections to the learning they have been doing in 6th grade science throughout the year.

There are numerous topics and NGSS Standards that the sixth grade students have been learning this year in their science classes. Some of the relevant topics that this field trip would connect to are: exploring the biodiversity, atmospheric conditions, oceanic patterns, weather and climate, energy, and geology of Earth. Some of the specific NGSS Standards that this field trip would incorporate include: MS-ESS1-1, MS-ESS1-2, MS-ESS2-2, MS-ESS2-3, MS-ESS2-4, MS-ESS2-5, MS-ESS2-6, MS-ESS3-1, MS-ESS3-2, MS-ESS3-3, and MS-ESS3-4.

The Channel Islands National Park is one of the most beautiful places to visit and is only a short boat ride away for our students. It is actually one of the least visited national parks and it provides an unparalleled experience in nature that all students and chaperones will benefit from and enjoy.

Thank you in advance for supporting the sixth grade students at Rio Vista Middle School. This will be a most memorable learning adventure for all.

Export of R1111409- Rio Vista Middle School.pdf (205 KB)

R1111410- Rio Vista Middle School.pdf (206 KB)

R1111411- Rio Vista Middle School.pdf (206 KB)

Administrative Content

Executive Content

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11.14



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.14 Approval for Certificated Staff to Attend the Out of the State The Midwest Clinic Out of State
Access	Public
Type	Action (Consent)
Dollar Amount	3,000.00
Recommended Action	Staff recommends approval for Certificated Staff to Attend the Out of the State The Midwest Clinic Out of State.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</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>

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Angel Velez, Music Teacher, Rio del Valle School, has increased in the number of special education students in his music classess. Mr. Velez is seeking additional training for these students. The Midwest Clinic conference has a multitude of information that will be useful for Mr. Velez to implement in his classes.

Administrative Content

Executive Content

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11.15



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.15 Approval to declare and sell obsolete E-waste equipment
Access	Public
Type	Action (Consent)
Preferred Date	Dec 14, 2022
Absolute Date	Jan 09, 2023
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the obsolescence and selling of the listed devices.

Public Content

Speaker: Jarkko Myllari

Rationale: To ensure appropriate and safe recycling and post-processing of the irreparable and obsolete technology equipment, Technology Services recommend approving the list of e-waste devices to be obsoleted. Technology Services will select a vendor to purchase and process the e-Waste based on the proposed service timeline and pricing.

[July 2022 Asset Tag Inventory Spreadsheet \(Obsolete\) \(1\).xlsx \(262 KB\)](#)

Administrative Content

Executive Content

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11.16



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.16 Approval of Amendment #6 from Balfour Beatty Construction for Project Management/Construction Management Services for the period January 1, 2023 through December 31, 2024
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	960,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve Amendment #6 from Balfour Beatty Construction for Project Management/Construction Management Services for the period January 1, 2023 through December 31, 2024.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Attached is Amendment # 6 for BBC Project Management/Construction Management Services for the period January 1, 2023 through December 31, 2024. Amendment #6 is a duplicate of Amendment #5 with added language extending services thru December 31, 2024. The last hourly rate increase indicated within the 5th Amendment utilized pre-2021 rates. The 6th Amendment has included an hourly rate increase to current 2023 hourly rates which will remain unchanged thru December 31, 2024.

Sixth Amendment to Contract with Balfour Beatty.pdf (218 KB)

Administrative Content

Executive Content

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**SIXTH AMENDMENT
TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES (this "Sixth Amendment") is entered into as of **January 1, 2023** (the "Effective Date"), by and between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California ("District"), and **BALFOUR BEATTY CONSTRUCTION, LLC**, a Delaware limited liability company ("Manager"). District and Manager are individually referred to herein as a "Party" and collectively referred to herein as the "Parties." Capitalized terms used herein shall have the same meanings as those defined in the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment all of which are defined below, unless the term is otherwise defined in this Sixth Amendment (collectively the "Agreement").

RECITALS:

WHEREAS, the Parties executed that certain Agreement for Program and Construction Management Services made as of January 21, 2015 (the "Original Agreement"), pursuant to which Manager could provide comprehensive program and construction management services for modernization Projects at existing schools and for the new construction of a Project initially identified as the RiverPark West K-8 STEAM School and now commonly known as the "Rio Del Sol School"; and

WHEREAS, the Parties subsequently executed that certain First Amendment to Agreement for Program and Construction Management Services, dated as of March 15, 2017, which set forth Manager's Fee for Remaining Phase 1 Services related to the Rio Del Sol School (the "First Amendment"); that certain Second Amendment to Agreement for Program and Construction Management Services, dated as of September 21, 2017, which updated the construction schedule for Phase 1 construction (the "Second Amendment"); that certain Third Amendment to Agreement for Program and Construction Management Services, dated as of March 27, 2019, which authorized Manager to proceed with services for Phase 2 of the Rio Del Sol construction, set forth the Phase 2 construction schedule and established the not-to-exceed costs for Phase 2 services (the "Third Amendment"); and that certain Fourth Amendment to Agreement for Program and Construction Management Services, dated as of May 15, 2019 (the Fourth Amendment)

WHEREAS, as set forth in the Recitals of the Original Agreement, the Projects were initially funded in part by Measure G, a general obligation bond program; and

WHEREAS, on November 6, 2018, the electors of the District passed Measure L, a school bond measure, which authorized District to issue fifty-nine million two hundred thousand dollars (\$58,200,000.00) in bonds for new construction, modernization and renovation projects at various District schools ("Measure L"); and

WHEREAS, on November 8, 2022, the electors of the District passed Measure H, a school bond measure, which authorized District to issue seventy-two million dollars (\$72,000,000.00) in bonds for new construction, modernization and renovation projects at various District schools ("Measure H"); and

WHEREAS, the Parties wish to enter into this Sixth Amendment to extend the term of the Agreement and to set forth the Parties' understanding with respect to Manager's Fee for Measure G, Measure L or Measure H projects at various District schools (the "Measure G, L or Measure H Projects");

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Bond Programs**. All references in the Agreement to "Measure G or Measure L" shall be amended to refer to "Measure G, Measure L and Measure H."

2. **Extension of Term**. Pursuant to Article 4 of the Original Agreement, Schedule of Work, the term of the Agreement for purposes of Measure L and Measure H Projects shall be extended through December 31, 2024 (the "Extended Term").

3. **Compensation**. For the Measure G, Measure L and Measure H Projects, Manager's Fee for Basic Services (as defined in Exhibit A of the Original Agreement) and Extra Services (as defined in Exhibit B of the Original Agreement) shall be amended as set forth the attached Exhibit "D-2." This Sixth Amendment shall not alter Manager's Fee with respect to any projects funded by Measure G, Measure L or Measure H or any projects that have been completed as of the Effective Date.

4. **Remaining Provisions**. Except as specifically provided in this Sixth Amendment, the terms and conditions of the Original Agreement, the First Amendment, the Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment remain unmodified and in full force and effect.

5. **Counterparts**. This Sixth Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute one document. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or electronic transmission (such as PDF transmitted by email) provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or electronic transmission.

IN WITNESS WHEREOF, the Parties have executed this **Sixth Amendment** as of the Effective Date.

"District"

RIO SCHOOL DISTRICT, a political subdivision
of the State of California

By: _____
John D. Puglisi, Superintendent

"Manager"

BALFOUR BEATTY CONSTRUCTION, LLC, a
Delaware limited liability company

By: _____
_____, _____

EXHIBIT "D-2"

FEE SCHEDULE – SIXTH AMENDMENT

Compensation

1. The Manager's fee set forth in this **Amended** Agreement shall be full compensation for all of Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A"** of the original Agreement for Program and Construction Management Services. The Parties acknowledge and agree, in general, that the Program has an existing inventory (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment, etc.) and significant expenditures in these areas are not anticipated.
2. The amount of compensation shall be the amount set forth in this Amended Agreement, including all billed expenses, without advance written approval of District.
3. **Method of Payment**
 - a. Manager shall submit monthly invoices on a form and in the format approved by District.
 - b. Manager shall submit these invoices in duplicate to District via District's authorized representative.
 - c. Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her subconsultants.
 - d. Upon receipt and approval of Manager's invoices, District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.
 - e. District may withhold or deduct from amounts otherwise due Manager hereunder if Manager fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Manager has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

4. Hourly Rates

- a. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of this Agreement. Manager shall bill in quarter-hour increments for all Extra Services.

Job Title	Hourly Rate
Principal In Charge (VP):	\$234.00
Project Executive	\$224.00
Program Director	\$189.00
Program Manager	\$189.00
Senior Project Manager:	\$189.00
Project Manager	\$161.00
Project Engineer:	\$103.00
General/SR Superintendent:	\$203.00
Superintendent	\$161.00
Assistant Superintendent	\$120.00
Project Accountant/Administrator	\$ 70.00
Chief Estimator	\$200.00
Senior Estimator	\$178.00
MEP Estimator	\$178.00
Estimator	\$154.00
Scheduling Manager	\$189.00
Scheduler	\$149.00
BIM Manager	\$149.00
BIM Specialist	\$103.00
Constructability Reviewer	\$161.00
DSA Closeout Specialist	\$155.00
Quality Control Manager	\$161.00
Safety Manager	\$161.00
Environmental Manager	\$154.00

- 5.** The mark-up on any approved item of Extra Services performed by subconsultant(s) or subcontractor(s) shall not exceed ten percent (10%).

11.17



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.17 Approval of Proposal for the Rio Del Valle Middle School Switchgear Upgrade from KBZ
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	61,160.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the proposal for the Rio Del Valle Middle School Switchgear Upgrade from KBZ

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

There are several planned projects at Rio Del Valle that will surpass the campus' current electrical capacity, including the main campus HVAC replacement, Gym HVVAC, MPR Renovation and Kitchen Expansion. In order to adequately supply these projects with power, this proposal provides professional services to design and document the upgrade for the main electrical service and switchgear. This proposal also includes services for Bid/Negotiate, Construction Administration, and Close Out.

20221205_Rio School District Rio Del Valle Switchgear Upgrade Pr.pdf (552 KB)

Administrative Content

Executive Content

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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.

11/5



Rio School District
Rio Del Valle Switchgear Upgrade
Proposal - Agreement

18 November 2022

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

Re: Rio Del Valle MS Switchgear Upgrade

Dear Mr. Saleh,

Kruger Bensen Ziemer Architects is pleased to propose additional professional services for the above noted project.

There are several planned projects at Rio Del Valle that will surpass the campus' current electrical capacity, including the main campus HVAC replacement, Gym HVAC, MPR Renovation and Kitchen Expansion. In order to adequately supply these projects with power, this proposal provides professional services to design and document the upgrade for the main electrical service and switchgear. This proposal also includes services for Bid/Negotiate, Construction Administration, and Close Out.

OUTLINE OF SERVICES:

1. Construction Documents & DSA processing:

- Construction document plan set.
- Project specifications, as required for bidding and DSA review.
- Structural calculations as required for DSA review.
- DSA project registration, submittal, and review responses through DSA approval.
- Coordination with SCE for their portion of the upgrade.

2. Bid/Negotiate

- KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy or other vendor for distribution.
- KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
- KBZ will answer pre-bid RFI's and issue Addenda as necessary.
- KBZ will attend the bid opening and assist with bid tabulation as requested.
- KBZ will assist the District with bid evaluations and recommendations for award.

3. Construction Administration & Closeout

- KBZ will coordinate the pre-construction conference meeting.
- KBZ will participate in regular job meetings during the construction period, which is anticipated to run approximately 2 months (8 meetings included).
- KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
- KBZ will participate in one punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services on a T&M basis.
- KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
- KBZ will verify punch list items are complete per above.
- KBZ will prepare and submit DSA close-out forms including final verified reports, reporting of project final cost, etc., in support of project certification by DSA.

PROPOSED FEE: \$61,160 (See attached breakdown), includes \$1500 reimbursable allowance.

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



**Rio School District
Rio Del Valle Switchgear Upgrade
Proposal - Agreement**

District shall be responsible for any additional topographic and/or boundary survey work, agency review and permit fees, hazardous material testing, geotechnical investigations.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is 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 Del Valle MS Switchgear Upgrade

18 November 2022

	Principal			KBZ			Arch. Assistant			Consultants		Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Structural	Electrical		
Construction Documents												
CD-1	12	\$220		\$175	24	\$140			\$1,800	\$25,000		\$37,520.00
CD-2	8	\$220		\$175	16	\$140						\$6,000.00
CD-3	2	\$220		\$175	2	\$140						\$4,000.00
												\$720.00
Bid Assistance												
BA-1	4	\$220		\$175	2	\$140				\$1,500		\$4,320.00
BA-2	4	\$220		\$175	4	\$140						\$1,160.00
BA-3	1	\$220		\$175	0	\$140						\$1,440.00
												\$220.00
Construction Administration												
CA-1	2	\$220		\$175	2	\$140				\$3,500		\$17,820.00
CA-2	16	\$220		\$175	8	\$140						\$720.00
CA-3	8	\$220		\$175	8	\$140						\$4,640.00
CA-4	16	\$220		\$175	8	\$140						\$2,880.00
CA-5	2	\$220		\$175	2	\$140						\$4,640.00
CA-6	2	\$220		\$175	2	\$140						\$720.00
												\$720.00
												\$59,660.00
												\$1,500.00
												\$1,500.00

Total Proposed Fee: \$61,160.00

11.18



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.18 Approval of the Proposal for Extra Services, #3, for the Shade Structures at 3 Sites by KBZ Architects.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	19,500.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Proposal of Extra Services #3, for the Shade Structures at 3 Sites by KBZ Architects.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Proposed Extra Services (at each of the 3 schools):

- Add lighting and revise data outlets per District instructions

Proposed Fee (in total for all 3 schools):

- C.Hood & Associates \$15,000.00
- KBZ (coordination and DSA processing): \$4,500.00

Total Extra Services #3 Fee Addition: \$19,500.00

Shade Structures at 3 sites.pdf (282 KB)

Administrative Content

Executive Content

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11/16



Rio School District
Shade Structures at 3 Sites
Extra Services Proposal #3

17 November 2022

Rio School District
Attn. Wael Saleh
1800 Solar Dr.
Oxnard, CA 93036

Re: Shade Structures at 3 Sites – Extra Services Proposal #3

Dear Mr. Saleh,

Kruger Bensen Ziemer Architects is requesting approval to extend our professional services for the above project. During the initial submittals for the Rio Plaza shade structure, both lighting and data outlets were reviewed with the site principal and IT Department in greater detail. The result of the discussions with the principal was to add light fixtures to the shade structure to facilitate evening meetings, etc. Other discussions with the IT Department led to a reduction in the number of data port locations, both on the columns and at the roof for wireless access. These changes will be replicated across all (3) shade structure projects.

PROPOSED EXTRA SERVICES:

- 1. Design Changes:
 - Add lighting and revise data outlets per District instructions.

PROPOSED FEE:

- C.Hood & Associates: \$15,000.00
- KBZ (coordination & DSA processing): \$4,500.00

Total Extra Services #3 Fee Addition: \$19,500.00

The fee as noted above shall be billed each month based on percentage of completion for the current task(s). Please increase your existing Purchase Order #L21-00036 from \$62,000.00 to \$81,500.00 upon approval.

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 & CFO
California License #C25839

cc: Keith Henderson (Balfour Beatty), Mary Orleans (RSDD)

Agreed:

Signature

Printed name

Date

11.19



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.19 Approval of proposal from KBZ Architects for the Extra Services #1 at Rio Del Valle for the HVAC and Electrical Infrastructure
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	49,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the proposal for extra services, #1, at Rio Del Valle for the HVAC and Electrical Infrastructure from KBZ

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This proposal is to cover extra services for two major items on the RDV HVAC and Electrical Infrastructure project.

Proposed Fees:

- Separate gym DSA Application Package/Processing from the HVAC/AC for the Gym Building \$10,500.00
- Lighting Replacement (Ceiling grids will be removed to install the new HVAC ductwork.) \$38,500.00

Total Proposal Contract/purchase Order increase: \$49,000.00

The proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEQA analysis/documentation, or full building seismic analysis/evaluations.

KBZ RDV HVAC.pdf (4,057 KB)

Administrative Content**Executive Content**

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1157



Rio School District
Rio Del Valle HVAC and Electrical Infrastructure
Extra Services Request #1

07 January 2022

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

Re: Rio Del Valle HVAC and Electrical Infrastructure – Extra Services Request #1

Dear Mr. Saleh,

We are respectfully submitting a proposal for extra services to cover two major items for the above project:

1. The separation of the HVAC for the Gym Building into its own separate project, due the lack of DSA certification of the original construction of the gym. The efforts to certify the original construction are being handled via a separate proposal and purchase order already approved. However, once that original project is certified, the HVAC for the Gym will need to be submitted to DSA as a separate project, apart from the main campus HVAC replacement, requiring additional time and effort. The design for the Gym was included in our original Agreement, so this proposal is only for the additional effort required to separate out the Gym and for the additional DSA application, documentation package, review/response through DSA approval. Separate cost estimates for the Gym package have not been included. It is our hope that the Gym can be constructed with the main campus and that no additional services will be necessary for an additional bid and construction administration effort.
2. While designing the HVAC replacement and site conditions discovered during the recent fire alarm project, it is apparent that the ceiling grids in the classrooms and admin spaces will need to be removed to install the new HVAC ductwork. As this is the case, it would be beneficial for the District to replace the lighting fixtures and controls in the these areas with modern LED fixtures that can be spaced further apart (fewer fixtures per classroom than existing) and modern daylighting and occupancy-based controls installed per current energy code requirements. In our opinion, this makes more sense than temporarily removing the existing old fixtures and reinstalling them in the new grid. The areas affected are attached in a campus diagram.

PROPOSED FEES:

1. Separate Gym DSA Application Package/Processing (KBZ+SWA+AEG+CHA)	\$10,500.00
2. Lighting replacement (KBZ + CHA):	\$ 38,500.00
Total proposed contract/purchase order increase:	\$49,000.00

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

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

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

Very truly yours,

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

Agreed:

Signature

Printed name

Date

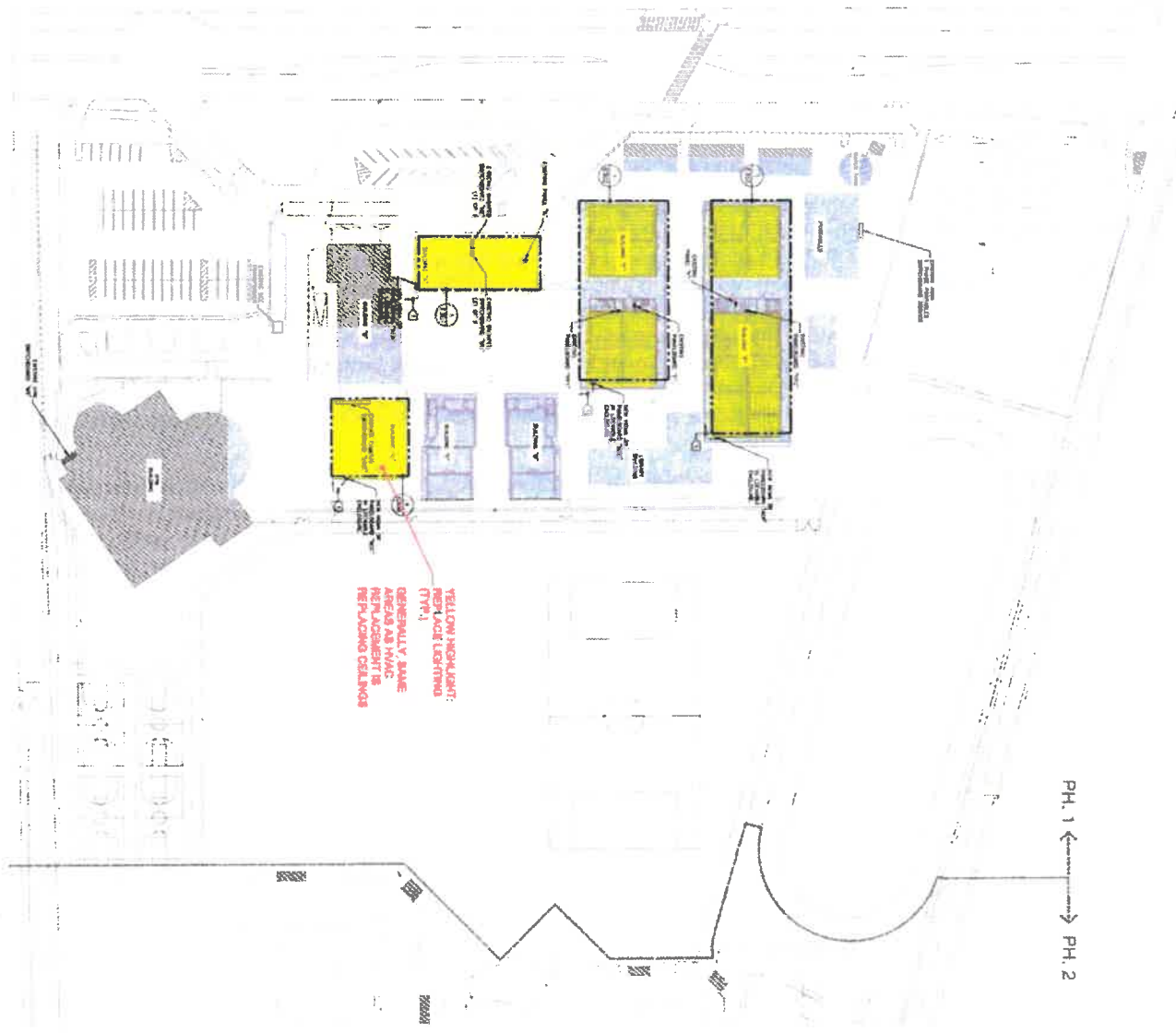
Attached: New Lighting Areas diagram, CHA proposal for Lighting

RIO SCHOOL DISTRICT
 RIO DEL VALLE MIDDLE SCHOOL
 HVAC AND ELECTRICAL INFRASTRUCTURE

- SHEET NOTES**
1. GENERAL NOTES OF ALL MATERIALS AND COMPONENTS TO BE SUPPLIED BY THE CONTRACTOR.
 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED EQUIPMENT AND UTILITIES.
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED EQUIPMENT AND UTILITIES.
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 20. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED EQUIPMENT AND UTILITIES.

KEY NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED EQUIPMENT AND UTILITIES.



**YELLOW HIGHLIGHTING:
 REPLACE LIGHTING
 (TYP.)**

**GENERALLY, SHADE
 AREAS AS HVAC
 REPLACEMENT IS
 REPLACING CEILING**

1 SITE POWER PLAN
 SCALE: 1" = 20'

811

E200

PROJECT: RIO DEL VALLE MIDDLE SCHOOL
 LOCATION: RIO DEL VALLE, NM
 DATE: 10/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PROFESSIONAL ENGINEER

REGISTERED ELECTRICAL ENGINEER

NO. 12345

STATE OF NEW MEXICO

DATE: 10/2018

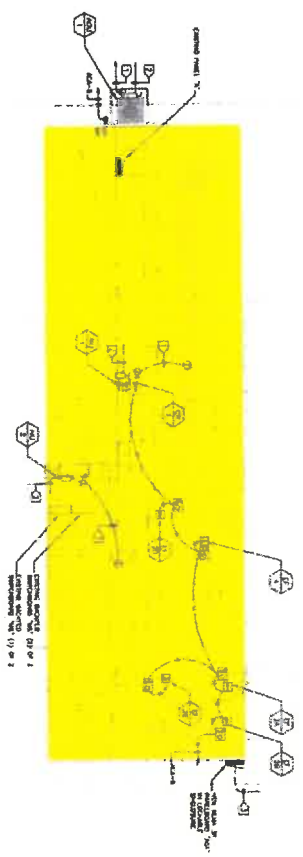
SHEET NOTES

1. FOLD OVER SCHEDULE, COMPART LOCATIONS
2. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
3. ALL WIRING SHALL BE COMPLETED WITH 90° BENDS.
4. ALL TRAYED CONDUIT SHALL BE RIGID GALVANIZED STEEL, 3/4" RADIUS, AND USE "HARDFOOT CONDUIT FITTERS".
5. THE FINAL CONNECTION TO COMPARTOR SHALL BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
6. ALL ELECTRICAL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
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12. ALL ELECTRICAL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.

KEY NOTES

1. VOLT & HING CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
2. THE ELECTRICAL SCHEDULE FOR ALL ELECTRICAL COMPARTS SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
3. ALL ELECTRICAL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.

1 BUILDING A HVAC POWER PLAN
SCALE: 1/8" = 1' - 0"



2 SITE PLAN
SCALE: 1/8" = 1' - 0"



ROLAND BENSON ZEIGER
REGISTERED PROFESSIONAL ENGINEER
No. 12345 - State of Colorado
Electrical Engineering
1234 Main Street, Suite 500
Denver, Colorado 80202
Tel: 303-555-1234
Fax: 303-555-5678
www.rolandbensonzeiger.com



NO.	REVISION	DATE
1	ISSUE FOR PERMIT	08/15/2024
2	REVISED PER COMMENTS	09/01/2024
3	REVISED PER COMMENTS	09/15/2024
4	REVISED PER COMMENTS	10/01/2024
5	REVISED PER COMMENTS	10/15/2024
6	REVISED PER COMMENTS	11/01/2024
7	REVISED PER COMMENTS	11/15/2024
8	REVISED PER COMMENTS	12/01/2024
9	REVISED PER COMMENTS	12/15/2024
10	REVISED PER COMMENTS	01/01/2025

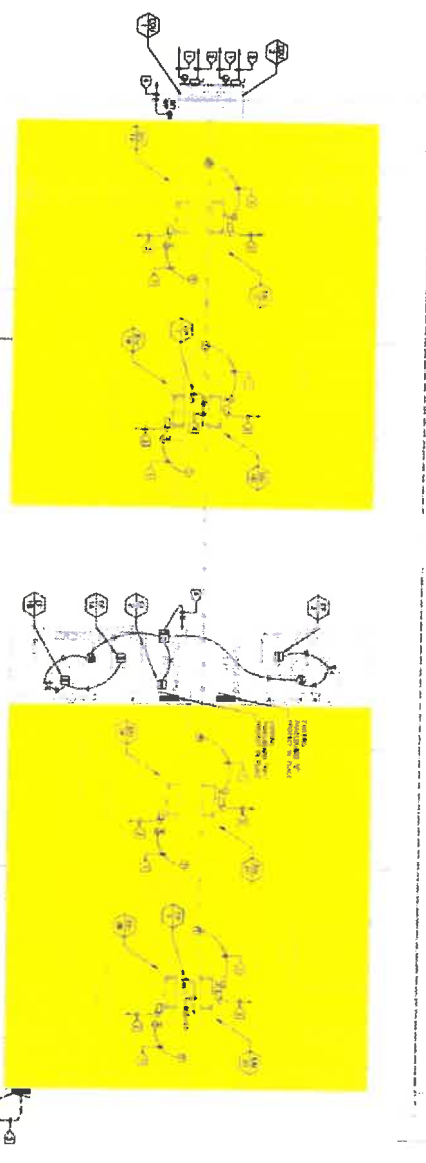
E401

SHEET NOTES

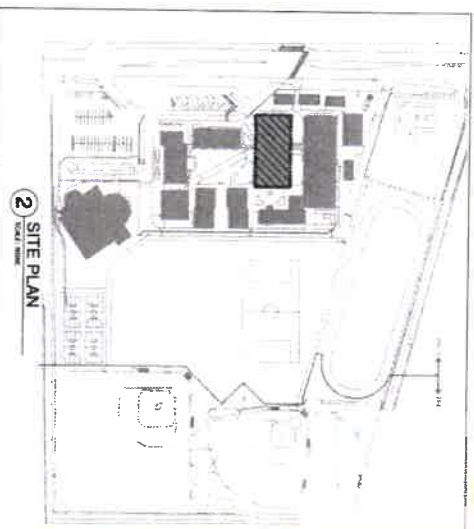
1. READ VARIOUS MECHANICAL EQUIPMENT LOCATIONS.
2. SEE ELECTRICAL SCHEDULE FOR MECHANICAL EQUIPMENT.
3. ALL WORK SHALL BE COMPLETED BY OTHER TRADES.
4. ALL WORK SHALL BE COMPLETED BY OTHER TRADES.
5. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL ELECTRICAL MATERIALS AND LABOR.
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KEY NOTES

1. SEE ELECTRICAL SCHEDULE FOR MECHANICAL EQUIPMENT.
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20. SEE ELECTRICAL SCHEDULE FOR MECHANICAL EQUIPMENT.



1 BUILDING E HVAC POWER PLAN



2 SITE PLAN

RIO SCHOOL DISTRICT
RIO DEL VALLE MIDDLE SCHOOL
HVAC AND ELECTRICAL INFRASTRUCTURE



KENNETH B. SHERMAN, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 11111
STATE OF TEXAS



ARCHITECT
NO. 11111
STATE OF TEXAS

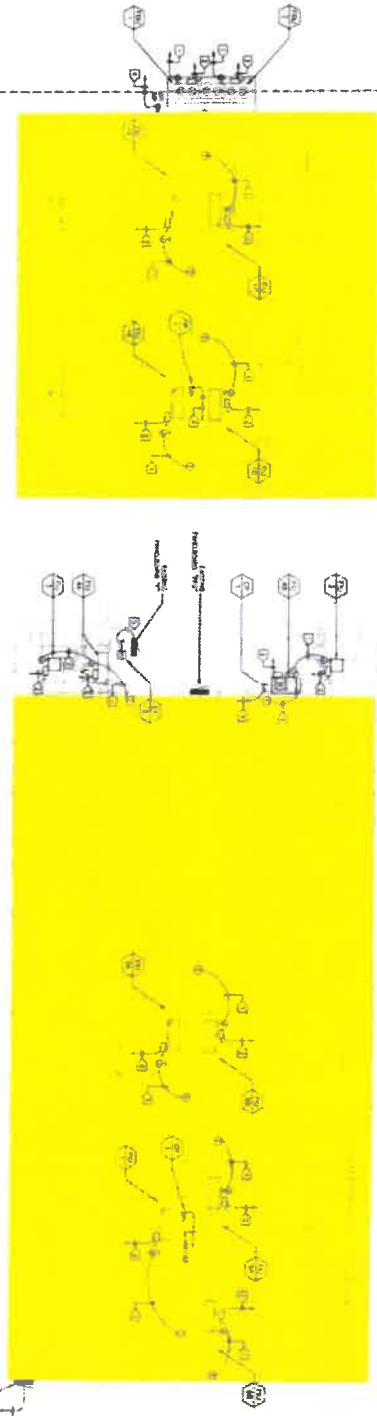
E402

SHEET NOTES

- 1 FIELD IDENTIFICATION, COMPART LOCATIONS
- 2 ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 3 ALL CONDUIT SHALL BE CONDUIT WITH PROTECTIVE JACKET, 3/4" MINIMUM, AND THE NATIONAL CONDUIT BUREAU (NCB) APPROVED.
- 4 ALL PIPING SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
- 5 ALL PIPING SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
- 6 ALL PIPING SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
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- 10 ALL PIPING SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
- 11 ALL PIPING SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.
- 12 ALL PIPING SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.

KEY NOTES

- 1) VENT & HVAC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL MECHANICAL CODE (NMC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 2) ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 3) ALL CONDUIT SHALL BE CONDUIT WITH PROTECTIVE JACKET, 3/4" MINIMUM, AND THE NATIONAL CONDUIT BUREAU (NCB) APPROVED.
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- 12) ALL PIPING SHALL BE APPROVED BY THE LOCAL HEALTH DEPARTMENT AND THE LOCAL WATER UTILITY.



1 BUILDING F HVAC POWER PLAN



2 SITE PLAN



MICHAEL BERNARD ZIEGLER
 LICENSE NO. 10000
 STATE OF NEW MEXICO
 REGISTERED PROFESSIONAL ENGINEER
 MECHANICAL ENGINEERING



JOHN J. BROWN
 LICENSE NO. 10000
 STATE OF NEW MEXICO
 REGISTERED PROFESSIONAL ENGINEER
 ELECTRICAL ENGINEERING

SYMBOL	DESCRIPTION
△	FIELD IDENTIFICATION
□	COMPART
○	CONDUIT
○	PIPE
○	WALL
○	DOOR
○	WINDOW
○	CEILING
○	FLOOR
○	ROOF
○	FOUNDATION
○	LANDSCAPE
○	UTILITIES
○	ADDITIONAL

SHEET NOTES

1. THIS SHEET IS TO BE USED IN CONJUNCTION WITH THE ELECTRICAL INFRASTRUCTURE SCHEDULE.
2. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
3. ALL CONDUIT SHALL BE COMPATIBLE WITH THE WIRING SYSTEM.
4. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
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12. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).

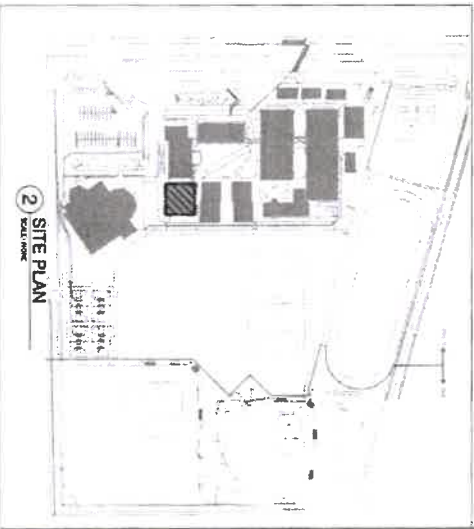
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12. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).



1 BUILDING G HVAC POWER PLAN

DATE: 10 - 1 - 20



2 SITE PLAN

DATE: 10 - 1 - 20

E4104

PROJECT: RIO SCHOOL DISTRICT
 MIDDLE SCHOOL
 HVAC AND ELECTRICAL INFRASTRUCTURE

DATE: 10 - 1 - 20

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

811

Call before you dig

1-800-4-A-DIG

Professional Engineer Seal

State of Texas

Professional Engineer

[Name]

KELDER-BENSON-ZIMMER ARCHITECTS INC.

2014 JENNIFER ALA JAYWALK LN

HOUSTON, TX 77058



December 29, 2021

Todd Jespersen, AIA
Kruger Bensen Ziemer Architects
199 Figueroa Street, Suite 100A
Ventura, CA 93001

Project: Rio Del Valle Buildings A, E, F, & G Lighting/Ceiling Replacement Project
Subject: Fee Proposal for Electrical Engineering Consulting Services
Proposal No: 20-121

Dear Todd:

Thank you for the opportunity to propose on your Rio Del Valle MS Buildings A, E, F, & G Lighting/Ceiling Replacement Project project. The scope of work given below is based on the information we received from your office.

Our Scope of Work Will Include:

- 1) Construction Documents Phase:
 - a) Lighting system and lighting controls replacement plans
 - b) Electrical signal line diagram
 - c) Electrical load calculations and documentation
 - d) Electrical equipment details.
 - e) Indoor lighting Title 24 compliance calculations and documentation.
- 2) 100% Construction Document submittal: PDF drawing files for permit application.
- 3) Completion of DSA electrical plan check corrections.

Excludes:

- 1) Civil engineering, Structural engineering, Landscape design, etc.
- 2) SCE utility system design.
- 3) Electrical Design beyond the electrical system upgrades required for new lighting systems.
- 4) Fire alarm system design
- 5) Reproduction & shipping costs

- 6) Voice/Data/Security/Clocks/Bells/PA/Mass notification/etc. system design
- 7) Construction observation
- 8) Plan check fees
- 9) Value engineering and cost estimates
- 10) As-built drawings
- 11) Structural engineering
- 12) Alternative energy system (solar, wind, geothermal design)
- 13) LEED submittal documentation or application processing.

Compensation/Fee Schedule:

Services for this project shall be provided on a lump sum basis. Construction Administration will be provided on an as needed basis at our hourly rates. We propose to provide the above electrical engineering services for a fee of \$35,000.

The above fee and scope of work is based on the following conditions:

The Architect is to provide site plans, floor plans, and reflected ceiling plans, etc. in AutoCAD format. The Owner's consultants and vendors shall provide equipment cut sheets and installation diagrams, for all equipment requiring electrical connection, with their power and signal requirements specified. The Owner shall provide accurate record drawings for the existing building electrical systems.

Coordination: Architectural base files shall be provided for our coordination and calculation two weeks prior to 1st building and safety plan check submittal. In the event coordination documents for equipment requiring electrical connection are provided after the electrical system calculations have been completed, additional fees may be required to recalculate the electrical system. Changes made after 1st plan check submittal electrical plans are completed, due to base updates, ceiling changes, floor plan changes, HVAC changes, equipment changes, etc. may require additional fees to revise and recalculate already completed electrical plans.

For purposes of this proposal, it is assumed that the existing campus fire alarm is fully functional, the electrical service and distribution systems have adequate spare capacity to supply the new construction project. It is also assumed that the existing point of 3 connection equipment requires little or no modification to supply new construction. In the event that the service equipment or distribution systems are found inadequate for the expansion, additional electrical engineering fees may be necessary to upgrade the existing fire alarm or power systems.

Fee proposal will be honored for a period of sixty days, after which it may be renegotiated at the engineer's option.

It is agreed that the professional services of the Engineer (a.k.a. Design Professional) do not extend to nor include the review or site observation of the Contractor's work or

performance. Job site visits beyond those listed, if required, shall be billed at an hourly rate.

Neither the professional activities of the Design Professional, nor the presence of the Design Professionals employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and Design Professionals personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety.

It is further agreed that the Owner (a.k.a. Client) will defend, indemnify and hold harmless the Engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the Contractor's performance or failure of the Contractors work to conform to the design intent and the contract documents.

In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Design Professional, the Client recognizes that such changes and the results thereof are not the responsibility of the Design Professional. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use or result of such changes.

The Design Professional shall perform its services consistent with the professional skill and care ordinarily provided by Design Professional practicing in the same or similar locality under the same or similar circumstances.

Owner and Design Professional have discussed their risks, rewards and benefits of the project and the Design Professional's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, the Design Professionals total liability to Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of \$50,000. Such causes include but are not limited to Design Professionals negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

Design Professional shall not knowingly take any action called for by this agreement or arising from the course of this project which shall cause loss of Design Professional's professional liability insurance coverage for this project or any aspect of it.

The services described above include stamped and signed PDF electronic drawing files. Hard copy bond prints shall be reimbursed at \$5.00 per 24" x 36" sheet and \$6.00 per 30" x 42" sheet.

Invoices are monthly and are payable within 30 days of receipt of invoice. Payments not received within sixty days of the date on our invoice are cause for our engineering services to be stopped until payment of outstanding invoices is received. Payments not received within 90 days of invoice date shall be subject to 1-1/2% per month interest on the unpaid balance. After three months, delinquent accounts will be referred to our attorney for collection. All reasonable attorneys' fees will be included in the unpaid balance and paid by the Client. Final signed plans for permit approval may not be released until final payment has been received.

If the Client objects to any portion of an invoice, the Client shall so notify the Design Professional in writing within 15 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Design Professionals favor and unpaid for more than 90 calendar days after date of submission.

In the event that there is a conflict or ambiguity between the terms of this proposal and any contract executed in connection with this project, then the terms of this proposal shall govern and supersede all other instruments.

For purposes of venue and jurisdiction, the parties agree that this contract has been performed and executed in the City of Ventura, County of Ventura, State of California.

This contract may be terminated by either party upon 14 days written notification. The Engineer shall be paid for work performed until date of termination and shall provide to the Client all documents and drawings completed as a portion of the completed work effort.

All drawings, specifications, and other work products of the Engineer for this project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. Any reuse, without specific written verification or adaptation by the Engineer, will be at the Owner's sole risk and without liability or legal exposure to the Engineer, and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, loss and expenses, including attorneys' fees, arising out of or resulting therefrom.

If this proposal is in accordance with your requirements, please sign and return the enclosed copy of this proposal and provide us with instructions as to target dates for completion of design and construction drawings.

We look forward to the opportunity of serving you in your Electrical Engineering needs. If you have any questions regarding this proposal, please contact us.

Craig Hood, P.E. LEED AP BD + C
C Hood & Associates, Inc.

Date

(Signature)
KBZ Architects

Date



2021 Rate Schedule

Labor* (per hour)

Principal Engineer	\$210	Staff Engineer I	\$115
Senior Engineer II	\$170	CADD Designer/Operator	\$115
Senior Engineer I	\$160	Assistant Engineer	\$102
Project Manager II	\$150	Sr. Drafter	\$95
Project Manager I	\$136	Drafter	\$75
Staff Engineer III	\$132	Technical Specification Writer	\$95
Staff Engineer II	\$128	Word Processing/Clerical	\$75

* Depositions, mediations, arbitrations, document searches, and court appearance labor is two times the rate shown and billed in 1/2-day increments.

Reimbursable Expenses**

Photocopying	\$0.30 per page
Color Photocopy (8-1/2x11)	\$1.00 per page
Color Photocopy (11x17)	\$1.25 per page
CADD Plots	
E Size (30x42)	\$6.00 per page
D Size (24x36)	\$5.00 per page
Automobile	\$1.00 per mile

Out of Pocket

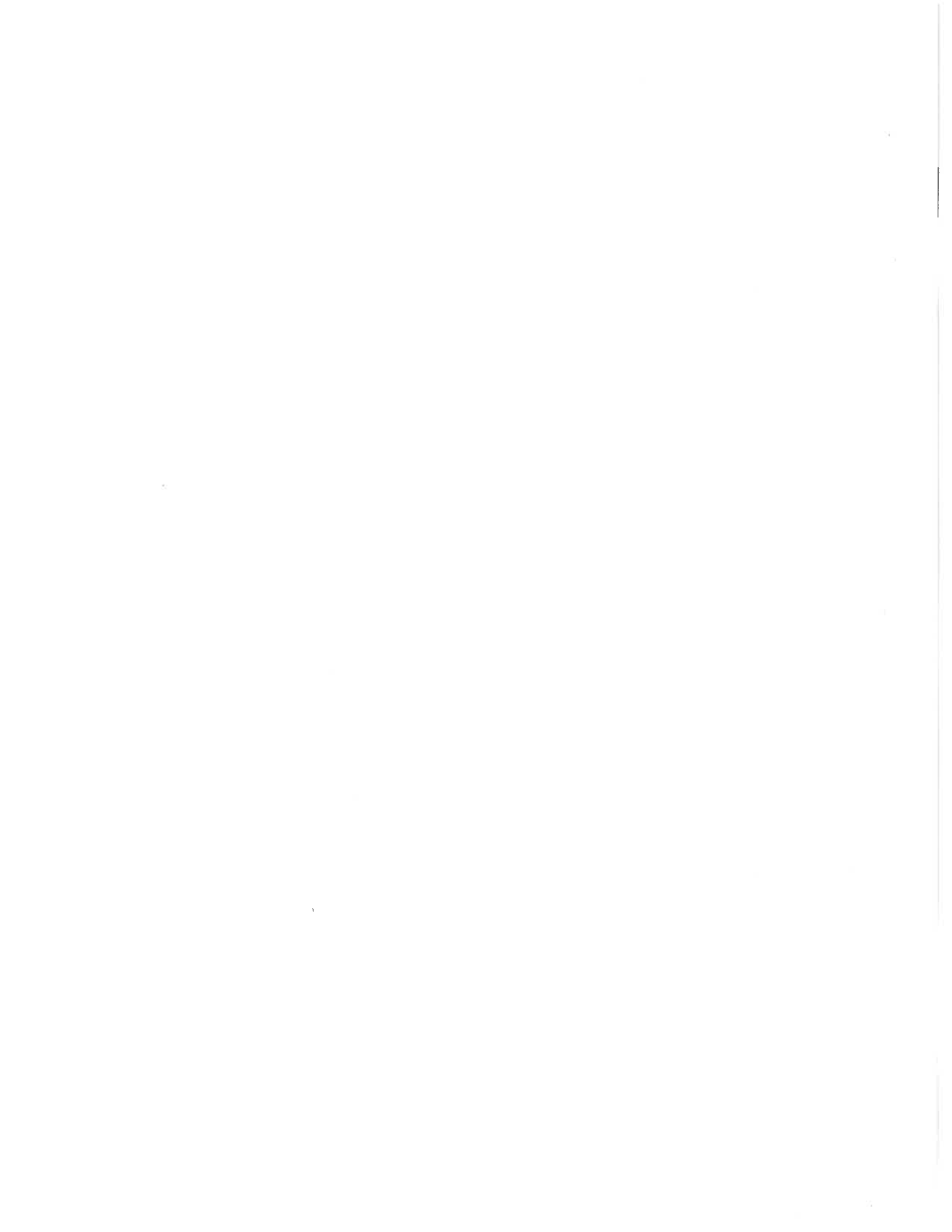
Travel, Subconsultants, Printing, Communication, etc.

** In-house at scheduled rate plus 15%. Out-of-pocket at cost plus 15%.

Invoices

Bills are due and payable within 30 days. Interest at 1.5% per month (but not exceeding the maximum rate allowable by law) is payable on any amounts not paid within 90 days.

11.20





Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.20 Approval of Proposal for extra services for the Rio Del Valle HVAC and Electrical Infrastructure, #2, in the Gym Locker Rooms.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	34,800.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve the Proposal for extra services for the Rio Del Valle HVAC and Electrical Infrastructure, #2, in the Gym Locker Rooms.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This proposal for extra services is to include air conditioning of two locker rooms at the RDV Gym. The scope will remove the existing heat-vent unit and replace it with either a rooftop package unit or a split system with rooftop air handler(s) and ground-mount condenser units(s), depending on unit weights and structural analysis of roof loads. Existing ductwork will be evaluated for replacement or re-use by adding insulation. The locker room scope will be included in the separate DSA Application for the Gym.

Proposed Fees:

- Architectural \$7,500.00
- Structural \$3,200.00
- Mechanical \$12,600.00
- Electrical \$11,500.00

Total proposed Contract/purchase Order Increase: \$34,800.00

KBZ RDV HVAC, #2 Extra Services.pdf (284 KB)

Administrative Content

Executive Content

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1.8

Rio School District
 Rio Del Valle HVAC and Electrical Infrastructure
 Extra Services Request #2

29 November 2022

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

Re: Rio Del Valle HVAC and Electrical Infrastructure – Extra Services Request #2 – Gym Locker Rooms

Dear Mr. Saleh,

We are respectfully submitting a proposal for extra services to include air conditioning the two locker rooms at the Rio Del Valle Middle School Gym. The scope will remove the existing heat-vent unit and replace it with either a rooftop package unit or a split system with rooftop air handler(s) and ground-mount condenser unit(s), depending on unit weights and structural analysis of roof loads. Existing ductwork will be evaluated for replacement or re-use by adding insulation. The locker room scope will be included in the separate DSA Application for the Gym.

PROPOSED FEES:

Architectural (KBZ):	\$7,500.00
Structural (Orion):	\$3,200.00
Mechanical (AE Group):	\$12,600.00
<u>Electrical (C. Hood & Assoc.):</u>	<u>\$11,500.00</u>
Total proposed contract/purchase order increase:	\$34,800.00

Original Purchase Order:	\$149,740.00
Extra Services #1:	\$49,000.00
<u>Extra Services #2:</u>	<u>\$34,800.00</u>
Updated Purchase Order total:	\$233,540.00

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

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

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

Very truly yours,



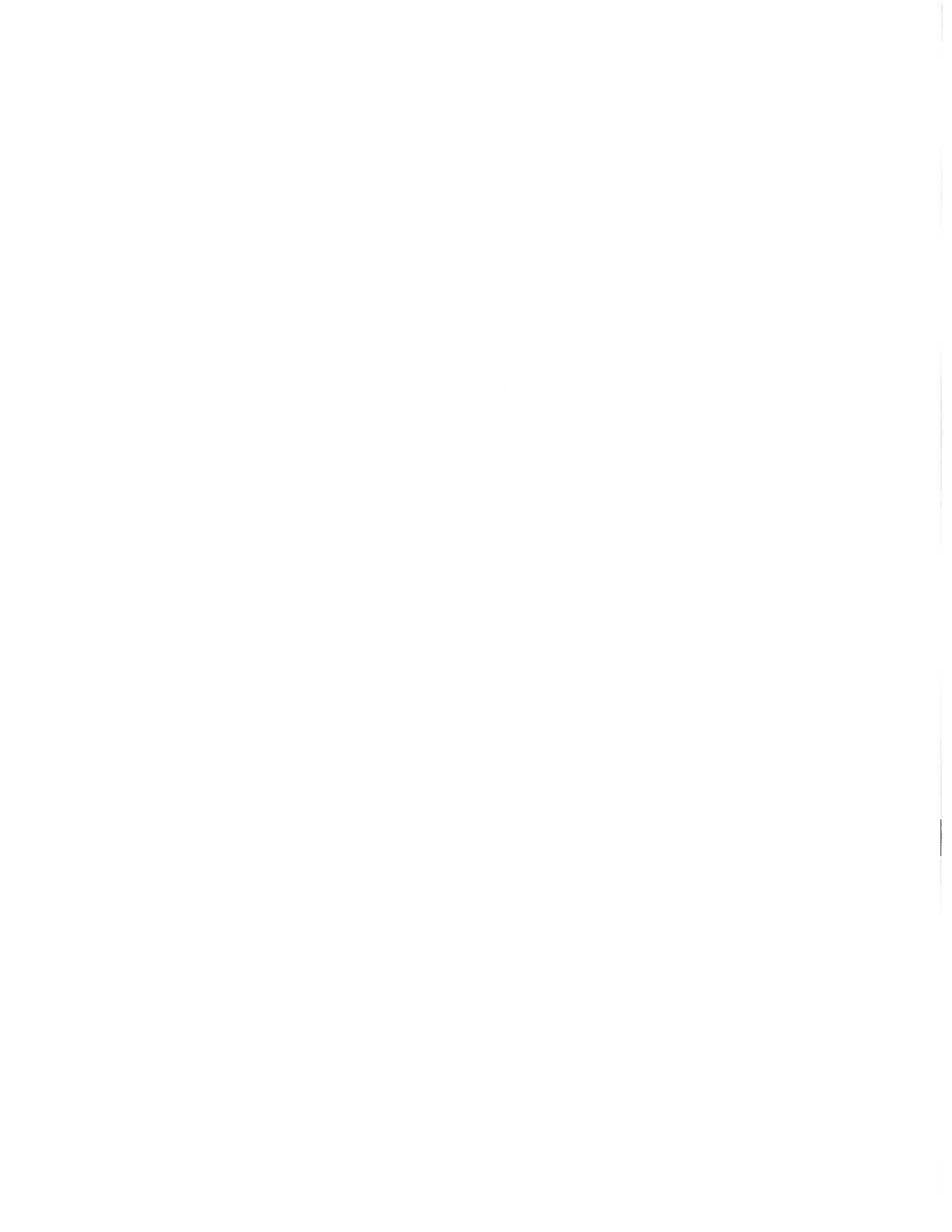
Todd A Jespersen AIA, LEED AP_{BD+C}
 Principal Architect
 California License #C25839

Agreed:

 Signature

 Printed name

 Date



11.21



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.21 Approval of Resolution No. 22/23-11 for the Notice of Completion for SMITH M.E.P. for Project #21-15L, Rio Vista Gym HVAC and Electrical
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve the Resolution No. 22/23-11 for the Notice of Completion for SMITH M.E.P. for Project #21-15L, Rio Vista Gym HVAC and Electrical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This notice and Resolution (No. 22-23/11) of completion by Smith M.E.P. is for Project #21-15L, Rio Vista Gym HVAC and Electrical has been completed and all contract installation requirements have been satisfied by Smith M.E.P.. This project should be closed.

[NOC SMITH MEP.pdf \(206 KB\)](#)

[Resolution 22-23-11 for NOC Smith MEP at Vista.pdf \(420 KB\)](#)

Administrative Content

Executive Content

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RIO SCHOOL DISTRICT
RESOLUTION NO. 22/23-11

**NOTICE OF COMPLETION OF PROJECT #21-15L FOR THE
RIO VISTA GYM HVAC AND ELECTRICAL**

WHEREAS, pursuant to RSD Project No.21-15L, the Rio School District ("District") contracted with Smith MEP for services related to the Rio Vista Gym HVAC and Electrical Project; and

WHEREAS, Contractor subsequently commenced the work on Project No.21-15L; and

WHEREAS, on November 17, 2022, the project construction manager confirmed that the work for Project No. 21-15L has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 21-15L.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 14th day of December, 2023 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kristine Anderson,
President of the Board of Trustees

Balfour Beatty
Construction

11.9

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93030
Attn: Dr. Puglisi

November 17, 2022

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #21-15L Rio Vista Gym HVAC & Electrical.
Recommendation to Request Board Approval for Issuance of Notice of Completion
For **SMITH MEP**.

Dear Dr. Puglisi,

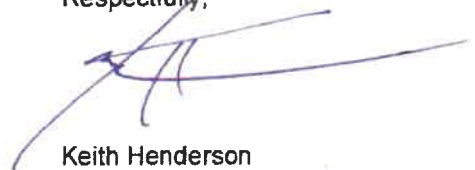
Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #21-15L Rio Vista Gym & Electrical at Rio Vista Middle School. All contract installation requirements have been satisfied by **SMITH MEP** for Bid #21-15L. The final contract amount is as follows.

SMITH MEP	Base Agreement	\$ 1,200,800.00
SMITH MEP	Total Change Order Amount	\$ 7,773.00 CO#1
		\$ (29,086.00) CO#2R1

FINAL Cost **\$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

11.22



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.22 Approval of the Proposal for the Rio Del Valle Kitchen-MRP Project - Code Update, DSA, Bidding and Construction Administration
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	247,777.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve the Proposal for the Rio Del Valle Kitchen-MRP Project - Code Update, DSA, Bidding and Construction Administration

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The upcoming Kitchen MPR Renovation at Rio Del Valle Middle School was DSA approved in 2018 but was not immediately constructed due to funding issues. KBZ billed through the DSA approval and the project was then shelved while awaiting funding.

Scope of Work is as follows:

- Update design/construction documents to 2022 Code
- Food Service Equipment changes to be consulted with MEP consultants.
- Mechanical/Plumbing review of fixtures and equipment. Rooftop equipment changes will include structural revisions as necessary.
- Electrical review of fixtures and equipment.
- Revision of fire alarm system to coordinate with new campus-wide fire alarm.
- Fire Sprinkler System code updates.

[20221205_Rio School District Rio Del Valle Kitchen-MPR Code Upda.pdf \(695 KB\)](#)

Administrative Content

Executive Content

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Rio School District
Rio Del Valle Kitchen-MPR Code Update/DSA/Bid/CA
Proposal/Agreement

29 November 2022

Rio School District
Attn. Wael Saleh, Ass't. Superintendent Business Services
1800 Solar Dr
Oxnard, CA 93030

Re: Rio Del Valle Kitchen-MPR Project – Code Update, DSA, Bidding, and Construction Administration

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the upcoming Kitchen-MPR Renovation at Rio Del Valle Middle School. This project was approved by DSA in 2018 but was not immediately constructed due to funding issues. KBZ billed through the DSA approval and the project was then shelved while awaiting funding. We understand the current scope to be as follows:

- Update design/construction documents to upcoming 2022 California Building Code that becomes effective January 1, 2023.
- Food Service Equipment (FSE) changes: RSD Child Nutrition Department has reviewed the FSE list from the 2018 DSA-approved drawings and has made some changes after discussions with our food service consultant, per current standards and menu/food prep procedures. These changes will be updated and coordinated with MEP consultants.
- Mechanical/Plumbing review of fixtures and equipment with respect to projected availability in 2023; update model numbers, etc. as necessary. Mechanical engineer will revise natural gas-fired equipment will all-electric heat-pump models for HVAC and water heating. Rooftop equipment changes will include structural revisions as necessary, including the rooftop mechanical equipment screening system.
- Electrical review of fixtures and equipment with respect to availability in 2023; update model numbers, etc. as necessary.
- Revision of fire alarm system design to coordinate with the recently constructed campus-wide fire alarm.
- Fire Sprinkler System code updates.

OUTLINE OF SERVICES:

1. Construction Document Revisions:

- Final investigations on site for confirmation of proposed work vs. existing conditions.
- Addressing constructability review comments from Balfour Beatty regarding changes to plans, details, specifications, and cut-sheets required for bidding.
- Project will be submitted to DSA as a new project for review and approval.
- Provision of new plans and specifications for use in bidding the project.

2. Ventura County Environmental Health Division (EHD) Permit Processing:

- KBZ will submit Kitchen plans to EHD for processing and approval (fees by RSD), concurrently with DSA submittal.

3. Bid/Negotiate:

- KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
- KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
- KBZ will answer pre-bid RFI's and issue Addenda as necessary.
- KBZ will attend the bid opening and assist with bid tabulation as requested.
- KBZ will assist the District with bid evaluations and recommendations for award.

4. Construction Administration:

- KBZ will coordinate the pre-construction conference meeting.
- KBZ will file DSA forms for the Project Inspector approval (5-PI) and Construction Start Notice (102-IC).
- KBZ will attend (24) regular job meetings during the construction period that is anticipated to last approximately 6 months. Should the construction period be extended, additional meetings will be billed as extra services.
- KBZ will review pay applications and review as-builts during the construction period.
- Documentation and processing of any DSA post-approval reviews (e.g. CCD's) will be billed as extra services as needed.
- KBZ will participate in two punch list walks at the conclusion of construction, one for punch list generation and the other for confirmation. Additional walks/confirmation visits will be billed as extra services.

5. Closeout:

- KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
- KBZ will submit the DSA-6AE final verified report to DSA and assist with other DSA forms as necessary for certification.

Proposed Fee: \$ 247,777.00 – see attached breakdown.

Fees above based on documentation prepared for the design/bid/build delivery method, a single round of bidding, and a single construction contract having a duration of approximately 6 months.

We are proposing the continued use of the original project consultants for this phase of the project:

Structural Engineer:	19-6 (formerly Ehlen Spiess & Haight Inc.)
Mech/Plumbing Engineer:	AE Group
Electrical Engineer:	C.Hood & Associates
Food Service Consultant:	Rooze Food Service Consulting
Roof Screen Engineering:	RoofScreen Manufacturing Inc.
Fire Protection Consultant:	Collings & Associates

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

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

If the District finds this proposal acceptable, please sign the proposal below to serve as the Agreement. This proposal is valid for 60 days.

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

Very truly yours,



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

Agreed:

 Signature

 Printed name

 Date

Attached: Fee Breakdown

RDV Kitchen-MPR Renovation 2023 Code Update/DSA/Bid/CA

November 29, 2022

	Principal		Arch. Ass't.		Food Service Consultant	Structural Consultant	Mech/Plumb Consultant	Electrical Consultant	Roof Screen Engineering	Fire Sprinkler Consultant	Total
	Hrs	Rate	Hrs	Rate							
CD Revision & EHD Processing Phase											
2022 Code Evaluation	8	\$220	8	\$140	\$6,800	\$37,200	\$21,610	\$49,270	\$4,127	\$7,800	\$174,167.00
Equipment Revisions/Updates	8	\$220	8	\$140							\$2,880.00
CD Plan Revisions/Coordination	60	\$220	120	\$140							\$30,000.00
Constructability Meeting/Prep	2	\$220	2	\$140							\$720.00
Spec/Project Manual Revisions	16	\$220	8	\$140							\$4,640.00
DSA Submittal/Reviews/Responses	4	\$220	24	\$140							\$4,240.00
EHD Permit Processing	4	\$220	8	\$140							\$2,000.00
Bid/Negotiate Phase						\$1,300				\$1,800	\$7,420.00
(1) Bid Doc Review Meeting/Minutes	2	\$220	2	\$140							\$720.00
Pre-Bid Conference/Job Walk	2	\$220	2	\$140							\$720.00
RFI Responses/Addenda	8	\$220	8	\$140							\$2,880.00
Construction Administration Phase					\$800	\$15,750	\$2,400	\$2,500		\$3,800	\$62,290.00
Pre-con Meeting	2	\$220	2	\$140							\$720.00
Construction Meetings (24)	12	\$220	48	\$140							\$9,360.00
RFI's / Submittals	24	\$220	120	\$140							\$22,080.00
Change Orders / Pay Apps	4	\$220	4	\$140							\$1,440.00
DSA Revisions/Administration	4	\$220	8	\$140							\$2,000.00
Punch List	4	\$220	4	\$140							\$1,440.00
Closeout Phase										\$1,400	\$2,400.00
Punch List Completion Confirmation	1	\$220	2	\$140							\$500.00
Close-Out Doc review	1	\$220	2	\$140							\$500.00
Total Fees:				\$89,720	\$7,600	\$54,250	\$24,010	\$51,770	\$4,127	\$14,800	\$246,277.00

Reimbursable Allowance:

\$1,500.00

Total Proposed Fee:

\$247,777.00

11.23



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.23 Approval of Change Order #1 from EJS Construction, Inc. for the HVAC and Electrical, Project 22-02L at Rio Real.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	5,719.93
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve Change Order #1 from EJS Construction, Inc. for the HVAC and Electrical, Project 22-02L at Rio Real.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for an increase in the scope of work for Project 22-02L to add a 231 linear feet of privacy screen, double sided faux ivy at each heat pump pad, a total of 5 locations.

[Change Order for Real from EJS.pdf \(501 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

November 17, 2022

Attn: Dr. Puglisi

Subject: Rio Real Elementary School

Re: Project 22-02L Rio Real HVAC & Electrical
EJS Construction, Inc.
Recommendation to Approve CO #1 to EJS Construction, Inc.

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

- 1) CO#1-EJS Construction, Inc: Privacy Screen, approximately 231 ft, double sided faux ivy at 5 locations at Rio Real Elementary School

\$5,719,93

Total CO #1	\$ 5,719,93
Previous Approved CO's	\$
Original Contract	\$ 1,503,000.00
Revised Contract	\$ 1,508,719.93

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

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

**CO 1
11-17-2022**

PROJECT NO: RSD 22-02L

CO NO: 1

PROJECT NAME: Rio Real HVAC & Electrical

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,503,000.00
Previously Approved Change Orders	\$ 0.00
This Change Order	\$ 5,719.93
Adjusted Contract Amount	\$ 1,508,719.93

TIME:

Original Contract Completion Date	September 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	90
Adjusted Contract Completion Date	December 2022

IT IS AGREED BY THE CONTRACTOR THAT THE AMMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

Contractor: EJS Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By  _____

Date _____

Date 11/18/22 _____

PCO to Contract
Rio Bid RSD #22-02L

Rio School District
 Project No RSD 22-02L
 Rio Real HVAC & ELECT.

CO #1
 11/17/2022

Original Contract \$ 1,503,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	EJS	Install a total of 231 linear ft of privacy screen, Double sided faux ivy at each Heat Pump pad, a total of 5 locations.	Requested by Principal to hide HVAC heat pumps, as it would look more asthetically pleasant for students, faculty, and visitors to the school.	\$5,719.93

Total CO #1	\$ 5,719.93
Previous Approved CO (NONE)	
Original Contract	<u>\$ 1,503,000.00</u>
Revised Contract	\$ 1,508,719.93

11.24



Agenda Item Details

Meeting	Dec 14, 2022 - RSD Annual Organization Board Meeting
Category	11. Consent
Subject	11.24 Approval of Change Order #2 with EJS Construction, Inc. for added scope of work at Rio Plaza, Project No. 22-01L.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	11,382.61
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve Change Order #2 with EJS Construction, Inc. for added scope of work at Rio Plaza, Project No. 22-01L.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order is for a 445 linear foot privacy screen, double sided faux ivy at each heat pump pad, for a total of 12 locations.

EJS Change Order.pdf (497 KB)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

November 17, 2022

Attn: Dr. Puglisi

Subject: Rio Plaza Elementary School

Re: Project 22-01L Rio Plaza HVAC & Electrical
EJS Construction, Inc.
Recommendation to Approve CO #2 to EJS Construction, Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #2 to EJS Construction, Inc. for **Added** & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

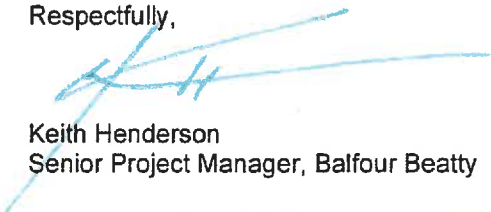
- 1) CO#2-EJS Construction, Inc. Privacy Screen, approximately 441 ft, double sided faux ivy at 5 locations at Rio Plaza Elementary School

\$11,382.61

Total CO #2	\$ 11,382.61
Previous Approved CO's	\$ 29,792.18
Original Contract	\$ 2,200,000.00
Revised Contract	\$ 2,241,174.79

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

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

**CO 2
11-17-2022**

PROJECT NO: RSD 22-01L

CO NO: 2

PROJECT NAME: Rio Plaza HVAC & Electrical

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 2,200,000.00
Previously Approved Change Orders	\$ 29,792.18
This Change Order	\$ 11,382.61
Adjusted Contract Amount	\$ 2,241,714.79

TIME:

Original Contract Completion Date	September 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	90
Adjusted Contract Completion Date	December 2022

IT IS AGREED BY THE CONTRACTOR THAT THE AMMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

Contractor: EJS Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 11/17/22

PCO to Contract
Rio Bid RSD #22-01L

Rio School District
 Project No RSD 22-01L
 Rio Plaza HVAC & ELECT.

CO #2
 11/17//2022

Original Contract \$ 2,200,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	EJS	Install a total of 445 linear ft of privacy screen, Double sided faux ivy at each Heat Pump pad, a total of 12 locations.	Requested by Principal to hide HVAC heat pumps, as it would look more asthetically pleasant for students, faculty, and visitors to the school.	\$11,382.61

Total CO #2	\$ 11,382.61
Previous Approved CO #1	\$29,792.18
Original Contract	<u>\$ 2,200,000.00</u>
Revised Contract	<u>\$ 2,241,174.79</u>

