



**SCHOOL**  

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**DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR  
BOARD MEETING**

**January 18, 2023**

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

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

**Board of Education  
Eleanor Torres, President  
Felix Eisenhower, D.M.A, Clerk  
Kristine Anderson  
Rosa Balderrama  
Alesia Martin**



2.0





**Wednesday, January 18, 2023**  
**RSD Regular Board Meeting**

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

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

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

**2. Approval of the Agenda**

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

**3. Public Comment-Closed Session**

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

**4. Closed Session**

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- 4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6015089
- 4.2 Consideration of Student Readmission (Education Code sections 35146) 6010351
- 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 and Superintendent's Mid Year Evaluation
- 4.5 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

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

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- 5.1 Report of Closed Session

**6. Public Hearing**

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6.1 Public Hearing Regarding Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.

**7. Communications**

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- 7.1 Acknowledgement of Correspondence to the Board
- 7.2 Board Member Reports



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

### 7.4 Superintendent Report

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

## **8. Information**

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### 8.1 Business Services Report

### 8.2 Educational Services Report

### 8.3 Human Resources Updates

## **9. Discussion/Action**

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9.1 Consideration of Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.

9.2 Consideration for Approval of a Water Allocation Agreement for 2600 and 3619 North Rose Properties with KMS Development, LLC, and Berkshire Investments, LLC, with delegation of authority to Superintendent to negotiate non-substantive changes to finalize agreement.

9.3 Approval of Resolution 22/23-14 Board of Trustees of the Rio Elementary School District Declaring the Results of the School Bond Election Held November 8, 2022, and Other Related Actions

9.4 Approval of Salary Schedule Adjustments

9.5 Approval of Merit System Election Protocols and Procedures

9.6 Approval of Job Description- School Based Mental Health Clinician

9.7 Approval of the School Calendar for the 23-24 and the 24-25 school year.

9.8 Award of Request for Proposal (RFP) for Copiers to Canon Solutions America, Inc.

9.9 Approval of the Contract with the University of Lapland

## **10. Consent**

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10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Annual Organization Meeting of December 14, 2022.

10.3 Ratification of the Commercial Warrant for December 1, 2022 through January 4, 2023

10.4 Approval of the January Personnel Report

10.5 Williams Quarterly Complaint Report

10.6 Contract with ATX Learning Group for Speech & Language Services

10.7 Contract with Pioneer Healthcare Services for Occupational Therapy Services

10.8 Approval of Proposal from KBZ Architects, Inc. for the Rio Del Valle Middle School Sports Fields, Phase 2

10.9 Approval of Change Order #2 from EJS Construction for the Rio Plaza Shade Structures, Project 22-06L





**11. Organizational Business**

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11.1 Future Items for Discussion

11.2 Future Meeting Dates: Regular Board Meeting, February 15, 2023

**12. Adjournment**

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12.1 Adjournment



4.1





**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6015089
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

**Administrative Content**

**Executive Content**











**Agenda Item Details**

Meeting Jan 18, 2023 - RSD Regular Board Meeting  
Category 4. Closed Session  
Subject 4.2 Consideration of Student Readmission (Education Code sections 35146) 6010351  
Access Public  
Type

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff will discuss the consideration of readmission of student 6010351.

**Administrative Content**

**Executive Content**









**Agenda Item Details**

Meeting Jan 18, 2023 - RSD Regular Board Meeting  
Category 4. Closed Session  
Subject 4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]  
Access Public  
Type Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

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

**Administrative Content**

**Executive Content**











**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023 and 2023/2024 and Superintendent's Mid Year Evaluation
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D.,

Rationale:

Closed session discussion.

**Administrative Content**

**Executive Content**









**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.5 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

**Administrative Content**

**Executive Content**



6.1







### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Public Hearing Regarding Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.
Access	Public
Type	Information

### Public Content

Speaker: Wael Saleh, Director of Business Services

#### Rationale:

The public hearing to receive public comment relative to the EIR and related school site selection standards associated with the proposed Project, in addition to those written comments received and considered by the District and Board as set forth in the Final EIR. Thereafter the Board will consider the adoption of Resolution #22/23-\_\_ (“Resolution”), which if approved will provide for the certification of the EIR for the Project, as well as the adoption of certain related documents, including a Mitigation Monitoring and Reporting Program (“MMRP”), Findings of Fact, and Statement of Overriding Considerations, along with approval of the Project based on such actions.

### Administrative Content

### Executive Content





# RIO SCHOOL DISTRICT

1800 Solar Drive, 3rd floor • Oxnard, CA 93030  
Tel. (805) 485-3111 • [www.rioschools.org](http://www.rioschools.org)

## NOTICE OF PUBLIC HEARING

Rio School District hereby gives notice that a public hearing will be held as follows:

### TOPIC OF HEARING:

The public hearing to receive public comment relative to the EIR and related school site selection standards associated with the proposed Project, in addition to those written comments received and considered by the District and Board as set forth in the Final EIR. Thereafter, the Board will consider the adoption of Resolution #22/23-\_\_\_ (“Resolution”), which if approved will provide for the certification of the EIR for the Project, as well as the adoption of certain related documents, including a Mitigation Monitoring and Reporting Program (“MMRP”), Findings of Fact, and Statement of Overriding Considerations, along with approval of the Project based on such actions.

### MEETING DETAILS:

**Date:** Wednesday, January 18, 2023

**Time:** 6:00 p.m.

**Location:** 1800 Solar Drive, 3rd floor • Oxnard, CA 93030 or you can attend via zoom at [rioschools.zoom.us/j/81494231821](https://rioschools.zoom.us/j/81494231821). **New Process for Making Public Comments:** We value your comments and have created several options to ensure your voice is heard.

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

**Phone:** If you are unable to email a public comment, please leave a phone message with your question or comment at (805) 485-3111 ext. 2102 prior to five (5:00 p.m.) on the day of the Board meeting.

**In-Person:** Members of the public can make their comment in-person at the Boardroom located at 1800 Solar Drive, 3rd floor, Oxnard, CA 93030. The maximum for any one speaker is three minutes. Due to seating configurations to meet social distancing guidelines **seating for the public is limited and based on CDC/CPH/VCPH guidelines**. Live video footage will be played in the overflow area right outside of the board room. **IMPORTANT:** Any individual attending the meeting **must follow CDC/CPH/VCPH County Public Health Guidelines and wear a mask. If you are displaying any symptoms of COVID-19 we ask that you please stay home and consult your health professional as to not expose others to the virus and instead submit your comment via email or voicemail per the instructions above. The Board assumes no liability for any health risks to members of the public who attend the Board meeting in-person. All individuals attending the meeting in-person do so at their own risk.**

### For additional information, contact:

Sonia Cervantez

Executive Assistant to the Superintendent

[scervantez@rioschools.org](mailto:scervantez@rioschools.org)

(805) 485-3111 ext. 2102



8.1





**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- Master Planning/Safety Update

**Administrative Content**

**Executive Content**





8.2





**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p>

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- School Site Improvement Science Plans Update

**Administrative Content**

**Executive Content**









**Agenda Item Details**

Meeting Jan 18, 2023 - RSD Regular Board Meeting  
Category 8. Information  
Subject 8.3 Human Resources Updates  
Access Public  
Type Information

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID/Attendance Update

**Administrative Content**

**Executive Content**





9.1





## Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Consideration of Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.
Access	Public
Type	Action
Recommended Action	Staff recommends approval of Consideration of Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.

## Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

### Rationale:

As the Board is aware, the District is in escrow to acquire 11.31-acres of real property located at or near 2600 N. Rose Avenue on a portion of Assessor Parcel No. 144-0-110-590 ("Property"), just south of the District's existing Rio del Valle Middle School ("RDV"). The District is acquiring the property for purposes of completing the Rio Del Valle Existing Campus Expansion Masterplan Project ("Project"), which includes over the next approximately 5 years the phased development within the expanded campus of: new classrooms, a library and media center, multi-purpose building, transportation and parking facilities, recreational facilities including 320-meter track, flag football field, six basketball courts, baseball field, softball field, physical education (P.E.) and lunch play field, four sand volleyball courts, two soccer fields, a jogging path, an athletic restroom/storage building, and up to ten tennis courts and/or pickleball courts. The Project is more fully described in the Final environmental impact report ("EIR").

The Board will first hold a public hearing to receive public comment relative to the EIR and related school site selection standards associated with the proposed Project, in addition to those written comments received and considered by the District and Board as set forth in the Final EIR. Thereafter, the Board will consider the adoption of Resolution #22/23-\_\_ ("Resolution"), which if approved will provide for the certification of the EIR for the Project, as well as the adoption of certain related documents, including a Mitigation Monitoring and Reporting Program ("MMRP"), Findings of Fact, and Statement of Overriding Considerations, along with approval of the Project based on such actions.

The Resolution makes certain other related findings relative to the Project, which are set forth within the Resolution, including findings relative to its acquisition of agricultural lands.

[Reso\\_ Rio SD\\_ Rio del Valle Expansion Project\\_ Certify EIR and Approve Project.pdf \(42 KB\)](#)

## Administrative Content



RIO SCHOOL DISTRICT

**RESOLUTION #22/23-16**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIO SCHOOL DISTRICT CERTIFYING THE FINAL  
ENVIRONMENTAL IMPACT REPORT; ADOPTING A  
MITIGATION MONITORING AND REPORTING  
PROGRAM, FINDINGS OF FACT, A STATEMENT OF  
OVERRIDING CONSIDERATIONS, AND OTHER  
WRITTEN FINDINGS PURSUANT TO THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT AND THE  
CALIFORNIA EDUCATION CODE FOR THE RIO DEL  
VALLE EXISTING CAMPUS EXPANSION MASTERPLAN  
PROJECT; APPROVING THE PROJECT; AND  
DELEGATING AUTHORITY TO STAFF TO PREPARE  
AND EXECUTE A NOTICE OF DETERMINATION**

**WHEREAS**, the Rio School District (“District”) has determined a need to expand the existing campus of its Rio del Valle Middle School (“RDV”) to meet the educational, recreational, and support facilities needs of District students and staff, as well as the community as a whole; and

**WHEREAS**, the District’s Board of Trustees (“Board”) desires and has taken other action to develop a master plan for improvements to RDV, including improvements to the existing campus and the development of approximately 11.31 acres to the south of the existing campus and expand on-site parking and construct on-site bus drop off area to mitigate existing on- and off-traffic impacts (hereinafter referred to as the “Project”); and

**WHEREAS**, the Project would include over the next approximately 5 years the phased development within the expanded campus of: new classrooms, a library and media center, multi-purpose building, transportation and parking facilities, recreational facilities including 320-meter track, flag football field, six basketball courts, baseball field, softball field, physical education (P.E.) and lunch play field, four sand volleyball courts, two soccer fields, a jogging path, an athletic restroom/storage building, and up to ten tennis courts and/or pickleball courts; and

**WHEREAS**, the Board of the District is acquiring, for the benefit of the project, approximately 11.31-acres, subject to final adjustments, of land identified as a portion of Ventura County Assessor Parcel No. (“APN”) 144-0-110-590, located at or near 2600 North Rose Avenue in Oxnard, California (“Project Site”); and

**WHEREAS**, the implementation of the Project constitutes a "project" as defined by the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) and the implementing Guidelines (14 California Code of Regulations section 15000 *et seq.*); the Act and the Guidelines are collectively referred to herein as "CEQA"; and



**WHEREAS**, pursuant to CEQA Guidelines section 15084(d), the District, acting as the lead agency as defined in Public Resources Code section 21067, retained an environmental consultant and thereby undertook the preparation of an Initial Study for the Project in accordance with the CEQA; and

**WHEREAS**, on the basis of recommendations included in the Initial Study, the District determined that an environmental impact report (the "Draft EIR") should be prepared for the Project pursuant to CEQA Guidelines sections 15064; and

**WHEREAS**, pursuant to CEQA Guidelines section 15082, a Notice of Preparation ("NOP") for the preparation of a Draft EIR for the Project was issued for a 30-day public review period on or about June 7, 2022, submitted to the California State Clearinghouse for distribution to potentially affected state agencies, mailed directly to applicable state and local agencies ("responsible agencies"), departments, and organizations, posted in the office of the Ventura County Clerk, and published in a local newspaper; and

**WHEREAS**, the District held a public scoping meeting on June 23, 2022, to solicit public comment and input regarding the appropriate scope and content of the EIR; and

**WHEREAS**, the District, acting as the lead agency as defined in Public Resources Code Section 21067, prepared an Environmental Impact Report ("EIR") (California State Clearinghouse Number 2022060117); and

**WHEREAS**, in October 2022, the District completed and released a Draft EIR for the Project, which is hereby incorporated herein by this reference, for a 45-day public review and comment period beginning on October 7, 2022, and ending on November 21, 2022; and

**WHEREAS**, in compliance with the CEQA, the District submitted copies of the Draft EIR and a Notice of Completion (NOC) to the California State Clearinghouse for distribution to potentially affected state agencies, submitted the Draft EIR directly to local agencies, and made copies of the Draft EIR available for review by interested persons at the District Office (1800 Solar Drive, 3rd Floor, Oxnard); and

**WHEREAS**, the District published a Notice of Availability (NOA) for the Draft EIR in the *Ventura County Star*, a local newspaper of general circulation, on October 7, 2022, and posted a copy of the notice at the Ventura County Clerk's office on the same date; and

**WHEREAS**, the District held a public meeting on November 3, 2022, at 6:30 p.m. at the District Office Board Room, to further solicit and receive public comments on the Project and the Draft EIR; and

**WHEREAS**, the Final EIR ("FEIR") is composed of the Draft EIR dated October 2022, including any exhibits and appendices thereto, the document dated January 2023 which includes the list of persons, organizations and public agencies that commented on the Draft EIR, the comments received, the responses to comments raised in the public review and comment





process, the revisions to the Draft EIR, and all exhibits and appendices thereto (for ease of reference the second volume dated January 2023 will be referred to herein as the "FEIR"); and

**WHEREAS**, the Project and Project site, as used herein, are more specifically defined and detailed within the FEIR, and that definition and detail is hereby incorporated herein by this reference; and

**WHEREAS**, in accordance with CEQA the District prepared full and complete responses to the comments submitted on the Draft EIR and provided these responses to commenting agencies on or before January 6, 2023; and

**WHEREAS**, the FEIR includes all written comments made in connection with the Draft EIR, including, but not limited to, those comments received from public agencies and those written comments received from members of the public, and the corresponding responses by the District to such comments; and

**WHEREAS**, the District made available a copy of the FEIR at the District Office (1800 Solar Drive, 3rd Floor, Oxnard), and online at <https://rioschools.org/rdv-campus-expansion-master-plan>; and

**WHEREAS**, in compliance with CEQA, and for the record, the District has prepared: (1) Findings of Fact for the Project, which identify potentially significant environmental effects associated with the Project and how those effects will be addressed ("Findings of Fact"); (2) a Mitigation Monitoring and Reporting Program ("MMRP"), which provides the structure for ensuring that all mitigation measures identified in the FEIR are implemented; and (3) CEQA Findings and Statement of Overriding Considerations ("Statement of Overriding Considerations") for impacts related to Agricultural Resources. The Findings of Fact, MMRP, and Statement of Overriding considerations are on-file with the District, and hereby incorporated herein by this reference ; and

**WHEREAS**, pursuant to CEQA Guidelines section 15086, the District has given notice to and consulted with responsible agencies, trustee agencies with resources affected by the Project, and other state, federal, and local agencies, including local planning authorities, which have jurisdiction by law with respect to the Project or which exercise authority over resources which may be affected by the Project; and

**WHEREAS**, pursuant to Education Code Section 17211, the District is required to evaluate potential school sites using site selection standards established by the State Department of Education pursuant to Education Code Section 17251(b) and California Code of regulations (CCR) Title 5 Section 14033; and

**WHEREAS**, the District further conducted a public hearing to evaluate the Project and Project Site pursuant to Education Code Section 17211 on January 18, 2023, and has considered all public comments received in regard to the Project and the Project Site and the District's selection of the Project Site; and



**WHEREAS**, the District has completely evaluated the Project Site pursuant to all applicable statutory requirements including the school site selection standards found in Title 5 Section 14010 *et seq.* of the California Code of Regulations; and

**WHEREAS**, the District consulted with the appropriate agencies, including the Department of Toxic Substance Control ("DTSC") and determined that the Project Site has not been identified by the Department of Health Services as a hazardous substance release site, is not a current or former hazardous waste disposal site, and does not contain one or more underground or aboveground pipelines carrying hazardous substances, acutely hazardous materials or hazardous waste, excepting natural gas lines that may be used to supply natural gas to the school site; and

**WHEREAS**, the District has also consulted with administering agencies with jurisdiction over the Project for the purpose of investigating the potential for hazardous or acutely hazardous air emissions within a one-quarter of a mile of the Project Site and has determined that while there are several facilities within the Oxnard Auto Center south of Collins Street within one-quarter mile of the proposed Project that might reasonably be anticipated to emit hazardous air emissions, or to handle hazardous or acutely hazardous materials, substance, or wastes as part of the auto services at the auto dealerships (e.g., changing oil, fluids, etc.), the health risks from such facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the school in light of restrictions placed on such operations by State and local government regulations that protect the public health and environment; and

**WHEREAS**, the Project Site is not located within 500 feet of the edge of the closest traffic lane of a freeway or other busy corridor as defined in Education Code Section 17213(c)(2)(C) that would create a health hazard or exposure to high level of pollutants; and

**WHEREAS**, the Project is not located within 1,500 feet of a railroad easement; and

**WHEREAS**, pursuant to Government Code section 53097.3 the School Site is physically located within the boundaries of the District; and

**WHEREAS**, Government Code section 53094 provides that a school district, by a vote of two-thirds of its Board of Education ("Board") members, may render city or county zoning ordinances inapplicable to a use of property by such school district when such use is for classroom facilities; and

**WHEREAS**, the Board is aware of and understands its obligations to independently review the FEIR and consider the information contained within the document before rendering any decisions relative to the Project; and

**WHEREAS**, the Board has received the FEIR, including, but not limited to, the Draft EIR and the related supporting documents; and

**WHEREAS**, the Board has read and considered all environmental documentation comprising the FEIR, its supporting sources, and comments received from state and local agencies and other



interested persons as well as considered all comments made by the public, whether oral or written; and

**WHEREAS**, the Board has reviewed the responses to the comments received from public agencies and interested persons, which are contained within the FEIR, and believes such responses adequately respond to the comments received; and

**WHEREAS**, the Board has determined that the FEIR is adequate, complete, has been prepared in accordance with CEQA, and has incorporated therein the mitigation measures described in the Draft EIR and the Mitigation Monitoring and Reporting Program; and

**WHEREAS**, the FEIR has been prepared in compliance with CEQA and reflects the District's independent judgment and analysis; and

**WHEREAS**, the FEIR has identified mitigation measures to reduce identified potentially significant impacts, where feasible, to a less-than-significant level. Those mitigation measures, and the manner in which compliance will be monitored, are shown in the MMRP prepared for the Project in conjunction with the FEIR; and

**WHEREAS**, CEQA requires the Board to balance the benefits of the proposed Project against its unavoidable environmental impacts when determining whether to approve the Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable" by the Board through the adopting of a Statement of Overriding Considerations; and

**WHEREAS**, the District has prepared, in conjunction with the FEIR, certain Findings of Fact and a Statement of Overriding Considerations. The Findings of Fact and Statement of Overriding Considerations identify potentially significant Project impacts which are summarized therein; and

**WHEREAS**, the District has balanced the interests of the public, including those of the District and those of the City of Oxnard, and has determined that the interests of the public are best served by the implementation of the Project at the School Site;

**WHEREAS**, the Project will result in community benefits which have been balanced against the unavoidable adverse effects, which support the adoption of the Statement of Overriding Considerations; and

**WHEREAS**, prior to taking action on the Project, the District has evaluated and considered all potentially significant effects on the environment, feasible project alternatives, and the MMRP, and has made the findings required by CEQA; and

**WHEREAS**, copies of all of the documents constituting the CEQA proceedings set forth herein, including, but not limited to, the FEIR, MMRP, Findings of Fact, and Statement of Overriding Considerations, are on file with the Business Services Department at the District's Office,



located on the 3rd Floor at 1800 Solar Drive, Oxnard, California 93030, and, as referenced throughout, are incorporated herein as if set forth in full.

**NOW, THEREFORE**, be it hereby resolved that:

1. The above recitals are true and correct, and are incorporated herein as findings of the Board by this reference.
2. In compliance with CEQA Guidelines Section 15090(a), the Board hereby certifies that (1) the FEIR was completed in compliance with CEQA; (2) the FEIR was presented to and considered by the Board; (3) the Board has reviewed and considered the information contained within the FEIR prior to approving the Project; and (4) the FEIR reflects the Board's independent judgment and analysis of the Project.
3. The Board hereby adopts the mitigation measures for the Project and the MMRP, and certifies the FEIR.
4. CEQA Guidelines Section 15091 provides that a public agency shall not approve or carry out a project if an EIR has been certified if significant environmental effects have been identified unless specified findings are made which include finding that: changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant environmental effects; and that specific considerations make mitigation measures or project alternative infeasible. As identified more fully in Section 3 of the Findings of Fact, the Board finds to the degree that any impacts described in the FEIR are perceived to have a less than significant effect on the environment or that such impacts appear ambiguous as to their effect on the environment as discussed in the Draft EIR, the District has responded to key environmental issues and has incorporated mitigation measures to reduce or minimize potential environmental effects of the proposed project to the maximum extent feasible. The Board adopts these Findings of Fact as though fully set forth herein and incorporates such Findings of Fact by reference;
5. CEQA Guidelines Section 15093 requires a public agency to adopt a Statement of Overriding Considerations to balance benefits against unavoidable adverse environmental effects. As shown by the FEIR, the Project will have unavoidable adverse effects for Agricultural Resources and a Statement of Overriding Considerations, setting forth the basis of the Board's conclusion that the benefits of the Project outweigh the unavoidable adverse environmental impacts, such that such adverse impacts may be considered acceptable within the meaning of CEQA, is included, and hereby adopted;
6. The Board finds that the public and interested government agencies have been afforded adequate notice and opportunity to comment on the Notice of Preparation of the Draft EIR, Draft EIR, FEIR, and the Project;
7. The Board finds that information contained in various reports, errata, and modifications made to the Draft EIR in response to comments and the evidence presented in written and oral testimony, do not represent significant new information so as to require recirculation of the





Draft EIR pursuant to CEQA Guidelines Section 15088.5 and that the changes either clarify or amplify existing information or make insignificant changes;

8. The District has conducted a public hearing to evaluate the Project Site, pursuant to Education Code Section 17211, and has considered all public comments received in regard to the Project Site and the Project.
9. The District evaluated the Project Site pursuant to all applicable statutory requirements including the school site selection standards found in Title 5, Section 14010 *et seq.*, of the California Code of Regulations.
10. The District consulted with the appropriate agencies and determined that the Project Site has not been identified by the Department of Health Services as a hazardous substance release site, and is not a current or former hazardous waste disposal site, and does not contain one or more underground or aboveground pipelines carrying hazardous substances, acutely hazardous materials, or hazardous waste, excepting natural gas lines which may be used to supply natural gas to the school site.
11. The District consulted with administering agencies with jurisdiction over the Project for the purpose of investigating the potential for hazardous or acutely hazardous air emissions within a one-quarter of a mile of the Project Site and has determined that while there are several facilities within the Oxnard Auto Center south of Collins Street within one-quarter mile of the proposed Project that might reasonably be anticipated to emit hazardous air emissions, or to handle hazardous or acutely hazardous materials, substance, or wastes as part of the auto services at the auto dealerships (e.g., changing oil, fluids, etc.), the health risks from such facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the school in light of restrictions placed on such operations by State and local government regulations that protect the public health and environment.
12. The Project Site is not located within 500 feet of the edge of the closest traffic lane of a freeway or other busy corridor as defined in Education Code Section 17213(c)(2)(C) that would create a health hazard or exposure to high level pollutants.
13. The Project Site is not within 1,500 feet of a railroad track easement.
14. The Board hereby finds that: (1) the District has consulted with the City of Oxnard relative to the acquisition of the Property; (2) the Property has been evaluated by the Board based on all factors affecting the public interest, including all of those set forth in the FEIR, and not limited to the cost of the land; and (3) the District will attempt to minimize any public health and safety issues resulting from neighboring agricultural uses that may affect students or employees at the Property.
15. The findings made in this Resolution are based upon the information and evidence set forth in the Draft EIR and FEIR and upon substantial evidence which has been presented in the record of these proceedings; the FEIR and all supporting material, which constitute a record



of these proceedings, will be kept at the District Office, located on the 3rd Floor of 1800 Solar Drive, Oxnard, CA 93030, under the control of the Assistant Superintendent of Business Services; and

16. The Board hereby approves the Project.

17. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to cause a Notice of Determination to be filed with the Ventura County Clerk and the California Office of Planning and Research ("State Clearinghouse"), and to take any other action reasonably necessary to effectuate the purpose of this Resolution.

**PASSED AND ADOPTED** by the Board of Trustees at a regular meeting held on the 18th day of January, 2023, by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

---

Ms. Eleanor Torres,  
President of the Board of Trustees









### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Consideration for Approval of a Water Allocation Agreement for 2600 and 3619 North Rose Properties with KMS Development, LLC, and Berkshire Investments, LLC, with delegation of authority to Superintendent to negotiate non-substantive changes to finalize agreement.
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the Water Allocation Agreement for 2600 and 3619 North Rose Properties with KMS Development, LLC and Berkshire Investments, LLC, with delegation of authority to Superintendent to negotiate non-substantive changes to finalize agreement.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

#### Rationale:

The District acquired from KMS Development, LLC, in 2021 certain real property located at or not 3619 N. Rose Avenue, and is in the process of acquiring property at 2600 N. Rose Avenue, both adjacent to the existing Rio Del Valley Middle School Site. Such properties are part of larger properties, which were historically used for agricultural purposes over the last century. As part of those acquisitions, the District is entitled to a pro-rata share of the underlying groundwater rights used to irrigate such lands.

In an attempt to quantify such entitlement, based on allocations provided by the Fox Canyon Groundwater Management Agency, the District has proposed an agreement with the seller, KMS Development, and its owner, Berkshire, to quantify, at least based on the FCGMA allocation, the District's groundwater entitlement. Such will assist with the District's efforts to annex the property into the City of Oxnard for purposes of utilizing water service, so that the District's allocation can be thereafter allocated to the City has an anticipated condition of water service.

Accordingly, before the Board is a Water Allocation Agreement to accomplish to aforementioned allocation, and document the District's pro-rata share of groundwater resources.

[Agmt\\_ RioSD\\_ Rose Properties\\_ Water Allocation Agreement.PDF \(4,832 KB\)](#)

### Administrative Content





RECORDING REQUESTED BY:  
Rio School District

AND WHEN RECORDED, MAIL TO:  
Rio School District  
Attn: Superintendent  
1800 Solar Drive, 3rd Floor  
Oxnard, CA 93030

APN: 144-0-110-590, -055, -225, -075, -080, and -090

Space above this line for Recorder's Use  
No recording fee per Govt Code 6103

**WATER ALLOCATION AGREEMENT  
BASED ON PRIOR AND PROPOSED PROPERTY TRANSFERS FOR THE  
NORTHERN AND SOUTHERN ROSE PROPERTIES**

**RIO SCHOOL DISTRICT AND BERKSHIRE INVESTMENTS, LLC**

This AGREEMENT ("Agreement") is hereby entered into between BERKSHIRE INVESTMENTS, LLC, a California limited liability company, on behalf of itself and KMS DEVELOPMENT, LLC, a Nevada limited liability company ("KMS"), of which Berkshire is the manager (hereinafter, collectively, "Berkshire"), and the RIO SCHOOL DISTRICT ("District"), a California public school district. The District and Berkshire may herein be referred to individually as "Party" and collectively as "Parties."

***Recitals***

- A. On or about August 13, 2021, the District acquired from Berkshire approximately 10-acres of real property, described and depicted in Exhibits A and B attached hereto (hereinafter, "Northern Rose"), with such acquisition the subject of a corrective deed recorded on December 6, 2021, as Ventura County Recorder Instrument No. 2021001981779.
- B. The District is currently in escrow with Berkshire to purchase an additional 11.31 acres of real property, described and depicted in Exhibits C and D attached hereto (hereinafter, "Southern Rose"), with such acquisition currently the subject of an environmental review and analysis being conducted by the Rio School District.
- C. Fox Canyon Groundwater Management Authority ("FCGMA") currently allocates 692.367 acre-feet of water per year ("AFY") to the following parcels of property identified as Ventura County Assessor Parcel Nos. 144-0-110-590 (22.19 acres), 144-0-110-055 (7.58 acres), 144-0-110-225 (92.53 acres), 144-0-110-075 (44.09 acres), 144-0-110-080 (44.10 acres), 144-0-110-090 (49.80 acres) and 144-0-110-295 (49.66 acres), for a total approximate acreage of 309.74 acres, which includes the Northern Rose and Southern Rose properties ("FCGMA Allocation").



- D. Berkshire owns 260.08 acres of property (collectively, "Berkshire Properties"). A depiction of the Berkshire Properties, inclusive of the Northern and Southern Rose properties sold or to be sold to the District, that have traditionally been served water from the FCGMA Allocation are attached hereto as Exhibit E.
- E. The FCGMA Allocation equals 2.235 acre-feet per acre.
- F. The Parties acknowledge that the District, in acquiring the overlying land rights to the Northern Rose and Southern Rose properties without a reservation of water rights to Berkshire (or its predecessors), likewise acquired or will acquire the right to the proportionate share of the overlying groundwater right for such properties only, which would be equal to approximately 6.88% percent (21.31 acres of the 309.74 total acreage) of the FCGMA Allocation.

### *Agreement*

**Section 1. Water Allocation.** The Parties agree that based on the proportionate shares of land ownership, the appropriate shares of the FCGMA Allocation are as follows:

(a) Northern Rose (10 acres): 22.350 AFY (3.23%)

(b) Southern Rose (11.31 acres): 25.278 AFY (3.65%)

Either Party shall have the right to transfer their water allocation to third-parties, including, but not limited to, governmental entities, at their sole discretion, and the District would contemplate that it will be required to do so as to its allocation as a condition of annexation of the Northern Rose and/or Southern Rose properties into the City of Oxnard.

**Section 2. FCGMA Transfer.** The Parties hereby agree that 22.350 AFY of the FCGMA Allocation shall be transferred to the District effective August 13, 2021 in connection with the Northern Rose Property, and 25.278 AFY of the FCGMA Allocation shall be transferred to the District effective as of the close of escrow of the District's purchase of the Southern Rose property. If for any reason, the District does not purchase the Southern Rose property, the share of FCGMA Allocation attributable to the Southern Rose property will not transfer to the District. The Parties shall cooperate and assist, as needed, in accomplishing such transfer, as may be reasonably required by FCGMA, the County of Ventura, the City of Oxnard, or any other agency with similar jurisdiction and/or responsibilities.

**Section 3. FCGMA Allocation Modifications.** The Parties acknowledge that, from time to time, FCGMA, the State Water Resources Control Board ("SWRCB"), the State of California ("State"), and some other agency with jurisdiction or asserted jurisdiction over the groundwater underlying the properties the subject of this Agreement may reduce the allocations due to drought, water shortage, or other existing or alleged conditions. In the event of such decrease, though nothing in this Agreement shall be deemed to constitute a waiver of either Parties' right to challenge or contest such reductions as to the agency calling for such reductions, the Parties agree that their respective shares of the FCGMA Allocation shall be reduced proportionately. Notwithstanding the foregoing, if any of the aforementioned allocation reductions are based not on acreage, but rather based on land use, then the reductions applied to



the properties herein shall instead be reduced based on such uses. By way of illustration, if a water conservation adjustment were made that applied a 10% reduction for agricultural uses, and a 20% reduction for school and institutional uses, then based on actual uses of the properties at the time of such reduction, the District's properties may experience a greater cutback than Berkshire's properties, consistent with the reductions imposed by the agency with jurisdiction.

**Section 4. Easement.** The Parties separately agree that the District shall convey to Berkshire an easement consistent with Exhibit F ("Easement"), attached hereto and incorporated herein by this reference, for the purposes of operating, maintaining, and accessing the existing water well located on the Southern Rose Property on the conditions set forth therein.

**Section 5. Notices.** Any notice provided for herein or otherwise required to be given hereunder shall be deemed received when personally served or three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile machine or electronic mail, with transmission and receipt confirmed, or by overnight delivery service, addressed as follows: (1) to Berkshire, shall be addressed to Bradley Hileman at 411 Walker Street, Watsonville, CA 95076, or if sent via e-mail: Brad.Hileman@berry.net; and (2) to DISTRICT, shall be addressed to Wael Saleh, Asst. Superintendent, Business Services, Rio School District, 1800 Solar Drive, 3rd Floor, Oxnard, California 93030, or if sent via e-mail: wsaleh@rioschools.org; with a courtesy copy to Dr. Joel Kirschenstein of Sage Realty Group at joel@sagerealtygroup.com. The person and the place to which notices are to be mailed may be changed by either Party by providing written notice of same to the other.

**Section 6. Legal Interpretation of Instrument.** This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire understanding between the Parties with respect to the use described herein, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof with regard to this right of use. This Agreement may not be changed except in writing executed by both Parties. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**Section 7. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Agreement. Original notarized signatures shall be required in order to permit recording of this Agreement.

**Section 8. Recitals.** The Recitals are incorporated into this Agreement as though fully set forth herein.

*Remainder of Page Left Intentionally Blank*



**Section 9. Authority.** Each person signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement on behalf of the Party for whom they are signing, and that the Agreement is a valid and legal agreement on such party and enforceable in accordance with its terms.

BERKSHIRE:

DISTRICT:

KMS DEVELOPMENT, LLC, a Nevada limited liability company

RIO ELEMENTARY SCHOOL DISTRICT

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Dr. John Puglisi, Superintendent

BERKSHIRE INVESTMENTS, LLC, a California limited liability company

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

Its: \_\_\_\_\_

*All Signatures Must Be Notarized*





**A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_ )            ss.

On \_\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_ (here insert name and title of the officer),  
personally appeared \_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



**A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_ )            ss.

On \_\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_ (here insert name and title of the officer),  
personally appeared \_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_ )            ss.

On \_\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_ (here insert name and title of the officer),  
personally appeared \_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



**EXHIBIT "A"**  
**NORTH CAMPUS EXPANSION AREA**

That portion of Lot 88 of the Rancho Santa Clara del Norte, County of Ventura, State of California, per map made by Geo. C. Power and recorded in Book 3, at Page 26 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follows:

**Beginning** at the most easterly corner of the land described in the Grant Deed to the Rio School District recorded on February 10, 1960 in Book 1828, at Page 203 of Official Records, in said Office, said corner being marked by a 1.5-inch Iron Pipe tagged "LS 5983" as shown on map filed on February 23, 2000 in Book 52, at Page 74 of Records of Survey, in said Office; thence, along the northeasterly line of said Grant Deed,

- 1st North 49°46'40" West, a distance of 1104.34 feet to the northwesterly line of said Lot 88, also being the center line of Rose Avenue; thence along said northwesterly line and said center line,
- 2nd North 24°28'02" East, a distance of 270.44 feet; thence at right angles,
- 3rd South 65°31'58" East, a distance of 1062.35 feet to the northeasterly prolongation of the southeasterly line of said Grant Deed; thence along said prolongation,
- 4th South 24°25'00" West, a distance of 570.29 feet to the **Point of Beginning**.

EXCEPT the interest in the northwesterly 40 feet of said land as conveyed to the County of Ventura, for public road purposes, by deed recorded on July 10, 1934 in Book 420, at Page 36 of Official Records, in said Office.

Contains: 10.00 Acres, more or less.

The above-described parcel of land is delineated on the attached Exhibit "B".

*William T. Hurdle*

William T. Hurdle  
PLS 5453

*10-25-2021*

Date

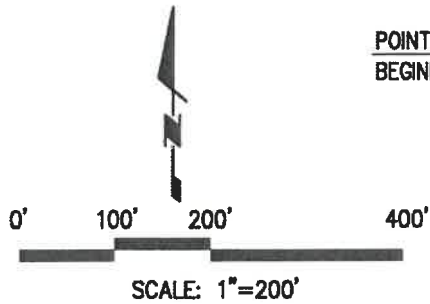
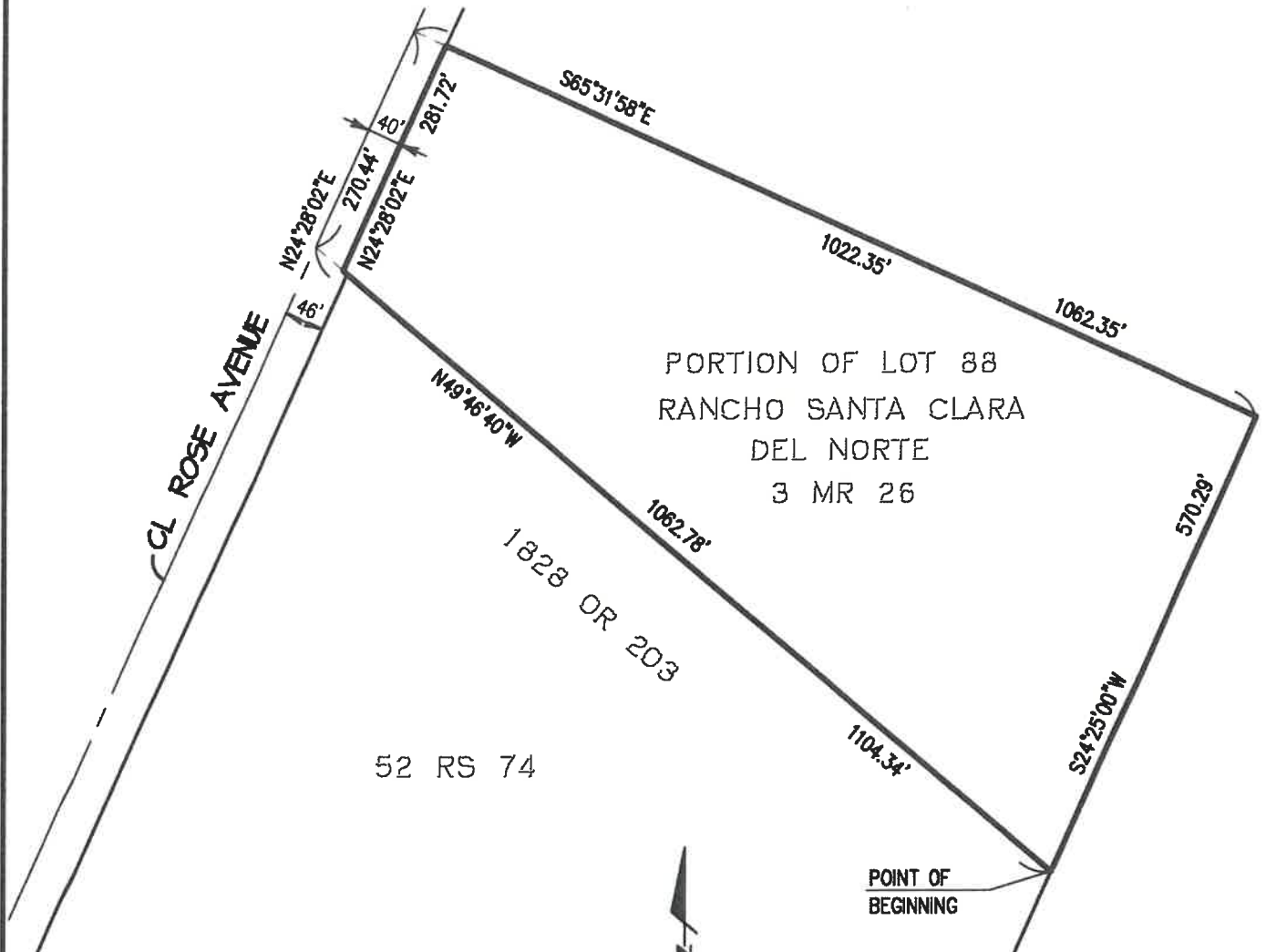






# EXHIBIT "B"

## NORTH CAMPUS EXPANSION AREA



**AREA**  
10.00 ACRES, MORE OR LESS

**LEGEND**  
 CL CENTERLINE  
 OR OFFICIAL RECORDS  
 RS RECORD OF SURVEY

*William T Hurdle* 10-25-2021  
 WILLIAM T. HURDLE DATE  
 PLS 5453





**EXHIBIT C**  
**SOUTH CAMPUS EXPANSION AREA**

Those portions of Lots 88 and 89 of the Rancho Santa Clara del Norte, County of Ventura, State of California, per map made by Geo. C. Power and recorded in Book 3, at Page 26 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follows:

**Beginning** at the most southerly corner of the land described in the Grant Deed to the Rio School District recorded on February 10, 1960 in Book 1828, at Page 198 of Official Records, in said Office, said corner being marked by a 1.5-inch Iron Pipe tagged "LS 5983" as shown on map filed on February 23, 2000 in Book 52, at Page 74 of Records of Survey, in said Office; thence, along the southwesterly line of said Grant Deed to Rio School District,

- 1st North 66°25'00" West, a distance of 1063.60 feet to the northwesterly line of said Lot 89, also being the center line of Rose Avenue; thence along said northwesterly line and said center line,
- 2nd South 24°28'02" West, a distance of 481.20 feet to the most westerly corner of the land described in the Grant Deed to Michael Vincent Doud recorded on February 27, 1953 in Book 1119, at Page 516 of Official Records, in said Office; thence along the southwesterly line of said Grant Deed to Doud,
- 3rd South 66°24'58" East, a distance of 1064.03 feet to the southwesterly prolongation of the southeasterly line of said Grant Deed to the Rio School District; thence along said prolongation,
- 4th North 24°25'00" East, a distance of 481.20 feet to the **Point of Beginning**.

EXCEPT the interest in the northwesterly 40 feet of said land as conveyed to the County of Ventura, for public road purposes, by deed recorded on July 10, 1934 in Book 420, at Page 43 of Official Records, in said Office.

ALSO subject to Easement Deed to County of Ventura for public road right-of-way and related purposes recorded on January 14, 2014 as Instrument No. 20140114-00004583 of Official Records, in said Office.

Contains: 11.31 Acres, more or less.

The above-described parcel of land is delineated on the attached Exhibit "B".



William T. Hurdle

William T. Hurdle  
PLS 5453

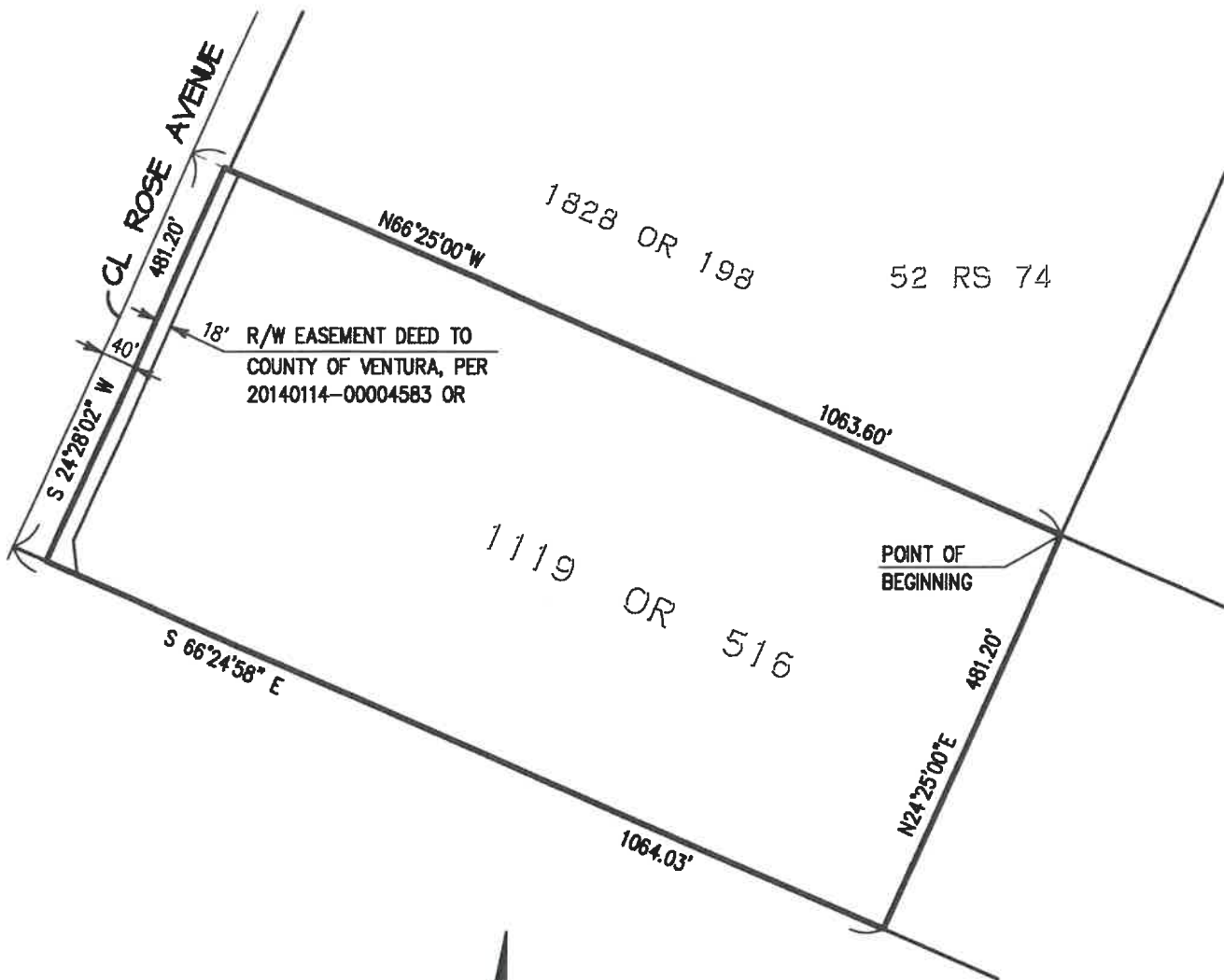
10-25-2021

Date





SOUTH CAMPUS EXPANSION AREA



18' R/W EASEMENT DEED TO  
 COUNTY OF VENTURA, PER  
 20140114-00004583 OR

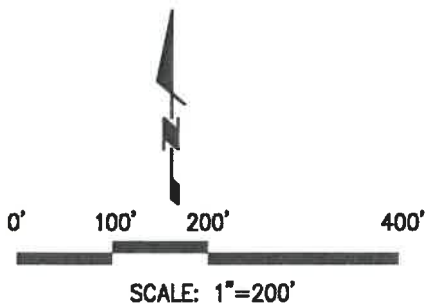
POINT OF  
 BEGINNING

**AREA**

11.31 ACRES, MORE OR LESS

**LEGEND**

- CL CENTERLINE
- OR OFFICIAL RECORDS
- RS RECORD OF SURVEY



*William T. Hurdle* 10-25-2021

WILLIAM T. HURDLE  
 PLS 5453

DATE







## EXHIBIT "E"

### DEPICTION OF BERKSHIRE PROPERTIES

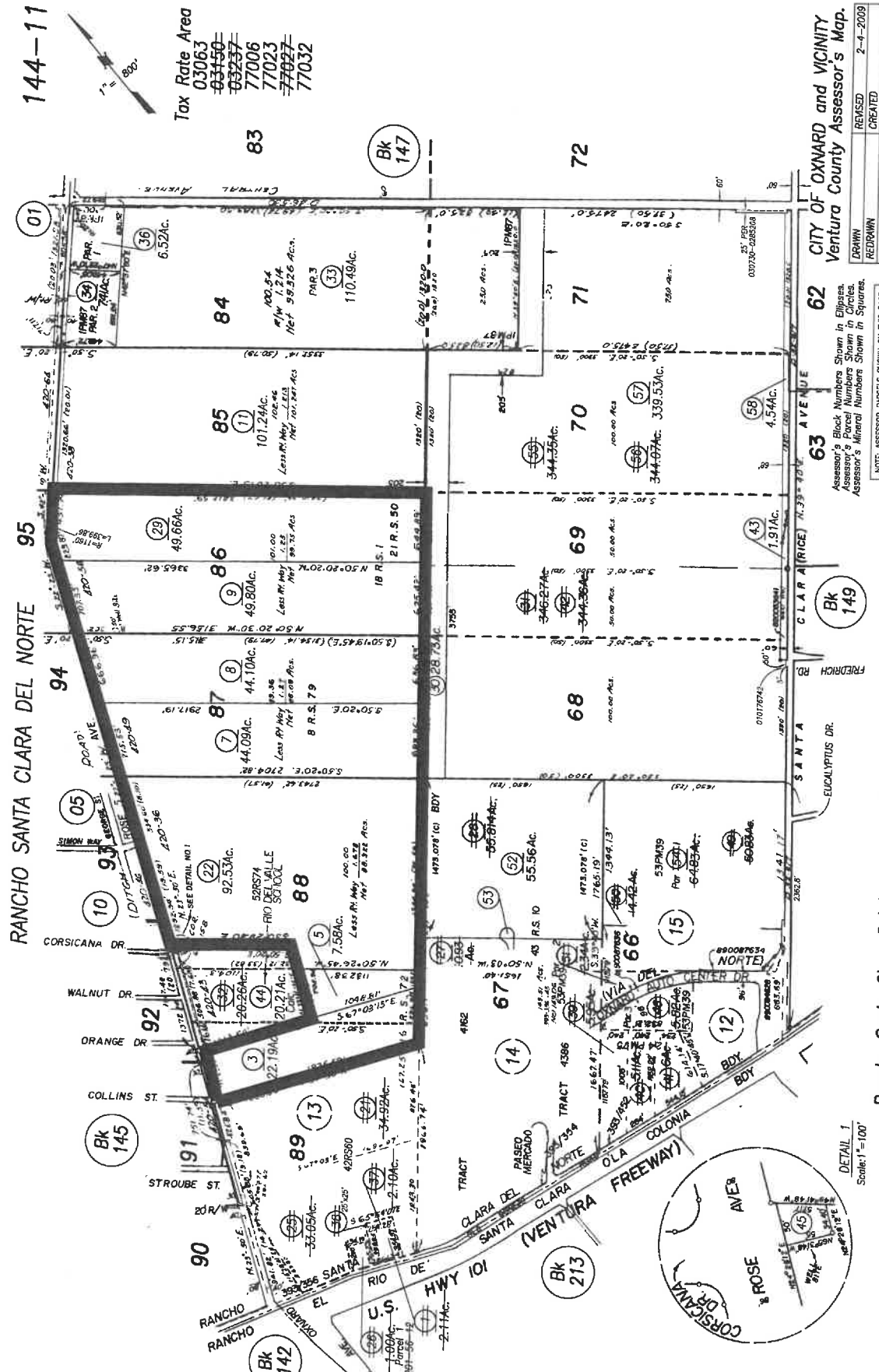




EXHIBIT "F" - PROPOSED EASEMENT

Recording Requested by and  
Return to:

Rio School District  
Attn: Superintendent  
1800 Solar Drive, 3rd Floor  
Oxnard, CA 93030

ASSESSOR'S PARCEL NO(S):

FREE RECORDING REQUESTED:  
Essential to Acquisition By  
Rio School District  
Government Code §§6103 & 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)  
  
Exempt from Documentary Transfer Tax per  
Revenue and Taxation Code §11922

GRANT OF EASEMENT  
FOR MAINTENANCE, OPERATION, ACCESS, AND USE OF WATER WELL

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the RIO SCHOOL DISTRICT, a California public school district formed and existing pursuant to the California Education Code ("District" herein), hereby grants and conveys to KMS DEVELOPMENT, LLC, and BERKSHIRE INVESTMENTS, LLC., as well as their successors and assigns (collectively, "KMS") a perpetual appurtenant easement ("Easement") and right-of-way for purposes of operating, accessing, maintaining, and repairing an existing water well and water pipeline located on the District's property acquiring from KMS for the benefit of the following properties: Ventura County Assessor Parcel Nos. 144-0-110-590, 144-0-110-055, 144-0-110-225, 144-0-110-075, 144-0-110-080, and 144-0-110-090, as those parcels existed in July 2022, but excluding any portions thereof transferred to the District.

This easement shall include, but not by way of limitation, the right to reconstruct, remove, replace, inspect, maintain, repair, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, in, over, under, upon, along, through and across the real property located in the unincorporated territory of the County of Ventura, State of California, as described in Exhibit "A" and depicted in Exhibit "B", which exhibits are attached hereto and made a part hereof (the "Easement Area"), as necessary in connection with the use, operation and maintenance of the water well and water pipeline and appurtenances lying within the Easement Area.

Subject to: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record or apparent.

A. Rights of District to Use Easement Area:

1. Rights of Use. Subject to the provisions of Paragraph A-2 below, it is understood and agreed that the easements and rights-of-way acquired herein are also acquired subject to the rights of the District to use the Easement Area for any purpose whatsoever to the extent that such use does not unreasonably interfere with the KMS' use of its easement. The District retains the rights which are not inconsistent with the easement. Such use by the District shall include, but not be limited to, the compatible use for streets, roadways, pipelines, fences, cuts, fills or other similar structures or other compatible improvements under, upon, over, and across the Easement Area. Except as to that portion of the Easement Area in which the water well is located, District shall have the right to use the Easement Area for purposes of constructing buildings, structures, block walls, and other such immovable or permanent fixtures, and if such later interferes with the ability of KMS to replace or repair its water pipeline, District shall cooperate with KMS to identify and provide an alternative easement for such pipeline to be constructed, at KMS's sole cost and expense.



2. Obligations To Repair Damage. KMS shall be responsible at its sole expense for restoring the ground surface to a condition reasonably consistent with its existing condition following any ground disturbance necessitated by its exercise of its easement rights set forth herein. KMS shall be responsible for returning the ground to grade following any work performed, and restoring the surface of the property to the same condition as existed before KMS undertook its repairs and/or activities within the Easement Area.

3. Construction and Activities in Easement Area. KMS acknowledges that any work performed in the Easement Area may be subject to the review and jurisdiction of the California Division of the State Architect ("DSA"), and will comply with any requirements imposed by DSA relative to any construction or activities in the Easement Area. Any construction in the Easement Area shall be subject to any and all laws applicable to construction work conducted on a school site, including, but not limited to, Education Code sections 45125.1 and 45125.2, as it may be amended from time to time. The District shall reasonably cooperate with KMS requests when necessary to comply with the requirements of this paragraph, provided the District shall incur no obligation to incur funds for the purpose of completing any required construction, unless through separate agreement with KMS.

4. Use and Operation of Water Well. This Easement shall include KMS' right to use and operate the water well for purposes of pumping groundwater. Notwithstanding this Easement, the District, and its successors-in-interest, if any, shall also be permitted to pump water from the well located within the Easement Area, subject to the requirements of Section 5 and 6 set forth herein.

5. Pump Logs. Both KMS and the District, to the extent they pump water from the well located within the Easement Area, shall maintain well logs documenting the amount of water they pump. To the extent necessary, each shall install their own calibrated meter for purposes determining pumped amounts, with such amounts reported to the other on an annual basis or as requested by the other party.

6. Shared Maintenance Costs. KMS and the District shall share in the costs to maintain the well, in a proportionate amount relative to the amount pumped by each over the three year period preceding any applicable maintenance or repairs, based on the well logs maintained pursuant to Section 5 of this Easement.

B. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of District and KMS. For purposes of this Easement, the "District" and "KMS" shall include not only those entities, respectively, but also any successors-in-interest to their respective real properties.

C. Termination or Expiration of Easement:

This Easement shall be perpetual, except notwithstanding such intention, this Easement shall terminate upon any of the following events: (1) written notice from KMS to the District that KMS no longer requires or desires to maintain the water well or pipeline within the Easement Area; (2) a requirement or determination by the City of Oxnard, County of Ventura, or State of California, or any agency or department thereof with jurisdiction over the Easement Area, that the water well and/or pipeline must be abandoned or transferred as a condition for the construction or operation school facilities on adjacent District-owned property and/or of accomplishing the annexation of District-owned property, including the Easement Area, into the City of Oxnard. In the event of such a determination by the City, County, or State, the District shall immediately notify KMS of such determination, and KMS shall be entitled to the opportunity, at its sole discretion and expense, to challenge such determination by the City, County, or State, in an effort to maintain KMS' access to the well. In the event of the termination and/or expiration of this Easement, KMS shall be responsible for removing any and all above-ground water well equipment from the Easement Area, and shall coordinate with the District as to whether any underground well equipment or water pipeline must be removed from the Easement Area or simply abandoned in place.



D. Rerouting of Pipeline:

At any time, if the District requires the relocation or rerouting of the water pipeline utilized to access the water well located within the Easement Area, KMS shall reroute its water pipeline, provided that the District grants an alternative easement for the new pipeline that connects to the water well. The first such relocation or rerouting shall be at the sole cost and expense of KMS. Any subsequent relocations, as evidenced by recorded easements for the alternative routing of the pipelines, shall be at the expense of the party requesting or desiring the relocation or rerouting.

IN WITNESS WHEREOF this Grant of Easement has been executed, and the terms contained herein agreed upon by the Parties, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

KMS:

KMS DEVELOPMENT, LLC, a Nevada  
limited liability company

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

Its: \_\_\_\_\_

BERKSHIRE INVESTMENTS, LLC, a  
California limited liability company

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

Its: \_\_\_\_\_

DISTRICT:

RIO ELEMENTARY SCHOOL DISTRICT

\_\_\_\_\_  
Dr. John Puglisi, Superintendent











### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval of Resolution 22/23-14 Board of Trustees of the Rio Elementary School District Declaring the Results of the School Bond Election Held November 8, 2022, and Other Related Actions
Access	Public
Type	Action
Budgeted	No
Recommended Action	Staff recommends approval of Resolution 22/23-14 of the Board of Trustees of the Rio Elementary School District Declaring the Results of the School Bond Election Held November 8, 2022, and Other Related Actions

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

#### Rationale:

The purpose of this resolution is to confirm the results of the Measure H general obligation bond election and enter the results in the minutes of the Board of Trustees, to authorize District staff to deliver the results and file reports with County officials, and to establish a citizens' bond oversight committee as required by law.

The Board of Trustees called a general obligation bond election, known as Measure H, pursuant to its Resolution No. 21/22-26, held on November 8, 2022. The Registrar of Voters of Ventura County (the "Registrar") canvassed the returns of the November 8, 2022 election, as required by law, and delivered to the Board a certificate of election results certifying that at least 55 percent of the votes cast on Measure H were in favor of issuing bonds.

In addition to declaring the results of the Measure H election and entering the results on the Board's minutes, this resolution requests the Ventura County Superintendent of Schools to send a copy of the election results to the Ventura County Board of Supervisors, in accordance with Education Code section 15274. Further, this resolution authorizes District staff to prepare and deliver a report on the election to the Ventura County Superintendent of Schools, in accordance with Education Code section 15111.

This resolution additionally establishes a Measure H Citizens' Bond Oversight Committee (the "Measure H Committee") as required by the California Education Code. Further, the resolution approves consolidation of the Measure H Committee with the existing Measure L Citizens' Bond Oversight Committee (the "Measure L Committee") and appoints the Measure L Committee members to also serve on the Measure H Committee.

Rio SD Resolution 222314 Declaring Election Results Measure H.pdf (138 KB)

### Administrative Content



**RESOLUTION NO. 22/23-14**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIO ELEMENTARY SCHOOL DISTRICT  
DECLARING THE RESULTS OF THE SCHOOL BOND ELECTION  
HELD NOVEMBER 8, 2022, AND OTHER RELATED ACTIONS**

**WHEREAS**, a general obligation school bond election (the “Election”) was held in the boundaries of the Rio Elementary School District (the “District”), Ventura County, State of California, on November 8, 2022, called under the authority of the District’s Resolution No. 21/22-26 (the “Election Resolution”), along with an order calling the Election, which was duly approved, passed, and adopted by the District’s Board of Trustees (the “Board”) on June 29, 2022;

**WHEREAS**, at the Election there was submitted to the electors of the District the measure of incurring a general obligation bonded indebtedness by the District as hereinafter set forth (“Measure H”);

**WHEREAS**, the Registrar of Voters of Ventura County (the “Registrar”) has now duly canvassed the returns of the Election, as required by law and the Board’s Election Resolution;

**WHEREAS**, the Registrar has also filed with this Board a statement of all votes cast at the Election showing the whole number of ballots cast, the whole number of votes cast in the District, and the whole number of votes cast for and against the measure in the District in each of the respective consolidated Election precincts therein;

**WHEREAS**, the Registrar has also filed, attached to the statement, a certificate as to the correctness of the statement;

**WHEREAS**, the Registrar has certified that the District’s bond measure was approved by at least fifty-five percent (55.0%) of those voters voting on the measure as required by Section 18(b) of Article XVI and Section 1 of Article XIII A of the California Constitution;

**WHEREAS**, by way of the Election Resolution and Sections 15278 et seq. of the California Education Code (the “Education Code”), the Board is required to establish a citizens’ oversight committee to ensure that the proceeds of the general obligation bonds authorized by Measure H (the “Bonds”) are expended only for the purposes set forth in the Election Resolution and Measure H approved by the voters;

**WHEREAS**, a citizens’ oversight committee was previously established on February 20, 2019, pursuant to Resolution No. 1819/14, to oversee the expenditure of bond proceeds authorized by Measure L (the “Measure L Committee”) approved by voters of the District at an election held on November 6, 2018;

**WHEREAS**, the Board now seeks to appoint a citizens’ oversight committee to oversee the expenditure of bond proceeds authorized by Measure H (the “Measure H Committee”).



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

**Section 1. Confirmation of Canvass.** The canvass by the Registrar, as shown by the statement of all votes cast and the certificate of the Registrar, in the form attached hereto as Exhibit A (the "Certificate of Election Results"), is hereby ratified, confirmed, approved and entered upon the minutes of this meeting of the District's Board.

**Section 2. Bond Measure.** At the Election, the following measure for incurring bonded indebtedness was submitted to the electors of the District:

MEASURE H: To improve the quality of educational facilities, upgrade, modernize, and renovate outdated classrooms, restrooms and facilities; make health, safety, and security improvements; upgrade technology; provide HVAC; and construct new classrooms and libraries, shall Rio Elementary School District's measure be adopted to authorize \$72,000,000 of bonds with legal rates, raising on average \$4,000,000 per year until repaid, at approximately 2.1¢ per \$100 assessed value, with annual audits, independent oversight, NO money for salaries, and all funds staying local?

**Section 3. Votes Cast.** The total number of ballots cast, the total number of votes cast in the District at the Election, and the total number of votes cast in each precinct, including votes cast by vote by mail voters of the District, for and against the measure, is shown on Exhibit A attached hereto.

**Section 4. Votes Cast By Vote By Mail Ballots.** Pursuant to the Certificate of Election Results, all votes cast by vote by mail ballots have been duly received and canvassed in the time, form, and manner as required by law.

**Section 5. Measure Passed.** At least fifty-five percent (55.0%) of all the votes cast at the Election on the measure were in favor of the measure, and the measure passed.

**Section 6. Certification of Proceedings.** This Board hereby authorizes the District Superintendent or the Assistant Superintendent of Business Services, for and in the name of this Board, to certify all proceedings had in the premises to the Board of Supervisors of Ventura County, in accordance with Section 15274 of the California Education Code.

**Section 7. Delivery of Certificate of Election Results.** The Superintendent of Schools of Ventura County (the "County Superintendent") is hereby requested to send a copy of the Certificate of Election Results to the Board of Supervisors of Ventura County, in accordance with Section 15274 of the California Education Code.

**Section 8. Report of Election.** This Board hereby authorizes the District Superintendent or the Assistant Superintendent of Business Services, for and in the name of this Board, to prepare and deliver the report concerning the Election that is required by Section 15111 of the California Education Code.





**Section 9. Establishment of Citizens' Oversight Committee.** The Measure H Committee, an independent citizens' oversight committee, is hereby established in compliance with the Education Code for the general purpose of ensuring that the proceeds of the Bonds authorized by Measure H are expended as set forth in the Election Resolution and for the further purpose of generally informing the public concerning the expenditure of Measure H Bonds.

**Section 10. Consolidation into One Citizens' Oversight Committee.** The Board hereby consolidates all existing citizens' oversight committees, namely the Measure L Committee and the newly formed Measure H Committee, into a single oversight committee (the "Consolidated Committee"), to oversee the expenditure of both Measure L and Measure H bond proceeds.

**Section 11. Committee Members.** The Board has requested that the current members of the Measure L Committee continue to serve on the Consolidated Committee to oversee the expenditure of both Measure L and Measure H bond proceeds. The current members of the Measure L Committee have agreed to serve on the Consolidated Committee to additionally oversee the expenditure of Measure H bond proceeds. As a result, the Board hereby appoints the Measure L Committee members, currently serving on the Measure L Committee as of the date of this Resolution, to serve as members of the Consolidated Committee overseeing both Measure L and Measure H bond proceeds.

**Section 12. Authorization of Further Acts.** The Superintendent and his authorized designees are hereby directed, individually and collectively, to do any and all things necessary or advisable in order to effectuate the purposes of this Resolution.

**APPROVED, PASSED, AND ADOPTED** by the following vote of the members of the Board of Trustees of the Rio Elementary School District, of Ventura County, State of California, this \_\_\_ day of January 2023:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of Trustees

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Trustees



**EXHIBIT A**

**Certificate of Results  
Registrar of Voters  
Ventura County**

**Statewide General Election  
November 8, 2022**

*[See attached]*



**OFFICIAL  
CERTIFICATE OF THE COUNTY CLERK  
(Elections Code Sections 15372 (a) and 10264)**

**Rio School District  
Bond Election  
Measure "H"**

**November 8, 2022**

State of California }  
County of Ventura } SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "H" for the Rio School District Bond Election consolidated with the General Election held on November 8, 2022.

I certify that the total ballots cast at the Rio School District Bond Election are as follows:

<u>VOTE CENTER BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
789	7,315	8,104

I further certify that the total votes cast on Measure "H" are as follows:

<u>MEASURE "H"</u>	<u>VOTE CENTER VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
YES	409	4,317	4,726
NO	319	2,524	2,843

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of December 2022.

  
 \_\_\_\_\_  
**MARK A. LUNN, CERA, REO**  
 Clerk-Recorder, Registrar of Voters  
 County of Ventura



9.4







**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approval of Salary Schedule Adjustments
Access	Public
Type	Action
Preferred Date	Jan 18, 2023
Absolute Date	Jan 18, 2023
Fiscal Impact	Yes
Dollar Amount	222,000.00
Budgeted	Yes
Budget Source	General Fund and COVID Funds
Recommended Action	The administration recommends approval of this item.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Due to recent and projected increases in the state minimum wage, the district and CSEA found it necessary to negotiate changes to the salary schedule to continue to meet the minimum wage requirements. The newly ratified salary schedule removes the lowest two ranges, provides a slight increase to the new starting range, equalizes discrepancies between ranges and steps, and moves all classified members one range to maintain the same proportions in pay.

Additionally, during the last full negotiations with CSEA, the two parties agreed to a slight adjustment to the vacation accrument for classified employees. As confidential employees are also classified, the district is requesting approval of changes to the confidential salary schedule to reflect the same compensation received by other classified members which includes the adjustment of the vacation accrual and matching of longevity to the CSEA agreement.

MOU Salary Adjustment CSEA 22\_23.pdf (81 KB)

CSEA MOU Salary Schedule 2022.23 revised.pdf (552 KB)

Confidential Salary 22-23 With Vacation Adjustment.pdf (70 KB)

**Administrative Content**



MEMORANDUM OF UNDERSTANDING  
 between the  
 CALIFORNIA SCHOOL EMPLOYEES AND ASSOCIATION  
 AND ITS RIO CHAPTER 329  
 And the  
 RIO SCHOOL DISTRICT

December 14, 2022

The following reflects the full and complete agreement of the California School Employees Association and its Rio Chapter #329 (hereinafter "Association") and the Rio School District (hereinafter "District") new bargaining unit salary placements for the following classifications.

In order to address the current concerns with the salary schedule due to changes in the state minimum wage and issues regarding inequities between steps and ranges the district proposes the following changes to be effective January 1, 2023

The classified salary schedule will be made proportional with a 5% between all steps and a 2.5% between every range.
All employees currently in range 18 will move to range 20. Step A of range 20 will be changed to meet the minimum wage requirement of \$15.50.
All other classifications will be moved up one range.

No unit member shall receive a loss of compensation upon implementation of this proposal.

Tentatively agreed to on the 14th of December, 2022. The increases will be effective January 1, 2023. This Memorandum of Understanding will become final and binding upon the parties with ratification by the membership of the Association (pursuant to Association Policy 610 if required by that policy) and adoption by the Rio School District Board of Trustees.

For the District:

Rebecca Rocha  
Veronica Pauschberger  
Jepul Salas  
Michaela Pritz  
Emi Invariant  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For CSEA:

[Signature]  
Lynette Kuchta  
[Signature]  
Alma Ramirez  
[Signature]  
[Signature]  
[Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_





**Classified Salary Schedule  
2022/2023**

<b>Business Services</b>	<b>Range</b>
Account Clerk I/ASB	30
Account Clerk II	32
Account Clerk III	34
Tech. Infrastructure & Learning Environment Support Technology	30
Technology Information Systems Support Technician	34
Warehouse Worker/Delivery Driver	37
Microcomputer Network Support Technician	39
Education Technology Network Support Specialist	42
Purchasing Assistant	43
System Network Technician	43
Senior Accounting Specialist	44
Network Systems Administrator	45

<b>Clerical</b>	<b>Range</b>
Clerk Typist I	21
Clerk Typist II	24
Clerk Typist II Bilingual/Bi-literate	25
Clerk Typist III	26
Receptionist/Clerk	26
Student & Family Support Specialist	27
District Translator	30
Parent, Student & Teacher Liason	30
Secretary	30
School Office Manager/Elementary	33
School Office Manager/Secondary	34
Student Data Systems Specialist	35
Data Analyst	35
Department Manager	39
Senior Student Information Systems Specialist	41

<b>Food Services</b>	<b>Range</b>
Food Service I	21
Food Service II	24
Food Service Delivery Driver	29
Food Service Manager	31

<b>Instructional</b>	<b>Range</b>
Library Clerk/Elementary	22
Library Clerk/Secondary	25
District Library Clerk	28
Instructional Assistant	29
After School Program Specialist	29
Instructional Assistant/Bilingual	30
Instructional Assistant/Special Ed	30
Instructional Specialist - Behavior	33
After School Program Site Coordinator	33
Speech & Language Pathology Assistant	41
Social Emotional Behavior Intervention Specialist	51
Occupational Therapist	52



<b>Maintenance, Operations &amp; Transportation</b>	<b>Range</b>
Custodian	30
Grounds Worker I	30
Bus Driver	31
Bus Driver/Custodian	32
Bus Driver Trainer	33
Maintenance Worker I	33
Bus Driver/Delivery Driver	34
Bus Driver/Maintenance	34
Maintenance Worker II	36
Lead Bus Driver/Utility Person	36
Lead Bus Driver/Instructor	38
Lead Bus Driver/Maintenance	41
Maintenance Worker III/Electrician	41
Maintenance Worker III/HVAC/Plumber	41
Maintenance Worker III/Locksmith	41
Maintenance Worker III/Technology	41
Vehicle & Equipment Mechanic/Maintenance	41
Lead Maintenance Worker	42
<b>Service Worker</b>	
Campus Supervision Assistant	20
School Campus Supervisor	23
<b>NON-REPRESENTED</b>	
Childcare	\$15.50
AVID Tutor	\$15.50







RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
20	2,687 15.50	2,821 16.28	2,962 17.09	3,111 17.95	3,266 18.84	3331.32 19.22	3396.64 19.60	3461.96 19.97	3592.60 20.73	3657.92 21.10	3690.58 21.29	3723.24 21.48
21	2,754 15.89	2,892 16.68	3,036 17.52	3,188 18.39	3,347 19.31	3413.94 19.70	3480.88 20.08	3547.82 20.47	3681.70 21.24	3748.64 21.63	3782.11 21.82	3815.58 22.01
22	2,823 16.29	2,964 17.10	3,112 17.95	3,267 18.85	3,430 19.79	3498.60 20.18	3567.20 20.58	3635.80 20.98	3773.00 21.77	3841.60 22.16	3875.90 22.36	3910.20 22.56
23	2,893 16.69	3,038 17.53	3,190 18.40	3,349 19.32	3,517 20.29	3587.34 20.70	3657.68 21.10	3728.02 21.51	3868.70 22.32	3939.04 22.73	3974.21 22.93	4009.38 23.13
24	2,966 17.11	3,114 17.97	3,270 18.87	3,433 19.81	3,605 20.80	3677.10 21.21	3749.20 21.63	3821.30 22.05	3965.50 22.88	4037.60 23.29	4073.65 23.50	4109.70 23.71
25	3,040 17.54	3,192 18.42	3,351 19.33	3,519 20.30	3,695 21.32	3768.90 21.74	3842.80 22.17	3916.70 22.60	4064.50 23.45	4138.40 23.88	4175.35 24.09	4212.30 24.30
26	3,116 17.98	3,271 18.87	3,435 19.82	3,607 20.81	3,787 21.85	3862.74 22.29	3938.48 22.72	4014.22 23.16	4165.70 24.03	4241.44 24.47	4279.31 24.69	4317.18 24.91
27	3,194 18.43	3,353 19.34	3,521 20.31	3,697 21.33	3,882 22.40	3959.64 22.84	4037.28 23.29	4114.92 23.74	4270.20 24.64	4347.84 25.08	4386.66 25.31	4425.48 25.53
28	3,273 18.88	3,437 19.83	3,609 20.82	3,789 21.86	3,979 22.96	4058.58 23.42	4138.16 23.87	4217.74 24.33	4376.90 25.25	4456.48 25.71	4496.27 25.94	4536.06 26.17
29	3,331 19.22	3,504 20.22	3,678 21.22	3,853 22.23	4,052 23.38	4133.04 23.84	4214.08 24.31	4295.12 24.78	4457.20 25.72	4538.24 26.18	4578.76 26.42	4619.28 26.65
30	3,439 19.84	3,611 20.83	3,792 21.88	3,981 22.97	4,180 24.12	4263.60 24.60	4347.20 25.08	4430.80 25.56	4598.00 26.53	4681.60 27.01	4723.40 27.25	4765.20 27.49
31	3,525 20.34	3,701 21.35	3,886 22.42	4,081 23.54	4,285 24.72	4370.70 25.22	4456.40 25.71	4542.10 26.20	4713.50 27.19	4799.20 27.69	4842.05 27.94	4884.90 28.18
32	3,613 20.84	3,794 21.89	3,984 22.99	4,183 24.13	4,392 25.34	4479.84 25.85	4567.68 26.35	4655.52 26.86	4831.20 27.87	4919.04 28.38	4962.96 28.63	5006.88 28.89
33	3,704 21.37	3,889 22.44	4,083 23.56	4,287 24.73	4,502 25.97	4592.04 26.49	4682.08 27.01	4772.12 27.53	4952.20 28.57	5042.24 29.09	5087.26 29.35	5132.28 29.61
34	3,796 21.90	3,986 23.00	4,185 24.14	4,395 25.36	4,614 26.62	4706.28 27.15	4798.56 27.68	4890.84 28.22	5075.40 29.28	5167.68 29.81	5213.82 30.08	5259.96 30.35
35	3,891 22.45	4,086 23.57	4,290 24.75	4,504 25.99	4,730 27.29	4824.60 27.83	4919.20 28.38	5013.80 28.93	5203.00 30.02	5297.60 30.56	5344.90 30.84	5392.20 31.11
36	3,988 23.01	4,188 24.16	4,397 25.37	4,617 26.64	4,848 27.97	4944.96 28.53	5041.92 29.09	5138.88 29.65	5332.80 30.77	5429.76 31.33	5478.24 31.61	5526.72 31.89





RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs	10-13	14-17	18-21	22-25	26-29	30+
						2%	4%	6%	10%	12%	13%	14%
37	4,088	4,292	4,507	4,732	4,969	5068.38	5167.76	5267.14	5465.90	5565.28	5614.97	5664.66
	23.59	24.76	26.00	27.30	28.67	29.24	29.81	30.39	31.53	32.11	32.39	32.68
38	4,190	4,400	4,620	4,851	5,093	5194.86	5296.72	5398.58	5602.30	5704.16	5755.09	5806.02
	24.17	25.39	26.65	27.99	29.38	29.97	30.56	31.15	32.32	32.91	33.20	33.50
39	4,295	4,510	4,735	4,972	5,221	5325.42	5429.84	5534.26	5743.10	5847.52	5899.73	5951.94
	24.78	26.02	27.32	28.69	30.12	30.72	31.33	31.93	33.13	33.74	34.04	34.34
40	4,402	4,623	4,854	5,096	5,351	5458.02	5565.04	5672.06	5886.10	5993.12	6046.63	6100.14
	25.40	26.67	28.00	29.40	30.87	31.49	32.11	32.72	33.96	34.58	34.89	35.19
41	4,512	4,738	4,975	5,224	5,485	5594.70	5704.40	5814.10	6033.50	6143.20	6198.05	6252.90
	26.03	27.34	28.70	30.14	31.64	32.28	32.91	33.54	34.81	35.44	35.76	36.08
42	4,625	4,857	5,099	5,354	5,622	5734.44	5846.88	5959.32	6184.20	6296.64	6352.86	6409.08
	26.68	28.02	29.42	30.89	32.44	33.08	33.73	34.38	35.68	36.33	36.65	36.98
43	4,741	4,978	5,227	5,488	5,763	5878.26	5993.52	6108.78	6339.30	6454.56	6512.19	6569.82
	27.35	28.72	30.16	31.66	33.25	33.91	34.58	35.24	36.57	37.24	37.57	37.90
44	4,859	5,102	5,358	5,625	5,907	6025.14	6143.28	6261.42	6497.70	6615.84	6674.91	6733.98
	28.03	29.44	30.91	32.45	34.08	34.76	35.44	36.12	37.49	38.17	38.51	38.85
45	4,981	5,230	5,491	5,766	6,054	6175.08	6296.16	6417.24	6659.40	6780.48	6841.02	6901.56
	28.74	30.17	31.68	33.27	34.93	35.63	36.32	37.02	38.42	39.12	39.47	39.82
46	5,105	5,361	5,629	5,910	6,206	6330.12	6454.24	6578.36	6826.60	6950.72	7012.78	7074.84
	29.45	30.93	32.48	34.10	35.80	36.52	37.24	37.95	39.38	40.10	40.46	40.82
47	5,233	5,495	5,770	6,058	6,361	6488.22	6615.44	6742.66	6997.10	7124.32	7187.93	7251.54
	30.19	31.70	33.29	34.95	36.70	37.43	38.17	38.90	40.37	41.10	41.47	41.84
48	5,364	5,632	5,914	6,210	6,520	6650.40	6780.80	6911.20	7172.00	7302.40	7367.60	7432.80
	30.95	32.49	34.12	35.83	37.62	38.37	39.12	39.87	41.38	42.13	42.51	42.88
49	5,498	5,773	6,062	6,365	6,683	6816.66	6950.32	7083.98	7351.30	7484.96	7551.79	7618.62
	31.72	33.31	34.97	36.72	38.56	39.33	40.10	40.87	42.41	43.18	43.57	43.95
50	5,635	5,917	6,213	6,524	6,850	6987.00	7124.00	7261.00	7535.00	7672.00	7740.50	7809.00
	32.51	34.14	35.84	37.64	39.52	40.31	41.10	41.89	43.47	44.26	44.66	45.05
51	5,776	6,065	6,368	6,687	7,021	7161.42	7301.84	7442.26	7723.10	7863.52	7933.73	8003.94
	33.32	34.99	36.74	38.58	40.51	41.32	42.13	42.94	44.56	45.37	45.77	46.18
52	5,921	6,217	6,528	6,855	7,197	7340.94	7484.88	7628.82	7916.70	8060.64	8132.61	8204.58
	34.16	35.87	37.66	39.55	41.52	42.35	43.18	44.01	45.67	46.50	46.92	47.34





RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs	10-13	14-17	18-21	22-25	26-29	30+
						2%	4%	6%	10%	12%	13%	14%
53	6,069	6,372	6,691	7,025	7,377	7524.54	7672.08	7819.62	8114.70	8262.24	8336.01	8409.78
	35.01	36.76	38.60	40.53	42.56	43.41	44.26	45.11	46.82	47.67	48.09	48.52
54	6,220	6,532	6,858	7,201	7,561	7712.22	7863.44	8014.66	8317.10	8468.32	8543.93	8619.54
	35.89	37.69	39.57	41.55	43.62	44.49	45.37	46.24	47.98	48.86	49.29	49.73
55	6,376	6,695	7,030	7,381	7,750	7905.00	8060.00	8215.00	8525.00	8680.00	8757.50	8835.00
	36.79	38.63	40.56	42.58	44.71	45.61	46.50	47.40	49.18	50.08	50.53	50.97
56	6,535	6,862	7,205	7,566	7,944	8102.88	8261.76	8420.64	8738.40	8897.28	8976.72	9056.16
	37.70	39.59	41.57	43.65	45.83	46.75	47.66	48.58	50.41	51.33	51.79	52.25
57	6,699	7,034	7,385	7,755	8,142	8304.84	8467.68	8630.52	8956.20	9119.04	9200.46	9281.88
	38.65	40.58	42.61	44.74	46.97	47.91	48.85	49.79	51.67	52.61	53.08	53.55
58	6,866	7,210	7,570	7,949	8,346	8512.92	8679.84	8846.76	9180.60	9347.52	9430.98	9514.44
	39.61	41.60	43.67	45.86	48.15	49.11	50.08	51.04	52.97	53.93	54.41	54.89
59	7,038	7,390	7,759	8,147	8,555	8726.10	8897.20	9068.30	9410.50	9581.60	9667.15	9752.70
	40.60	42.64	44.76	47.00	49.36	50.34	51.33	52.32	54.29	55.28	55.77	56.27

Anniversary Increments

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

Vacation

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

MOU Salary Adjustment

Effective 1-1-23 (Upon Ratification)

Pending Board Approval





**RIO SCHOOL DISTRICT**  
**Confidential Salary Schedule**  
**2022-2023**

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

**Longevity:**

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

**Professional Growth Stipend/Professional Program:**

In accordance with California School Employees Association bargaining unit agreement

**Vacation:**

2 paid vacation days per month

**Paid Holidays:**

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

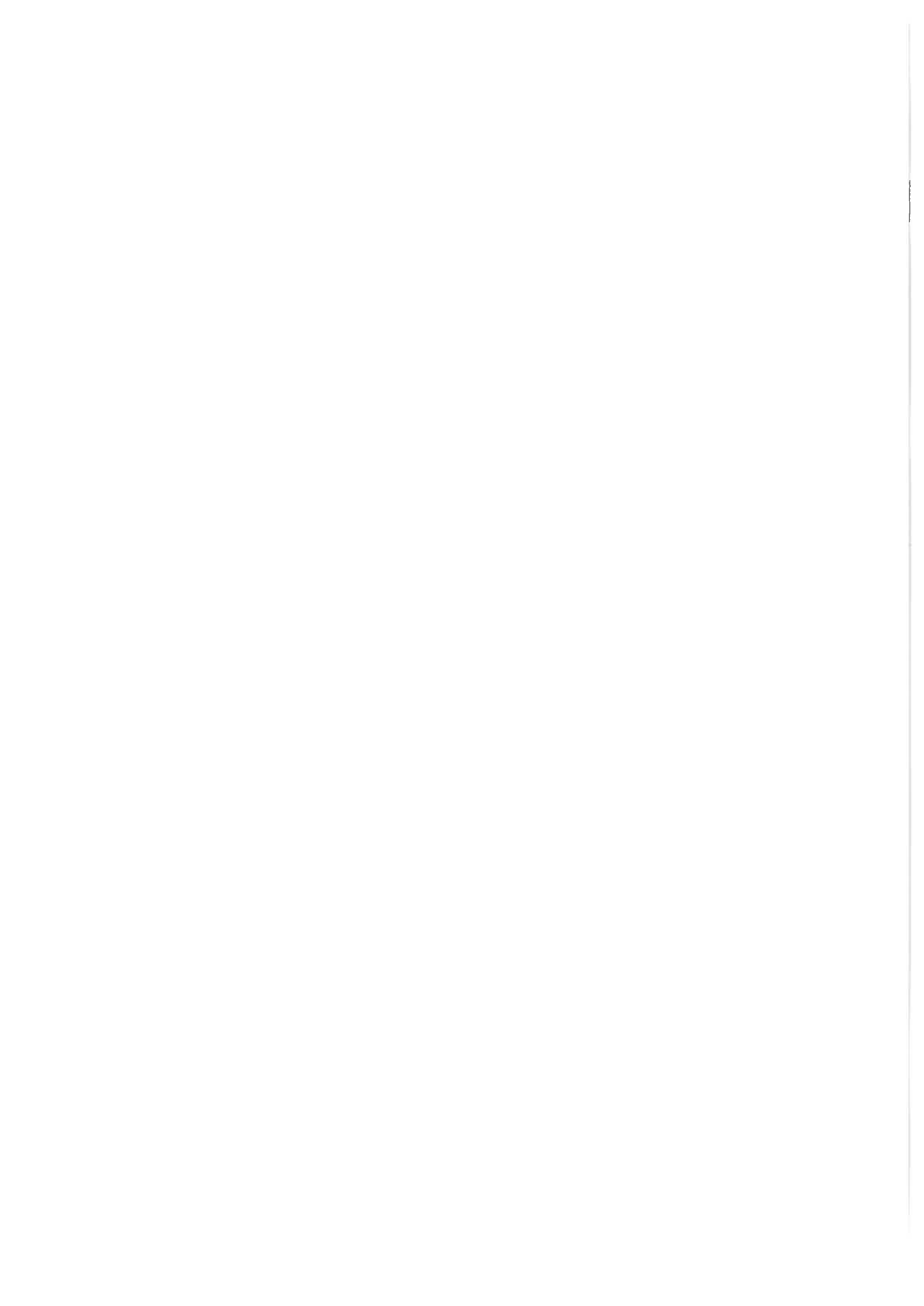
Effective 7-1-2022: 5% salary increase

Pending Board Approval.





9.5





**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Approval of Merit System Election Protocols and Procedures
Access	Public
Type	Action
Preferred Date	Jan 18, 2023
Absolute Date	Jan 18, 2023
Fiscal Impact	No
Recommended Action	Administration recommends approval at this time.

**Public Content**

Speaker: Rebeca Rocha, Director of Human Resources

Rationale: Under AB 289, the district's governing board must devise an identification system to ensure against fraud in the balloting process and forming a tabulation committee. The attached Merit System Election Procedures have been discussed between the district and CSEA and are being brought forward for approval from the board to ensure a fair and impartial vote on the merit system that was petitioned by CSEA at the October 19, 2022 board meeting.

Merit System Election Procedures - RIO January, 2023.docx (1).pdf (104 KB)

**Administrative Content**

**Executive Content**



# Rio School District

## Merit System Election Procedures

*January 9, 2022*

Upon receipt of a petition submitted to the Board of Trustees on October 19, 2022, signed by at least 15 percent of the members of the classified service, the Rio School District has called for election, the question of whether or not the merit system shall become applicable to the district.

Pursuant to Education Code section 45221(b)(3),

Although the ballot shall not require the employees' signatures or other personal identifying requirements, the governing board shall devise an identification system designed to ensure against fraud in the balloting process.

The pool of eligible voters in this election shall be "classified employees," which Education Codes section 45221(a) defines as all personnel who are part of the classified service as defined in Education Code section 45221(a).

### **Identification Procedures:**

1. Each District school site or worksite where classified employees regularly report for duty shall prepare a list of all currently employed classified employees who work at that site, including any employee who is on leave. Classified employees who report for duty at multiple sites shall be eligible to vote at their first assigned work location on the day of the election. The District Office shall prepare a list of classified employees who regularly report for duty at the District Office, and that list shall also include all District classified employees who report for duty at multiple school sites. If a classified employee who reports to duty at multiple sites reports to vote at a site other than their first assigned work location per the prepared lists, the principal, assistant principal, or certificated administrator responsible for monitoring voting (polling station monitor) shall contact the District Human Resources Office to confirm that the employee has not voted at another site. The District Human Resources Office will confirm the employee has not voted at their first work location, per the prepared lists, and direct that location to strike the name from the prepared list. With authorization of the District Human Resources Office, the employee shall then be added to and sign the list at the other site and be permitted to vote. The lists to be prepared in accordance with this paragraph shall include a line next to each employee's name for the employee to sign his or her name:

Example:                      Jane Smith \_\_\_\_\_

   John Smith \_\_\_\_\_

2. When an employee arrives at a voting station to vote, he or she shall provide photo identification to the polling station monitor. The polling station monitor shall review the photo identification to ensure the person's name appears on the list of employees at that worksite. Upon verification of the employee's identification and worksite, the employee shall sign next to their name on the list and shall be given a ballot and a sealable envelope. The polling station monitor



shall check to ensure the employee has not already signed the list. If a signature appears next to an employee's name, the employee shall not be given a ballot and the polling station monitor shall contact the District Human Resources Office for direction.

**Voting Procedures:**

1. An election to determine whether the merit system shall be applicable in the Rio School District shall be held on February 8, 2023. Voting hours shall be from 7:30 a.m. to 4:30 p.m., with the exception of Maintenance, Operations, and Transportation which shall be open from 6:00 a.m. to 4:30 p.m. Polls shall close promptly at 4:30 p.m., and no voting shall take place thereafter.

2. Polling stations shall be established at each worksite where classified employees regularly report for duty.

3. Site principals shall oversee the voting process at each school site. Principals, assistant principals, and certificated administrators from the District Office shall serve as monitors at each polling station. A principal, assistant principal, or certificated administrator shall be stationed at each polling station at all times during voting hours on the day of the election. Additionally, a classified employee designated by CSEA shall be permitted to oversee the voting process along with the designated administrator.

4. At least one private polling station shall be established inside or just outside the site administrator's office or the office of the certificated administrator responsible for monitoring voting at the District Office or other worksites. The private polling stations shall contain barriers providing privacy on three sides so the voter is able to access the polling station from the front. Only one classified employee shall have access to a private polling station at a time.

5. Ballots shall be prepared by the District on specialty paper with a unique mark identifying it as an official ballot and distributed to each school site. The ballot distributed to each school site and given to eligible voters shall read:

“Shall the merit (civil service) system for classified employees be applicable in the Rio School District?”

\_\_\_\_\_ Yes      \_\_\_\_\_ No

6. Upon verification of the employee's identification and worksite, the employee shall be given a ballot and a sealable envelope. Once the employee has voted, the employee shall seal the ballot and deposit his or her ballot in the sealed ballot box under the observation of the polling station monitor.

7. No employee shall be allowed to leave the room where the ballot box and private polling stations are located while in possession of a ballot. If an employee leaves the room where the ballot box and private polling stations are located while in possession of a ballot, the polling station monitor shall strike that employee's name from the list and the employee's ballot shall not be allowed to be placed in the ballot box. The decision regarding whether these procedures have been violated is left to the discretion of the highest ranking certificated administrator who observes the alleged violation.





8. Ballot boxes shall be constructed from cardboard/corrugated white ballot boxes sealed with red colored tape so the box top cannot be removed. A deposit point wide enough to insert a ballot shall be cut in the top of the ballot box. The ballot boxes shall be clearly marked on the sides of the box and the top of the box with the name of the school site or worksite in which the ballot box is located. The deposit point of the empty ballot box shall be sealed with red colored tape before the election when delivered to each school site or worksite. When polls open at 7:30 a.m., the certificated administrator responsible for monitoring the election at the school site or worksite shall remove the red colored tape and allow access to the deposit point.

9. When the voting closes at 4:30 p.m., employees currently in the room waiting to vote shall be allowed to complete their votes. When the polling stations close, the polling station monitors shall place the list of names that includes the signatures of the voters inside the ballot box and immediately seal the deposit point of the ballot boxes by placing blue colored tape over the entire opening of the deposit point. The principal/assistant principal/certificated administrator shall then deliver sealed ballot boxes to the District Office by 5:00 p.m. that day. Tabulation of votes shall begin immediately thereafter.

**Process for “Canvassing” the Votes and Counting the Votes:**

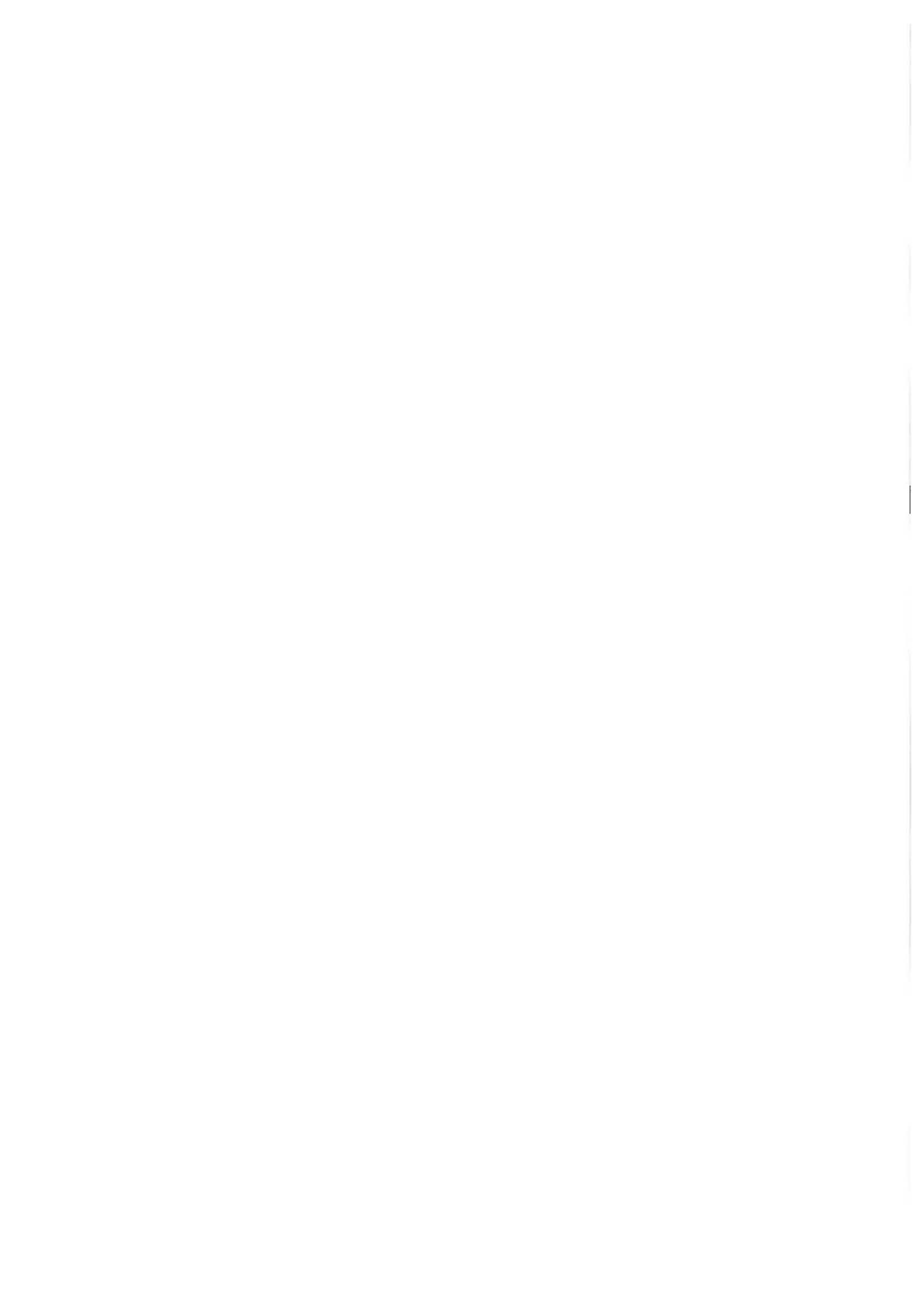
1. The Tabulation Committee shall be comprised the three members: One member of which shall be a member of the governing board of the school district, one member of which shall be a classified employee designated by the largest exclusive representative of classified employees within the school district (CSEA), and the District’s Director of Human Resources.

2. The Tabulation Committee (“Committee”) shall review the sealed ballot boxes to ensure the sealed box does not show signs of tampering. Once the Committee agrees that the box has not been tampered with, it shall open the box.

3. Each ballot box shall be accompanied by the signed list of employees from each school site. As noted above, if an employee voted, he or she should have signed his or her name next to his or her name on the list. Additionally, the sealed envelope containing the ballots should be marked with the initials or signature of the certificated administrator responsible for monitoring the polling place. Ballot envelopes not bearing the initials or signature of the certificated administrator monitoring the polling station shall be thrown out. The Committee shall count the number of ballots showing a vote of “Yes” or “No” in the box from the specific school site and compare that number to the number of signatures on the list accompanying the box.

4. The Committee shall remove the ballots from the sealed envelopes and review each ballot to ensure it clearly states the voter’s intent. Specifically, because the ballot includes only two options, (1) Yes or (2) No, the Committee shall examine ballots to ensure only one of the two options has been selected. If a ballot shows a voter has marked both “Yes” and “No” the ballot shall be thrown out and not counted. If there is a dispute as to whether a ballot shows a “Yes” vote or a “No” vote, the dispute shall be resolved by a majority vote of the Committee. The Committee has the discretion to determine the intent of the voter. If two of three members agree (i.e. a majority) as to the intent of the voter, the vote shall be counted.

5. The Committee shall count the votes of only one worksite or school site at a time. When counting the votes for each school site, the Committee shall record the number of “Yes” votes and



the number of “No” votes only on the document provided by the District. After counting the votes and recording them on the document provided by the District, all three members shall sign the document certifying the results for that specific school site. If at least two of the three Committee members sign a document certifying the results from a specific school site, the results from that site are deemed certified. If fewer than two of three Committee members sign the document, it shall not be deemed certified and the votes from that specific school site or worksite shall not be counted toward the District-wide total.

6. After a school site or worksite final count document has been signed by the Committee, the document shall be photocopied. The original shall be kept by the Committee and the photocopy being kept by the Superintendent.

7. The above process shall continue until all ballots have been reviewed and counted.

8. If a voter chooses not to vote, or if his or her intent is not determinable by the Committee as described above, his or her nonvote will not be considered as either a “Yes” or a “No” vote. Results of the election will be based exclusively on those votes placed in a ballot box during voting hours on the day of the election.

9. Whichever option (“Yes” or “No”) receives a majority of the votes cast prevails.

10. After recording the votes of each individual school site pursuant to No. 4 and 5 above, the Committee shall calculate the total number of “Yes” votes and “No” votes received in the whole District, and record that information on the document provided by the District. After counting the votes and recording them on the document provided by the District, all three members shall sign the document certifying District-wide results. If at least two of the three Committee members sign a document certifying the District-wide results, the results are deemed certified. The document certifying the results shall be presented to the Board of Trustees at the next regularly scheduled Board meeting February 15, 2023.

**Nondiscrimination of employees based on choice of vote:**

1. The District shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their choice to vote, not vote, or how they choose to vote in the merit system election.



9.6





### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.6 Approval of Job Description- School Based Mental Health Clinician
Access	Public
Type	Action (Consent)
Preferred Date	Jan 18, 2023
Absolute Date	Jan 18, 2023
Fiscal Impact	Yes
Dollar Amount	120,000.00
Budgeted	Yes
Budget Source	SBHIP Grant Funds
Recommended Action	Administration recommends approval of this item.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The district has received grant funds to support mental health needs of students. Approval of this job description would allow the district to move forward with recruitment and hiring of a mental health and wellness clinician to assess and provide services to students as well as direct the activities and support parent involvement in the wellness centers currently in development.

[JD School Based Mental Health and Wellness Clinician.pdf \(194 KB\)](#)

### 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*







## **JOB DESCRIPTION**

### **SCHOOL-BASED MENTAL HEALTH AND WELLNESS CLINICIAN**

(1-3 year position funded by SBHIP Grant) \$7,246- \$8,809

#### **JOB SUMMARY**

Under the direction of the Director of Pupil Personnel Services, the School-Based Mental Health and Wellness Clinician provided direct mental health and wellness services and case management to students and families; assists in the development and delivery of school-wide mental health and wellness interventions, programs, and trainings; provides clinical supervision, consultation, and technical assistance to assigned interns/associates and student interns/trainees to ensure the delivery of a clinically sound comprehensive program; performs other related duties as assigned.

#### **MAJOR DUTIES AND RESPONSIBILITIES**

The duties listed below are intended to describe various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related, or a logical assignment to the position.

1. Provides mental health and wellness services and programs that foster pro-social skills and appropriate behavior; identifies the mental health and behavioral needs of students.
2. Develops and implements treatment plans.
3. Conducts clinical interviews, assessments, observations, and writes clinical reports.
4. Provides individual, group, and family therapy services; reviews referrals of students who need intensive mental health services.
5. Makes recommendations for behavioral health therapy services; provides support in the development of behavior support plans.
6. Maintains and facilitates communication with and between families, mental health staff, and providers; supervises family interventions facilitated by other agencies.
7. Implements a system of universal screening in coordination with the school-wide system of social-emotional supports for early identification of students at risk.
8. Conducts crisis and/or risk assessment and response.
9. Provides other specialty mental health and wellness services including rehabilitation and case management.
10. Maintains documentation regarding students served and services provided.
11. Provides training to students, parents, and staff in behavioral and social-emotional related preventions, interventions, and curricula.
12. Collaborates with school team and attends various school-site meetings.
13. Prepares formal statistical reports, case histories, assessments, and intervention records.
14. Serves as a member of the school team and integrates within the school-wide culture and system.
15. Provides behavioral health support within a multi-tiered intervention framework and engages in prevention and intervention activities.
16. Provides mental health and wellness related support services to district staff and educational teams, including case consultation and advice concerning student status, diagnosis, and treatment.
17. Directs and provides oversight and clinical supervision of behavioral health services



- provided by pre-licensed social workers, including MSW interns.
18. Serves as a technical resource to school site staff regarding mental health services.
  19. Assesses the need and delivers training to members of the educational team, parents, guardians, caregivers, and community agencies, as appropriate.
  20. Serves as a liaison between the County Office of Education, County Office of Health Services, district, school, and community organizations.
  21. Develops and maintains collaborative and effective working relationships with students, families, district, and County Office staff, and community partners.
  22. Attends and participates in a variety of assigned meetings, committees, conferences, in-services, and special events.
  23. Collects data and prepares a variety of reports, including data entry and retrieval related to grant deliverables and evaluation.
  24. Supports, directs and supervises the work of the wellness center staff including parent liaison.
  25. Perform related duties as assigned.

## **MINIMUM QUALIFICATIONS**

### **KNOWLEDGE OF:**

- Behavioral change theories and practices including early intervention positive behavior supports
- Tiered intervention practices; brief counseling techniques and crisis intervention
- Behavioral and education-based mental health needs of students including mental health disorders and substance use disorders
- Special education programs and the IEP process; mental health and wellness related community and state resources
- Health regulations and ethics related to school-based mental health services including Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).
- Effective staff development methods; documentation and billing requirements for behavioral health services
- Proper English usage, grammar, spelling, punctuation, and vocabulary in all forms of communication
- Related local, state, and federal laws, codes, regulations, requirements, and County Office policies and procedures.

### **ABILITY TO:**

- Establish and maintain effective working relationships with individuals and groups from varied educational and cultural backgrounds.
- Conduct effective meetings and conferences.
- Collaborate with other system of care partners.
- Demonstrate effective liaison relationships with parents, schools, and agencies.
- Coordinate activities from many sources for the benefit of an individual student.
- Organize work and provide effective services within a limited timeframe.
- Conduct assessments, crisis intervention, and counseling; interpret test data.
- Develop, coordinate, and deliver relevant training to students, parents, and staff; interpret, apply, and explain rules, regulations, policies, and procedures.
- Communicate effectively and impart concepts and information accurately both orally and in writing.



- Analyze and evaluate situations accurately and adopt an effective course of action.
- Maintain confidentiality and discretion; work independently with little direction.

#### **EDUCATION AND EXPERIENCE:**

- Experience working with students in need of mental health services in a school setting;
- Experience working with students who require special education services;
- Experience developing and delivering professional development;
- Preference will be given to candidates licensed in California, or another state, at least two out of the last five years with experience providing psychotherapy, or supervising psychotherapists, during that time.

#### **LICENSES AND OTHER REQUIREMENTS:**

- Possession of valid California Board of Behavioral Sciences Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or Clinical Psychologist certification.
- Valid California driver's license and/or ability to provide own transportation for work assignments.

#### **WORKING CONDITIONS:**

##### **WORKING ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters which performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Classroom, office, and outdoor work environment
- The noise level in the work environment is usually moderate
- Exposure to students who may become hostile or disorderly and who exhibit physical aggression

##### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Must be able to bend, stoop, reach, lift, and stand for prolonged periods; see to read fine print and for close vision, distance vision, and depth perception; use hands and fingers to perform tasks; speak clearly and hear well enough to communicate effectively. The employee must frequently lift and/or move up to 25 pounds









**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.7 Approval of the School Calendar for the 23-24 and the 24-25 school year.
Access	Public
Type	Action
Preferred Date	Jan 18, 2023
Absolute Date	Feb 15, 2023
Fiscal Impact	No
Recommended Action	Administration recommends approval of this item.

**Public Content**

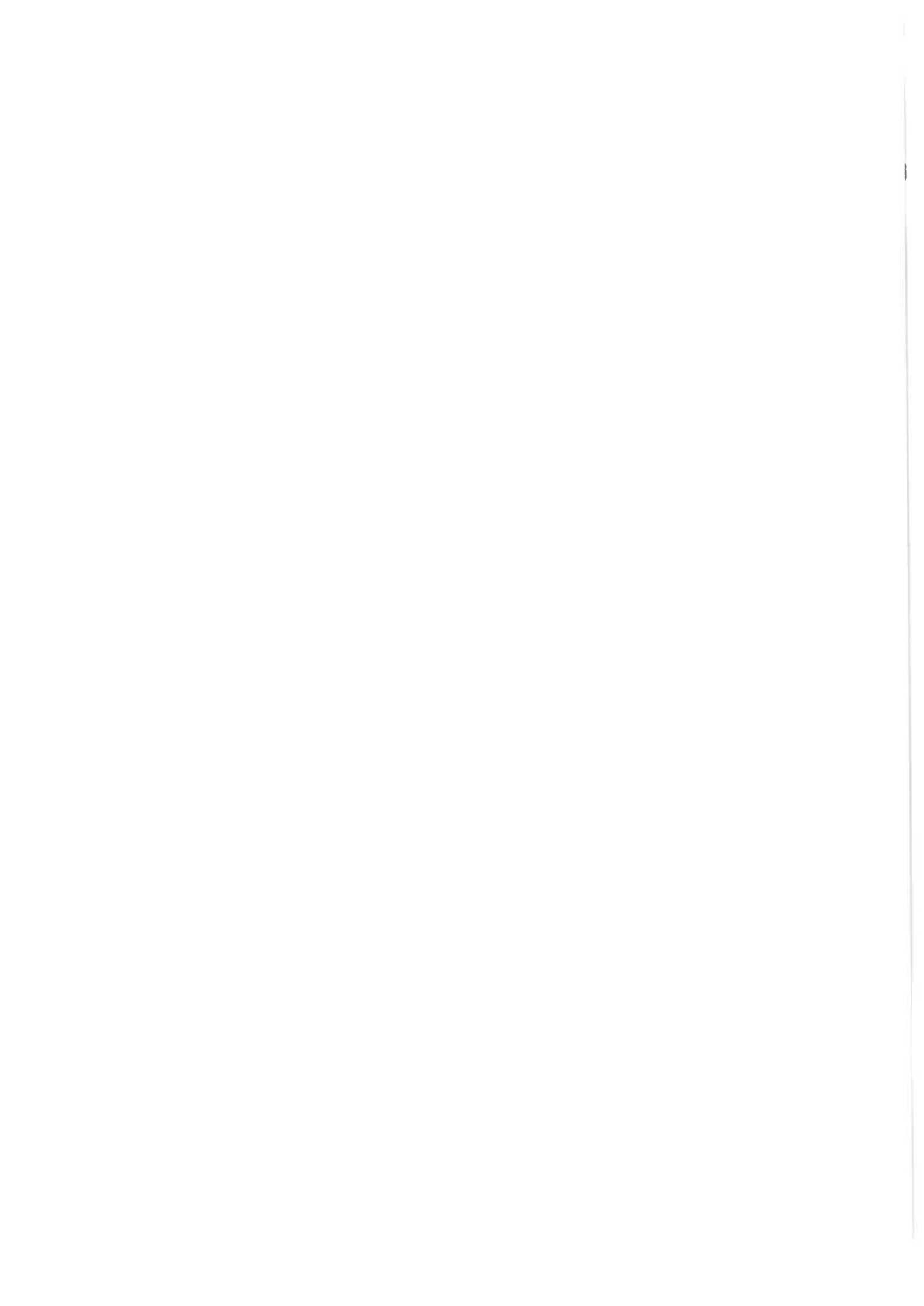
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: After discussions with the teachers, and looking at a variety of factors including, collective bargaining agreements, current calendar considerations, and other factors, the district is presenting for approval the attached calendars for the 23-24 and 24-25 school year. These calendars reflect start and end dates and major holidays. Approval of the calendars will allow the district to publish start and end dates for families to plan and allow the district to begin initializing start of year procedures for master scheduling purposes. Final academic calendars with CSEA agreed upon holidays and professional learning time minimum days will be brought to the board at a future board meeting.

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









### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.8 Award of Request for Proposal (RFP) for Copiers to Canon Solutions America, Inc.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	62,472.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Approve the Award of Proposal for Copiers to Canon Solutions America, Inc.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

On November 16, 2022, the Board of Trustees (the "Board") of Rio School District (the "District") approved Resolution No. 22-23/09, Making Findings Regarding and Approving Request for Proposals 22-23/14 Multifunction Digital Copier Equipment Lease and Maintenance Services. On November 20 and November 27, 2022, the District advertised the Request for Proposals ("RFP") by publication in the Ventura County Star. A pre-proposal conference was held on November 30, 2022 at 10:00 a.m.

The deadline for proposals was December 9, 2022, and 6 proposals were received. After a review of all proposals by a Committee representing school sites and the district office, an analysis was performed on each based upon the scoring criteria listed in the RFP: Technical Requirements; Price; Response time for Service Calls; level of Experience; and References listed. Canon Solutions America, Inc. received the highest score.

The District subsequently issued a Notice of Intent to Award to Canon Solutions America, Inc. The notice informed bidders that the proposal award recommendation would be heard at the January 18, 2023 Board meeting. The deadline for protests was 10:00 a.m. on December 23, 2022. No protests were submitted. The final recommendation to award the proposal to Canon Solutions America, Inc. still holds.

Cost: \$62,472.00 per year





**SCHOOL  
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**Board of Trustees**

Joe Esquivel, President  
Eleanor Torres  
Edith Martinez Cortes  
Ramon Rodriguez  
Felix Eisenhauer

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

December 21, 2022

**Canon Solutions of America**  
Attention Nathan Long

**RE: NOTICE OF INTENT TO AWARD FOR RIO SCHOOL DISTRICT RFP FOR COPIERS**

Dear Mr. Long,

By December 9, 2022, Rio School District (the "District") received proposals for RFP 22-23/14 Multifunction Digital Copier Equipment Lease and Maintenance Services (the "RFP"). (See also Addendum #1 to the RFP).

Pursuant to the Proposal Instructions, and the District's evaluation criteria listed on page 11 of the RFP, the District intends to award the subject proposal to Canon Solutions of America. The award of proposal is subject to the District's Board of Trustees' approval and contract negotiations, who will discuss and take action on the Administration's recommendation on January 18, 2023. The open session starts at approximately 6:00 p.m. The meeting will be held in the District Office Board Room which is located at 1800 Solar Drive, 3<sup>rd</sup> Floor, Oxnard, CA 93030.

Pursuant to Paragraph 18 of the Proposal Instructions, certain bidders may file a written protest of the District's intent to award the contract with this office. Any protests must comply with Paragraph 18 of the Proposal Instructions. Due to the holiday schedule, the Protest Deadline has been extended to December 27, 2022.

The District would like to thank you for your participation and appreciates your time and effort in submitting a bid for this project. If you have any questions regarding this transmittal, please do not hesitate to contact me at (805) 485-3111 or [wsaleh@rioschools.org](mailto:wsaleh@rioschools.org).

Sincerely,

Wael Saleh,  
Assistant Superintendent  
Of Business Services

**Rio School District | Educating Students for the 21<sup>st</sup> Century**  
2500 E. Vineyard Avenue, Oxnard, CA 93036







Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800) 613-2228

**Master Sales & Services Agreement  
 Customer Information Face Page**

# MA33295

Salesperson: Nathan Long Order Date: 1/9/2023

**Customer ("you"):**

Company: RIO ELEMENTARY SCHOOL DISTRICT		
DBA: RIO SCHOOL DISTRICT		
Address: 1800 Solar Drive, 3rd Floor - District Office - BUSINESS SERVICES		
City: OXNARD	County: VENTURA	
State: CA	Zip: 93030	Phone #: 805.485.3111
Contact: Mary Orleans	Fax #:	
Email: morleans@rioschools.org		

Applicable Terms and Conditions	Customer Organizational Information
<p><b>TERMS AND CONDITIONS ARE AVAILABLE AT:</b>  <a href="ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a></p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p><b>Customer Initials</b></p>	<p><b>Federal Tax ID Number:</b> _____</p> <p><b>Organization type:</b> State or Local Government</p> <p><b>Address for Notices:</b>          Attn: Mary Orleans          Address: 1800 Solar Drive, 3rd Floor          Address 2:          City: OXNARD State: CA Zip: 93030          Email: morleans@rioschools.org</p>

**BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.**

**Customer's Authorized Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_





Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

**Lease Schedule ("Schedule") - Itemized (SER-700)**

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295

**CFS App #:** 1913085  
**Transaction #:** S1334657

**Salesperson:** Nathan Long  
**Order Date:** 01/09/23

<b>Billing Information</b>		Customer Account: 1351705	
Company: RIO ELEMENTARY SCHOOL DISTRICT		DBA: RIO SCHOOL DISTRICT	
Address: 1800 Solar Drive, 3rd Floor		Address 2:	
City: OXNARD	County: VENTURA	State: CA	Zip: 93030
Contact: Mary Orleans	Phone #: 805.485.3111	Fax #:	
Email: morleans@rioschools.org		Rider A applies (Office Equip/Cut Sheet Production)	
Maint Base Charge Section A-1		Maint Base Charge Section A-1	
\$0.00		\$0.00	
B&W: 0		Color: 0	
Excess Per Image Charge(s)		B&W: \$0.004300	
Color: \$0.034000		Delivery Date: 01/13/23	

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
					Shipping: 3100 Rose Avenue	Delivery Date: 01/13/23	
3824C002	IRADVDC58701	1	Included	Included	Address 2: Rio del Valle Middle School	State: CA Zip: 93036	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	City: OXNARD	County: VENTURA	
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Primary Customer Contact: Mary Orleans	Email: morleans@rioschools.org	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Phone #: 805.485.3111		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Meter Contact:		
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	Phone #:		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	IT Contact: Mary Orleans		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Phone #: 805.485.3111		
3923V843	INSTALL PAK DX C5870/C5860/C5850/C5840	1	Included	Included	Billing:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine				City:	County: State: Zip:	
					Billing Contact:		
					Phone #:	Email:	
<b>Additional Requirements:</b>				Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5			
				Consumables: Toner, Staples Inclusive			
				Meter Method: Remote Reporting Agent			
				For CSA USE ONLY:			
				Config: A - 1   71579309			

Additional details on related Schedule

OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"), TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

**Customer Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Internal Purposes Only:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Internal Purposes Only:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ACCEPTANCE CERTIFICATE**

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-2		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVDC58701	1	Included	Included	Shipping: 3150 Thames River Dr	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Del Mar Elementary School		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact:	Ph #:	Email:
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870/C5860/C5850/C5840i	1	Included	Included	City:	County:	State: Zip:
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact:	Ph #:	Email:
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive		
					Meter Method: Remote Reporting Agent		
					Auto-Toner Fulfillment**		
					For CSA USE ONLY:		
					Config: A - 2   71579309		
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-3		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVDC58701	1	Included	Included	Shipping: 2500 Lobelia Drive	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Del Norte Elementary School		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact:	Ph #:	Email:
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870/C5860/C5850/C5840i	1	Included	Included	City:	County:	State: Zip:
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact:	Ph #:	Email:
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive		
					Meter Method: Remote Reporting Agent		
					Auto-Toner Fulfillment**		
					For CSA USE ONLY:		
					Config: A - 3   71579309		





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-4		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870I	1	Included	Included	Shipping: 2131 Snow Ave. Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Lindo Elementary School		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Ph #: 805.485.3111 Email: morfeans@rioschools.org		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact: Email:		
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morfeans@rioschools.org		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	City:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact: County: State: Zip:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent		
				<b>For CSA USE ONLY:</b> Config: A - 4   71579309			
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-5		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870I	1	Included	Included	Shipping: 600 Simon Way Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Plaza Elementary School		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Ph #: 805.485.3111 Email: morfeans@rioschools.org		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact: Email:		
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morfeans@rioschools.org		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	City:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact: County: State: Zip:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent		
				<b>For CSA USE ONLY:</b> Config: A - 5   71579309			







Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-6		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC58701	1	Included	Included	Shipping: 3050 Thames River Dr. Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Vista Middle School		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Ph #: 805.485.3111 Email: morleans@rioschools.org		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Ph #: Email:		
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870/C5860/C5850/C5840I	1	Included	Included	City:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact: Ph #: Email:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Auto-Toner Fulfillment**		
				Consumables: Toner, Staples Inclusive			
				Meter Method: Remote Reporting Agent			
				For CSA USE ONLY:			
				Config: A - 6   71579309			

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-7		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC58701	1	Included	Included	Shipping: 1001 Kohala Street Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Rosales Elementary School		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Ph #: 805.485.3111 Email: morleans@rioschools.org		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Ph #: Email:		
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870/C5860/C5850/C5840I	1	Included	Included	City:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact: Ph #: Email:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Auto-Toner Fulfillment**		
				Consumables: Toner, Staples Inclusive			
				Meter Method: Remote Reporting Agent			
				For CSA USE ONLY:			
				Config: A - 7   71579309			





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-8		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870I	1	Included	Included	Shipping: 1140 Kenney Street	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Real School - K-8		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact:	Ph #:	Email:
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	City:	County:	State: Zip:
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact:	Ph #:	Email:
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: A - 8   71579309		
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-9		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870I	1	Included	Included	Shipping: 1140 Kenney Street	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Real School - K-8		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact:	Ph #:	Email:
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	City:	County:	State: Zip:
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact:	Ph #:	Email:
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: A - 9   71579309		





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-10		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870I	1	Included	Included	Shipping: 3001 North Ventura Rd. Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio del Sol School – STEAM ACADEMY		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93030		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact: Email:		
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	City:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact: Ph #: Email:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY: Config: A - 10   71579309		
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-11		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870I	1	Included	Included	Shipping: 3001 North Ventura Rd. Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio del Sol School – STEAM ACADEMY		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93030		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact: Email:		
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	City:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact: Ph #: Email:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY: Config: A - 11   71579309		





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-12		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870	1	Included	Included	Shipping: 3001 North Ventura Rd.	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio del Sol School - STEAM ACADEMY		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact:	Ph #:	Email:
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL_PAK DX C5870/C5860/C5850/C5840i	1	Included	Included	City:	County:	State: Zip:
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact:	Ph #:	Email:
IntSupplies	Pre-Installed Supplies Installed In Machine	1	Included	Included	Elevator: No	Loading Dock: No	# of Steps: 0
				Consumables: Toner, Staples Inclusive			
				Meter Method: Remote Reporting Agent			
				Hrs of Operation: 9-5			
				Auto-Toner Fulfillment**			
				For CSA USE ONLY:			
				Config: A - 12   71579309			
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-13		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870	1	Included	Included	Shipping: 1800 Solar Drive, 3rd Floor - OSFS	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: District Office		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	Mtr Contact:	Ph #:	Email:
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Billing:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2:		
3923V843	INSTALL_PAK DX C5870/C5860/C5850/C5840i	1	Included	Included	City:	County:	State: Zip:
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Contact:	Ph #:	Email:
IntSupplies	Pre-Installed Supplies Installed In Machine	1	Included	Included	Elevator: No	Loading Dock: No	# of Steps: 0
				Consumables: Toner, Staples Inclusive			
				Meter Method: Remote Reporting Agent			
				Hrs of Operation: 9-5			
				Auto-Toner Fulfillment**			
				For CSA USE ONLY:			
				Config: A - 13   71579309			







Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-14	Covered Images Included in Maint Base Charge	Excess Per Image Charge(s)
See Page 1		See Page 1		
Item Code	Listed Items Description	Qty	Unit Pmt	Total
3824C002	IRADVXC5870I	1	Included	Included
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included
5546C002	BUFFER PASS UNIT-P2	1	Included	Included
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included
3575B624	MICARD PLUS-2 SC V2	1	Included	Included
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included
<b>Shipping:</b> 1800 Solar Drive, 3rd Floor - Food Services <b>Address 2:</b> District Office <b>City:</b> OXNARD <b>County:</b> VENTURA <b>State:</b> CA <b>Zip:</b> 93030 <b>Ph #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Mtr Contact:</b> Email: <b>IT Contact:</b> Mary Orleans <b>Ph #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5 <b>Consumables:</b> Toner, Staples Inclusive <b>Meter Method:</b> Remote Reporting Agent <b>Auto-Toner Fulfillment**</b> <b>For CSA USE ONLY:</b> Config: A - 14   71579309				
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-1	Covered Images Included in Maint Base Charge	Excess Per Image Charge(s)
See Page 1		See Page 1		
Item Code	Listed Items Description	Qty	Unit Pmt	Total
4017C003	IRADVX6780I	1	Included	Included
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included
3236C001	BOOKLET FIN-AC1	1	Included	Included
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included
3798V027	INSTALL PAK DX 6780I	1	Included	Included
3575B624	MICARD PLUS-2 SC V2	1	Included	Included
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included
<b>Shipping:</b> 3100 Rose Avenue <b>Address 2:</b> Rio del Valle Middle School <b>City:</b> OXNARD <b>County:</b> VENTURA <b>State:</b> CA <b>Zip:</b> 93036 <b>Ph #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Mtr Contact:</b> Email: <b>IT Contact:</b> Mary Orleans <b>Ph #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5 <b>Consumables:</b> Toner, Staples Inclusive <b>Meter Method:</b> Remote Reporting Agent <b>Auto-Toner Fulfillment**</b> <b>For CSA USE ONLY:</b> Config: C - 1   71579311				





Customer: RIO ELEMENTARY SCHOOL-DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-2		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	Shipping: 3150 Thames River Dr Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Del Mar Elementary School		
3236C001	BOOKLET FIN-AC1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	Mtr Contact: Email:		
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
3796V027	INSTALL PAK DX 67801	1	Included	Included	Billing:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		Auto-Toner Fulfillment**
					Consumables: Toner, Staples Inclusive		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY: Config: C - 2   71579311		
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-3		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	Shipping: 2500 Lobelia Drive Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Del Norte Elementary School		
3236C001	BOOKLET FIN-AC1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	Mtr Contact: Email:		
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
3796V027	INSTALL PAK DX 67801	1	Included	Included	Billing:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		Auto-Toner Fulfillment**
					Consumables: Toner, Staples Inclusive		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY: Config: C - 3   71579311		





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-4		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	Shipping: 2131 Snow Ave. Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Lindo Elementary School		
3236C001	BOOKLET FIN-AC1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	Mtr Contact: Email:		
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
3796V027	INSTALL PAK DX 67801	1	Included	Included	Billing:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C - 4   71579311		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-5		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	Shipping: 600 Simon Way Delivery Date: 01/13/23		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Plaza Elementary School		
3236C001	BOOKLET FIN-AC1	1	Included	Included	City: OXNARD County: VENTURA State: CA Zip: 93036		
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	Mtr Contact: Email:		
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	IT Contact: Mary Orleans Ph #: 805.485.3111 Email: morleans@rioschools.org		
3796V027	INSTALL PAK DX 67801	1	Included	Included	Billing:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C - 5   71579311		





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-6		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	Shipping: 3050 Thames River Dr.	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Vista Middle School		
3236C001	BOOKLET FIN-AC1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	Mtr Contact:	Ph #:	Email:
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
3796V027	INSTALL PAK DX 67801	1	Included	Included	Billing:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive		Auto-Toner Fulfillment**
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C - 6   71579311		
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-7		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	Shipping: 1001 Kohala Street	Delivery Date: 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Rio Rosales Elementary School		
3236C001	BOOKLET FIN-AC1	1	Included	Included	City: OXNARD	County: VENTURA	State: CA Zip: 93036
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	Mtr Contact:	Ph #:	Email:
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	IT Contact: Mary Orleans	Ph #: 805.485.3111	Email: morleans@rioschools.org
3796V027	INSTALL PAK DX 67801	1	Included	Included	Billing:		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive		Auto-Toner Fulfillment**
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C - 7   71579311		







Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-8		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	<b>Shipping:</b> 1140 Kenney Street Oxnard	<b>Delivery Date:</b> 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	<b>Address 2:</b> Rio Real School - K-8		
3236C001	BOOKLET FIN-AC1	1	Included	Included	<b>City:</b> OXNARD	<b>County:</b> VENTURA	<b>State:</b> CA <b>Zip:</b> 93036
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	<b>Contact:</b> Mary Orleans	<b>Ph #:</b> 805.485.3111	<b>Email:</b> morleans@rioschools.org
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	<b>Mtr Contact:</b>	<b>Ph #:</b>	<b>Email:</b>
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	<b>IT Contact:</b> Mary Orleans	<b>Ph #:</b> 805.485.3111	<b>Email:</b> morleans@rioschools.org
3796V027	INSTALL PAK DX 67801	1	Included	Included	<b>Billing:</b>		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	<b>Address 2:</b>		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	<b>City:</b>	<b>County:</b>	<b>State:</b> <b>Zip:</b>
					<b>Contact:</b>	<b>Ph #:</b>	<b>Email:</b>
					<b>Elevator:</b> No	<b>Loading Dock:</b> No	<b># of Steps:</b> 0
					<b>Hrs of Operation:</b> 9-5		Auto-Toner Fulfillment**
					<b>Consumables:</b> Toner, Staples Inclusive		
					<b>Meter Method:</b> Remote Reporting Agent		
					<b>For CSA USE ONLY:</b>		
					Config: C - 8   71579311		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C-9		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
See Page 1		See Page 1		See Page 1		See Page 1	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
4017C003	IRADVDX67801	1	Included	Included	<b>Shipping:</b> 2714 Vineyard Ave.	<b>Delivery Date:</b> 01/13/23	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	<b>Address 2:</b> El Rio Elementary		
3236C001	BOOKLET FIN-AC1	1	Included	Included	<b>City:</b> OXNARD	<b>County:</b> VENTURA	<b>State:</b> CA <b>Zip:</b> 93036
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	<b>Contact:</b> Mary Orleans	<b>Ph #:</b> 805.485.3111	<b>Email:</b> morleans@rioschools.org
1972V073	ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D	1	Included	Included	<b>Mtr Contact:</b>	<b>Ph #:</b>	<b>Email:</b>
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	<b>IT Contact:</b> Mary Orleans	<b>Ph #:</b> 805.485.3111	<b>Email:</b> morleans@rioschools.org
3796V027	INSTALL PAK DX 67801	1	Included	Included	<b>Billing:</b>		
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	<b>Address 2:</b>		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	<b>City:</b>	<b>County:</b>	<b>State:</b> <b>Zip:</b>
					<b>Contact:</b>	<b>Ph #:</b>	<b>Email:</b>
					<b>Elevator:</b> No	<b>Loading Dock:</b> No	<b># of Steps:</b> 0
					<b>Hrs of Operation:</b> 9-5		Auto-Toner Fulfillment**
					<b>Consumables:</b> Toner, Staples Inclusive		
					<b>Meter Method:</b> Remote Reporting Agent		
					<b>For CSA USE ONLY:</b>		
					Config: C - 9   71579311		





Customer: RIO ELEMENTARY SCHOOL DISTRICT

Agreement #: MA33295

Order Date: 01/09/23 Salesperson: Nathan Long

Maint Base Charge Section D Covered Images Included in Maint Base Charge Excess Per Image Charge(s)

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3824C002	IRADVDC58701	1	Included	Included	<b>Shipping:</b> 1800 Solar Drive, 3rd Floor - BUSINESS SERVICES <b>Delivery Date:</b> 01/13/23 <b>Address 2:</b> District Office <b>City:</b> OXNARD <b>County:</b> VENTURA <b>State:</b> CA <b>Zip:</b> 93036-1239 <b>Contact:</b> Mary Orleans <b>Ph #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Mary Orleans <b>Ph #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5 Consumables: Toner, Staples Inclusive <b>Auto-Toner Fulfillment**</b> Meter Method: Remote Reporting Agent <b>For CSA USE ONLY:</b> Config: D   71579312 <b>Loan Conversion SN:</b> 2XD02908
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Included	Included	
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL_PAK DX C5870/C5860/C5850/C5840I	1	Included	Included	
3575B624	MICARD PLUS-2 SC V2	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
<b>Maint Base Charge Section</b> <b>Covered Images Included in Maint Base Charge</b> <b>Excess Per Image Charge(s)</b>					
<b>For CSA USE ONLY:</b>					





Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

**Lease Schedule ("Schedule") - Itemized (SER-700)**

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295

**CFS App #:** 1913085  
**Salesperson:** Nathan Long  
**Transaction #:** S1334657  
**Order Date:** 01/09/23

<b>Billing Information</b>		<b>Customer Account:</b> 1351705	
<b>Company:</b> RIO ELEMENTARY SCHOOL DISTRICT			
<b>DBA:</b> RIO SCHOOL DISTRICT			
<b>Address:</b> 1800 Solar Drive, 3rd Floor			
<b>Address 2:</b>			
<b>City:</b> OXNARD	<b>County:</b> VENTURA		
<b>State:</b> CA	<b>Zip:</b> 93030		
<b>Contact:</b> Mary Orleans	<b>Phone #:</b> 805.485.3111		
<b>Email:</b> morleans@rioschools.org	<b>Fax #:</b>		
<b>Device Excluded from Maintenance</b>		<b>Maint Base Charge Section B-1</b>	
		<b>Excess Per Image Charge(s)</b>	

Payment Information		Equipment Maintenance Information	
Listed Items	Lease Term	# of Lease Payments	
60	Months	60	
<b>Payment Summary* (*Plus Applicable Taxes)</b>			
<b>Lease Payment</b>	See Page 1	<b>Invoiced by CFS</b>	
<b>Total Maintenance</b>		<b>Invoiced by</b>	
<b>Base Charge</b>	<b>Due at Signing</b>	<b>Total Due at Signing</b>	
<b># of Payments in Advance</b>	0	<b>\$0.00</b>	
<b>Covered Images Included in Maint Base Charge</b>		<b>Other Transaction Details</b>	
		Lease Payment shall be invoiced Monthly	
		Purchase Option: Fair Market Value	

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	Delivery Date:
3788V324	UNIFLOW ONLINE IMPLEMENTATION SERVICES BY LOCAL ANALYST ADD-ON - 4 HO	4	Included	Included	<b>Shipping:</b> 1800 Solar Drive, 3rd Floor <b>Address 2:</b> <b>City:</b> OXNARD <b>County:</b> VENTURA <b>State:</b> CA <b>Zip:</b> 93030 <b>Primary Customer Contact:</b> Mary Orleans <b>Phone #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Meter Contact:</b> <b>Phone #:</b> <b>Email:</b> <b>IT Contact:</b> Mary Orleans <b>Phone #:</b> 805.485.3111 <b>Email:</b> morleans@rioschools.org <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>Billing Contact:</b> <b>Phone #:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Billing Contact:</b> <b>Phone #:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5	01/13/23
<b>Additional Requirements:</b>						
Additional details on related Schedule						
<b>For CSA USE ONLY:</b> Config: B - 1   71579310						

**OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755**  
 THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"), TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [ES.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ES.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

**Customer Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**To: CSA and Lessor:** Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Internal Purposes Only:**  
 CFS Authorized Signature: \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_





Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

**Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)**  
**Order Schedule, Rider C of Agreement**

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295

**Salesperson:** Nathan Long  
**Order Date:** 01/09/23

**Transaction #:** S1334657

<b>Billing Information</b>		<b>Payment Terms</b>	
Customer Account: 1351705		Payment Included With CFS Lease	
Company: RIO ELEMENTARY SCHOOL DISTRICT		Lease Payment Shall Be Invoiced Monthly	
DBA: RIO SCHOOL DISTRICT		Total # Lease Payments: 60	
Address: 1800 Solar Drive, 3rd Floor		<b>Subscription Details</b>	
Address 2:		New Subscription	
City: OXNARD	County: VENTURA	State: CA	Zip: 93030
Primary Contact: Mary Orleans	Tech Contact: Mary Orleans	SN/Tenant ID:	
Contact Phone: 805.485.3111	Tech Phone: 805.485.3111	Term: 60 Months	
Contact Email: morleans@rioschools.org	Tech Email: morleans@rioschools.org	Auto Renewal	

**Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)**

Item Code	Subscription Name	Qty	Price Per Qty	Periodic Payment	# of Covered Units	Units
3575B807	UNIFLOW ONE PRINT & SCAN-TYPE 1 - 1 DEVICE/1 MONTH (25-49)	25	Included in Lease	Included in Lease	25	DEVICE/Month

<b>Software Subscription Subtotal</b>	N/A
<b>Sales tax</b>	TBD at invoicing
<b>Software Subscription Total</b>	N/A
<b>Total Periodic Payment</b>	Included in Lease

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

Customer's Authorized Signature

Printed Name:

Title:

Date:











**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.9 Approval of the Contract with the University of Lapland
Access	Public
Type	Action
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**





# SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

## 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 14<sup>th</sup> day of December, 2022 by and between the University of Lapland and the Rio School District t (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 \_\_\_\_\_

### FEEES

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.





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

\_\_\_\_\_  
Provider signature                      Date

#### **SITE AGREEMENT**

\_\_\_\_\_  
Site Administrator                      Signature                      Date

#### **DISTRICT APPROVAL**

\_\_\_\_\_  
District Administrator                      Signature                      Date



## **SUMMARY DOCUMENT**

**January 2023**

Research and professional development contract on Rio School District Math software and website usage.

### **Purposes:**

- Improve student math learning
- Improve math teaching
- Document current math software and website usage across all Rio schools
- Analyze usage and propose improvements
- Provide professional learning and direct to class teaching of effective software and website usage based on needs assessment of current usage.
- Complete phase one report of District math software and website usage, effectiveness, and professional learning implementation and results.

**Period:** January- June 2023

**Researcher:** Liping Sung (Resume attached)

**Initial survey of Math Software and websites in use include;**

ST Math  
IXL  
Imagine Software  
Espark  
Manga High  
MobyMax  
Coolmath  
Prodigy  
Desmos  
Khan Academy  
Delta Math  
Happy Numbers  
Xtra math

**Researcher:** Liping Sun

# Résumé

**Liping Sun**

E-mail: [lsun@ulapland.fi](mailto:lsun@ulapland.fi)

Homepage: <https://lipingsun.wixsite.com/liping>

## Academic Education

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01.08.2017–Now	Ph.D. Candidate, Education University of Lapland, Rovaniemi, Finland
01.08.2012–18.06.2014	Master of Art (Education) University of Oulu, Oulu, Finland
01.09.2007–15.07.2009	Master of Philosophy Shenyang Normal University, Shenyang, China

## Research Field

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- Game-based learning and teaching in mathematics education
- AI in education
- Primary education pedagogy
- Media education
- Self-regulated learning (SRL)
- Collaborative learning (CL)

## Experience

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01.08.2021–31.08.2022	<b>Researcher</b> University of Lapland, Faculty of Education, Media Education Hub, AI in Learning Project
01.01.2021–30.06.2021	<b>Grant-Funded Researcher</b> University of Lapland, Faculty of Education, Media Education Hub
15.01.2018–31.12.2020	<b>Researcher/Junior Researcher</b> University of Lapland, Faculty of Education, Media Education Hub
01.08.2019–31.12.2019	<b>Substitute Coordinator</b>

University of Lapland, Faculty of Education, Media Education Hub,

Master's Programme of Media Education

17.03.2019–13.04.2019

**Visiting Scholar**

Nordic Centre, Fudan University, China

2019–2022

**Scientific Reviewer**

AERA Annual Meeting, British Journal of Educational Technology, Seminar.Net, AECT Annual meeting, Research on Education and

Media

### **Teaching**

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- Pedagogical Models in Educational Use of ICT' S (5 ECTS)  
Autumn 2020, University of Lapland
- Research Methods for the Online World (5 ECTS)  
Spring & Autumn 2018, Autumn 2019–2020, University of Lapland
- Introduction to Global Media Education (Lecturing)  
Autumn 2019–2020, University of Lapland
- Research on Media Education (Lecturing)  
Spring 2018–2020, University of Lapland

### **Publications**

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- Sun, L., Kangas, M., Ruokamo, H., & Siklander, S. (2022). A systematic literature review of teacher scaffolding in game-based learning in primary education. Manuscript submitted for publication.
- Sun, L., Kangas, M., & Ruokamo, H. (2022). Game-based features in intelligent game-based learning environments: A systematic literature review. Manuscript submitted for publication.
- Kangas, M., Kyrö-Ämmälä, O., Ruokamo, H., & Sun, L. (2022). Effects of outdoor game design and implementation on student teachers' self-efficacy beliefs in playful learning. Manuscript submitted for publication.
- Ruokamo, H., Kangas, M., Vuojärvi, H., Sun, L., & Qvist, P. (in

print).

AI-supported simulation-based learning: Learners' Emotional Experiences and Self-regulation in Challenging situation. In H. Niemi, R. C. Pea, & Y. Lu (Eds), *AI in Learning: Designing the Future*. Springer Nature

- Sun, L., Ruokamo, H., Kangas, M., & Siklander, P. (2022). Effects of collaborative digital gameplay on students' three dimensions of engagement in mathematics. *International Journal of Game-Based Learning*, 12(1).
- Sun, L., Chen, X., & Ruokamo, H. (2021). Digital game-based pedagogical activities in primary education: A review of ten years of studies. *International Journal of Technology in Teaching and Learning*, 16(2), 78–92.
- Sun, L., Ruokamo, H., Siklander, P., Li, B. P., & Devlin, K. (2021). Primary school students' perceptions of scaffolding in digital game-based learning in mathematics. *Learning, Culture and Social Interaction*, 28.
- Sun, L., Siklander, P., & Ruokamo, H. (2018). How to trigger students' interest in digital learning environment: systematic literature review. *Seminar.Net*, 14(1), 62–84.

A

### Language

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Chinese (native), English (excellent), Finnish (beginner)

### Award

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Best Paper Award at Media Education Conference (MEC 2017), 28–29, November, 2017, Rovaniemi, Finland.

10.2







**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Annual Organization Meeting of December 14, 2022.
Access	Public
Type	Minutes
Minutes	<a href="#">View Minutes for Dec 14, 2022 - RSD Annual Organization Board Meeting</a>

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

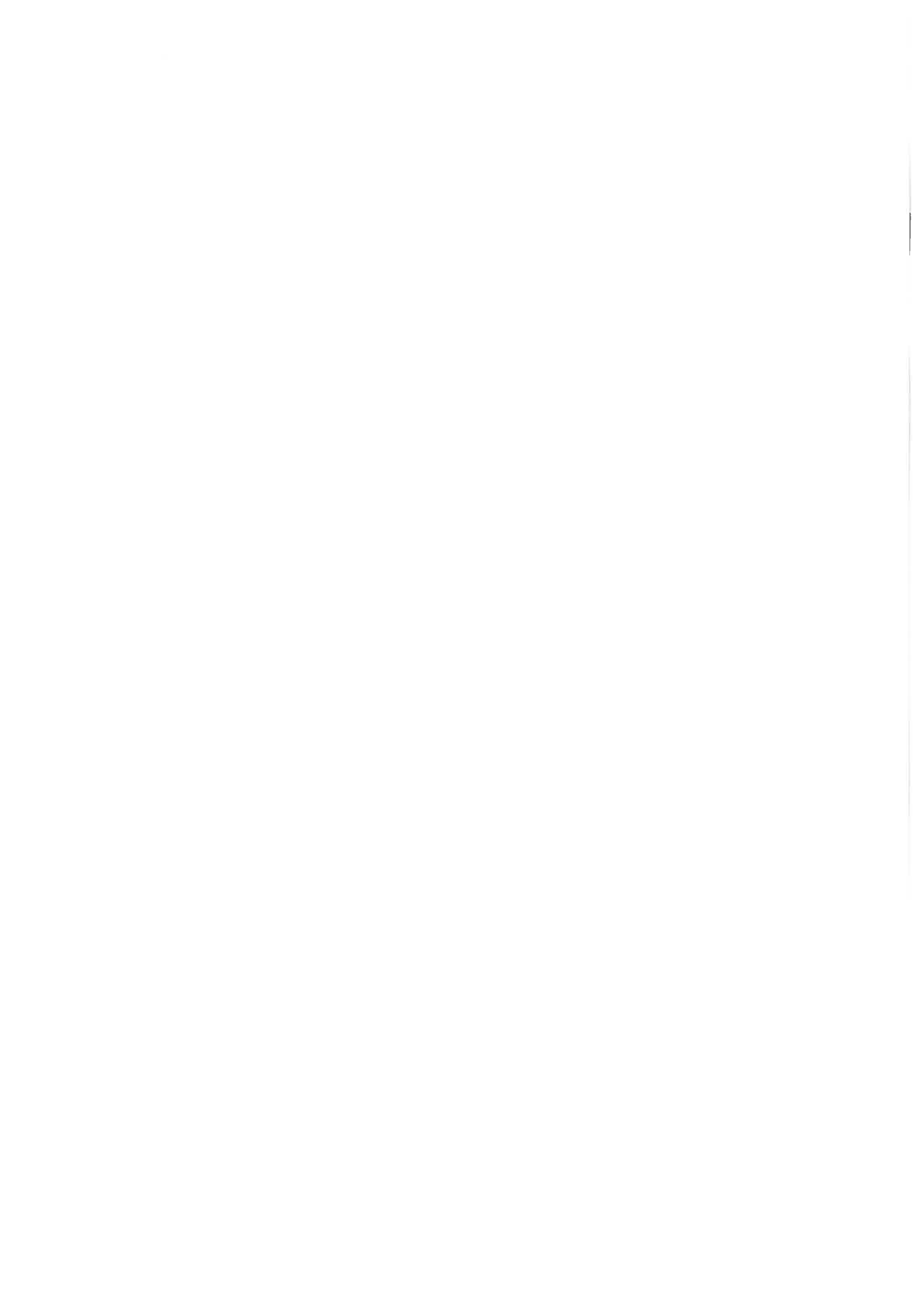
Rationale:

Staff recommends approval of the Minutes of the Annual Organizaional Meeting of December 14, 2022.

[MinAnnOrg121422.pdf \(64 KB\)](#)

**Administrative Content**

**Executive Content**





**Rio School District  
Minutes  
Annual Organization Meeting  
December 14, 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, Kristine Anderson, Felix Eisenhauer, Alesia Martin, and Rosa Balderrama

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

**1.1 Call to Order**

President Anderson opened the meeting at 5:00 p.m.

**1.2 Pledge of Allegiance**

Trustee Torres led the flag salute.

**1.3 Roll Call**

Trustee Torres called the roll; all present.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

Trustee Torres pulled items 11.7 Contract with Maxim Healthcare Staffing Service, Inc. for Speech and Language Services and Item 11.8 Contract with Stepping Stones for Speech and Language Services to action for discussion.

President Anderson pulled items 11.10 Contract with the University of Lapland for action and discussion.

**2.2 Approval of the Agenda**

Staff recommends approval as amended.

**Motion by Kristine Anderson, second by Eleanor Torres.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama**

**3. Public Comment-Closed Session**

Public comments on closed session items were heard from Abbey Shaw-Linder, Mary Walzer and Ellery Cushing.



President Anderson adjourned the meeting into closed session at 5:13 p.m.

#### **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

President Anderson reconvened the meeting into open session at 6:29 p.m.

The following action took place during closed session:

The Board met in Closed Session relative to Item 4.1, real property negotiations relative to property at 2600 N. Rose Avenue Property. As part of that discussion, the Board, by unanimous roll-call vote of all of its members approved Addendum No. 3 to the Purchase-Sale Agreement for a portion of the property, which authorizes a due diligence and close of escrow extension through January 19 and January 23, 2023, respectively; and provides for a credit to the District for related clean-up on the Property. Copies of the Addendum will be made available on request once executed by all Parties.

#### **6. Annual Organization** 6.1 Election of Board President

President Anderson nominated Trustee Eleanor Torres to serve as Board President for the 2023 year.

Motion by Kristine Anderson, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

#### 6.2 Election of Clerk of the Board

President Torres nominated Felix Eisenhauer to serve as Clerk of the Board.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama



### 6.3 Certification of Signatures

Staff recommends the approval of the Certification of Signatures

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

### 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

President Torres nominated Alesia Martin to serve as the school board representative to vote in the election of members for the County Committee on School District Organization and District Subcommittees.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

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

Staff recommends approval of the Board Calendar of Regular Board Meeting for 2023 and possible revision of Board Bylaw 9320 Meetings and Notices.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

## **7. Recognitions**

### 7.1 Board Member Recognitions

Superintendent Puglisi presented Trustee Anderson for her commitment and service as acting President for the 2022 year.

## **8. Communications**

### 8.1 Acknowledgement of Correspondence to the Board

Trustees received emails that were sent to the board.

### 8.2 Board Member Reports

Board member reports were heard from Trustee Anderson, Balderrama, Dr. Eisenhauer and President Torres.

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

Organizational reports were heard from Rizza Husband, RTA Vice President and Rosie Rosales, CSEA.

### 8.4 Superintendent Report

Superintendent Puglisi will update the board at a future special board meeting.





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

Public comments were heard from Armando Vargas.

## **9. Information**

### **9.1 Educational Services Report**

Oscar Hernandez, Assistant Superintendent of Educational Services, presented information on Trimester 1 grades, parent conferences and the 2022 baseline goals.

### **9.2 Human Resources Updates**

Rebecca Rocha, Director of Human Resources, provided an overview of the Merit system.

### **9.3 Child Nutrition Update**

Lacey Piper, Director of Child Nutrition, presented an update on the California Farm to School Incubator Grant Program.

### **9.4 Annual Developer Fee Report for Fiscal Year 2021/2022**

Wael Saleh, Assistant Superintendent of Business Service, presented the Annual Developer Fee Report for Fiscal Year 2021/2022.

## **10. Discussion/Action**

### **10.1 Approval of the First Interim Budget for 2022-2023**

Approve the First Interim Budget for 2022/2023

**Motion by Kristine Anderson, second by Alesia Martin.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama**

## **11. Consent**

### **11.1 Approval of the Consent Agenda**

Staff recommends approval of the consent agenda, as amended.

**Motion by Felix Eisenhauer, second by Kristine Anderson.**

**Final Resolution: Motion Carries**

**Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama**

### **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  
Staff recommends board approval of Maxim contract.

Motion by Felix Eisenhauer, second by Alesia Martin.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

11.8 Contract with Stepping Stones Group for Speech & Language Services  
Staff recommends board approval of stepping stones group contract.

Motion by Felix Eisenhauer, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

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

11.10 Approval of the Contract with the University of Lapland

Staff recommends the approval of the Contract with the University of Lapland.

Motion by Felix Eisenhauer, second by Rosa Balderrama.

Final Resolution: Motion Fails

Yes: Felix Eisenhauer, Rosa Balderrama

No: Kristine Anderson, Alesia Martin

Abstain: Eleanor Torres

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: January 18, 2023

President Torres adjourned the meeting into closed session at 9:06 p.m.

President Torres reconvened the meeting at 9:24 p.m.

President Torres reported action was taken during closed session:

The Governing Board by unanimous voted to dismiss employee number 2194, and directed staff to send out notice; the Governing Board voted unanimously to dismiss employee number 2997 and directed staff to send out notice.

## 12.2 Future Items for Discussion

Trustee Eisenhour requested the following information:

- Shipping Container option
- Suspension Trends
- CASSPP reasonable to the students
- Structure Curriculum for below standards goals
- Historic Data ELD on Real Plaza



Trustee Alesia Martin requested the following information:

- List of Software programs  
-Tracking, original purpose

Trustee Kristine Anderson requested the following information:

- Monitor efficacy of LST

**13. Adjournment**

13.1 Adjournment

President Torres adjourned the meeting at 9:26 p.m.

**Approved on this 18th day of January, 2023.**

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John Puglisi, Ph.D., Secretary Date

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Clerk of the Board Date





10.3





**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Ratification of the Commercial Warrant for December 1, 2022 through January 4, 2023
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,647,981.30
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Ratification of the Commercial Warrant be approved for the period December 1, 2022 through January 4, 2023.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,647,981.30 which includes processing payments for all funds of the District in the following amounts for the period December 1, 2022 through January 4, 2023.

Fund 010	General Fund	\$2,726,014.01
Fund 130	Cafeteria Fund	\$239,357.05
Fund 212	Building Fund Measure L	\$344,717.58
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$92,698.04
Fund 252	CAPITAL FACILITIES COMMERCIAL	\$15,686.52
Fund 490	Capital Projects Fund for Blen	<u>\$229,508.10</u>
Total		\$3,647,981.30
Less Unpaid Tax Liability		<u>-\$0</u>
Total:		\$3,647,981.30

Commercial Warrant.pdf (3,668 KB)

**Administrative Content**



Checks Dated 12/01/2022 through 01/04/2023					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047435	12/01/2022	Athens Administrators	010-2200	4,687.26	
5009047737	12/20/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4140	120.05	
5009047746	12/20/2022	Imagine Learning, Inc.	010-4140	24,844.50	
5009047508	12/08/2022	AMAZON CAPITAL SERVICES	010-4200	276.91	
5009047737	12/20/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4200	1.23	
5009047738	12/20/2022	Franklin Covey	010-4200	482.63	
5009047744	12/20/2022	Houghton Mifflin Harcourt HM Receivables	010-4200	3,995.00	
5009047761	12/20/2022	Open Up Resources	010-4200	1,300.08	
5009047789	12/27/2022	Franklin Covey	010-4200	209.14	
5009047906	01/03/2023	CALIF. DEPT. OF EDUCATION CDE PRESS	010-4200	230.07	
5009047429	12/01/2022	Advance Auto Parts	010-4300	264.74	
5009047430	12/01/2022	Airgas	010-4300	31.50	
5009047433	12/01/2022	Safe & Civil Schools dba Ancora Publishing	010-4300	302.25	
5009047434	12/01/2022	Andrew Van Conas	010-4300	1,355.88	
5009047436	12/01/2022	BARON INDUSTRIES	010-4300	25.25	
5009047437	12/01/2022	Boot Barn	010-4300	1,978.61	
5009047438	12/01/2022	C D W GOVERNMENT, INC.	010-4300	411.57	
5009047445	12/01/2022	Fence Factory Rentals	010-4300	42.61	
5009047448	12/01/2022	GIBBS INTERNATIONAL	010-4300	1,515.70	
5009047449	12/01/2022	GOLDEN STATE COPIER & MAILING	010-4300	112.20	
5009047450	12/01/2022	Green Thumb Nursery	010-4300	202.12	
5009047451	12/01/2022	Hayes Graphics	010-4300	193.05	
5009047458	12/01/2022	Learning Without Tears	010-4300	419.41	
5009047466	12/01/2022	Tierney Brothers, Inc	010-4300	4,834.32	
5009047467	12/01/2022	ULINE	010-4300	2,242.66	
5009047469	12/01/2022	VIRCO MFG.	010-4300	3,899.90	
5009047475	12/05/2022	Aswell Trophy	010-4300	434.27	
5009047477	12/05/2022	B & H Photo Video	010-4300	2,486.97	
5009047481	12/05/2022	Collaborative Classroom	010-4300	2,430.75	
5009047486	12/05/2022	Integrated Fire and Safety	010-4300	2,621.53	
5009047487	12/05/2022	LAKESHORE	010-4300	19,545.71	
5009047488	12/05/2022	Mister Softee	010-4300	994.00	
5009047490	12/05/2022	LESLIE PIMENTEL	010-4300	976.22	
5009047494	12/05/2022	SC FUELS	010-4300	3,489.43	
5009047506	12/06/2022	Adam Erickson	010-4300	678.33	
5009047508	12/06/2022	AMAZON CAPITAL SERVICES	010-4300	17,109.89	
5009047511	12/06/2022	C D W GOVERNMENT, INC.	010-4300	120.94	
5009047516	12/06/2022	Eckharts Trailer Hitch & Welding, Inc.	010-4300	199.57	
5009047520	12/06/2022	FLINN SCIENTIFIC, INC.	010-4300	241.54	
5009047526	12/06/2022	LAKESHORE	010-4300	3,932.63	
5009047530	12/06/2022	MONTGOMERY HARDWARE CO.	010-4300	2,338.23	
5009047533	12/06/2022	National Graphics Surfside Prints	010-4300	415.59	

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

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## ReqPay12a

## Board Report

Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047536	12/08/2022	PARADISE CHEVROLET	010-4300	1,211.15	
5009047541	12/08/2022	SCHOLASTIC	010-4300	2,074.17	
5009047547	12/08/2022	Traffic Technologies, LLC	010-4300	349.61	
5009047550	12/08/2022	Western Psychological Services	010-4300	1,558.18	
5009047552	12/08/2022	Garcia, Lisette	010-4300	229.37	
5009047553	12/08/2022	Fairchild, Kim A	010-4300	228.19	
5009047554	12/08/2022	Garcia, Augustine	010-4300	245.25	
5009047555	12/08/2022	Mosqueda, Margarita	010-4300	169.56	
5009047557	12/08/2022	Angulano, Yolanda	010-4300	47.76	
5009047558	12/08/2022	Terrazas, Stefania R	010-4300	388.13	
5009047561	12/08/2022	Lopez, Kimberlee A	010-4300	252.08	
5009047562	12/08/2022	Preclado, Sheryl	010-4300	125.55	
5009047563	12/08/2022	Martinez, Mindy L	010-4300	474.10	
5009047564	12/08/2022	King, Abby S	010-4300	28.94	
5009047566	12/08/2022	Humphrey, Jamie L	010-4300	160.20	
5009047569	12/08/2022	Hudson, Jeffery	010-4300	94.79	
5009047570	12/08/2022	Valencia Macias, Melody	010-4300	91.08	
5009047576	12/08/2022	Blick Art Materials	010-4300	2,111.09	
5009047578	12/08/2022	Curriculum Associates	010-4300	286.32	
5009047581	12/08/2022	FLINN SCIENTIFIC, INC.	010-4300	4,044.19	
5009047582	12/08/2022	Horalis Rodriguez dba HR Entertainment	010-4300	29,116.50	
5009047583	12/08/2022	Integrated Fire and Safety	010-4300	900.00	
5009047591	12/08/2022	Savvas Learning Company	010-4300	3,203.29	
5009047592	12/08/2022	SCHOOL SPECIALTY, LLC	010-4300	331.51	
5009047595	12/08/2022	Southwest School & Office Supply	010-4300	2,332.41	
5009047601	12/08/2022	Western Psychological Services	010-4300	186.00	
5009047603	12/12/2022	AMAZON CAPITAL SERVICES	010-4300	8,678.85	
5009047606	12/12/2022	Brock Optical	010-4300	1,848.00	
5009047624	12/12/2022	LAKESHORE	010-4300	845.06	
5009047625	12/12/2022	MONTGOMERY HARDWARE CO.	010-4300	668.38	
5009047630	12/12/2022	ODP Business Solutions	010-4300	9,671.75	
5009047631	12/12/2022	Ojal Raptor Center	010-4300	473.00	
5009047636	12/12/2022	Savvas Learning Company	010-4300	943.92	
5009047637	12/12/2022	SC FUELS	010-4300	4,040.48	
5009047638	12/12/2022	Scantco In.	010-4300	655.50	
5009047639	12/12/2022	SCHOLASTIC	010-4300	145.20	
5009047640	12/12/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	3,109.77	
5009047657	12/13/2022	Earth Easy	010-4300	2,369.80	
5009047665	12/13/2022	POSITIVE PROMOTIONS	010-4300	789.21	
5009047671	12/13/2022	Sweetwater	010-4300	3,553.58	
5009047680	12/15/2022	Hernandez, Maria M	010-4300	220.40	
5009047682	12/15/2022	Jimenez, Margarita C	010-4300	195.60	
5009047684	12/15/2022	Munoz, Brenda	010-4300	242.62	
5009047687	12/15/2022	Aswell Trophy	010-4300	434.27	
5009047693	12/15/2022	Franklin Covey	010-4300	4,127.75	

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

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**ReqPay12a**

**Board Report**

Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047694	12/15/2022	Glowforge.com	010-4300	22.52	
5009047698	12/15/2022	LAKESHORE	010-4300	4,921.14	
5009047701	12/15/2022	PRO-ED, INC	010-4300	752.74	
5009047702	12/15/2022	SCHOLASTIC	010-4300	840.51	
5009047703	12/15/2022	SCHOLASTIC	010-4300	3,177.68	
5009047704	12/15/2022	SCHOOL SPECIALTY, LLC	010-4300	133.13	
5009047705	12/15/2022	Skechers USA Inc.	010-4300	820.03	
5009047708	12/15/2022	Sphero, Inc.	010-4300	81.32	
5009047709	12/15/2022	SUPER DUPER PUBLICATIONS	010-4300	560.83	
5009047716	12/20/2022	Mosqueda, Margarita	010-4300	205.68	
5009047717	12/20/2022	Vazquez, Sarah E	010-4300	103.68	
5009047720	12/20/2022	Advance Auto Parts	010-4300	283.04	
5009047723	12/20/2022	AquaPhoenix Scientific, LLC	010-4300	4,847.70	
5009047724	12/20/2022	Aswell Trophy	010-4300	1,996.09	
5009047728	12/20/2022	Cloud 9 Sports, LLC	010-4300	3,054.63	
5009047731	12/20/2022	Museum of Science, EIE	010-4300	3,593.81	
5009047732	12/20/2022	El Pollo Norteno, Inc	010-4300	2,512.50	
5009047737	12/20/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4300	116.69	
5009047741	12/20/2022	GIBBS INTERNATIONAL	010-4300	132.18	
5009047742	12/20/2022	Green Thumb Nursery	010-4300	1,615.81	
5009047743	12/20/2022	Raul Ramirez Flores DBA Hersi Party Services	010-4300	1,920.00	
5009047747	12/20/2022	IXL Learning	010-4300	248.00	
5009047749	12/20/2022	JW Pepper & Son, Inc.	010-4300	2,121.01	
5009047752	12/20/2022	LAKESHORE	010-4300	386.68	
5009047754	12/20/2022	Lawson Products	010-4300	276.68	
5009047755	12/20/2022	Learning Without Tears	010-4300	114.66	
5009047756	12/20/2022	Mark It Place	010-4300	1,206.56	
5009047759	12/20/2022	Eazel Enterprises Inc.	010-4300	3,277.50	
5009047762	12/20/2022	PEARSON	010-4300	883.88	
5009047764	12/20/2022	PRINTECH	010-4300	352.79	
5009047767	12/20/2022	Riverside Insights	010-4300	2,505.66	
5009047768	12/20/2022	S & S WORLDWIDE	010-4300	999.40	
5009047770	12/20/2022	U.S. Bank Corporate Payment Systems	010-4300	28,620.95	
5009047772	12/27/2022	Waizer, Mary E	010-4300	201.03	
5009047774	12/27/2022	Marla, Julie E	010-4300	10.80	
5009047775	12/27/2022	Vazquez, Sarah E	010-4300	36.97	
5009047776	12/27/2022	Emery, Ryan	010-4300	10.26	
5009047777	12/27/2022	Gray, Ethan T	010-4300	176.39	
5009047779	12/27/2022	AMAZON CAPITAL SERVICES	010-4300	17,307.21	
5009047781	12/27/2022	Aswell Trophy	010-4300	279.57	
5009047784	12/27/2022	BARON INDUSTRIES	010-4300	4.72	
5009047791	12/27/2022	Grainger	010-4300	430.88	
5009047792	12/27/2022	HOME DEPOT CREDIT SERVICES	010-4300	4,345.64	
5009047793	12/27/2022	O'Reilly Auto Parts	010-4300	12.07	

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 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047794	12/27/2022	ODP Business Solutions	010-4300	14,511.05	
5009047795	12/27/2022	PARADISE CHEVROLET	010-4300	232.20	
5009047797	12/27/2022	Refrigeration Supp Distrib.	010-4300	594.32	
5009047798	12/27/2022	SC FUELS	010-4300	5,362.52	
5009047799	12/27/2022	SCHOOL SPECIALTY, LLC	010-4300	5,025.43	
5009047800	12/27/2022	Marenem Inc. c/o Secret Stories	010-4300	1,205.05	
5009047802	12/27/2022	Southwest School & Office Supply	010-4300	600.88	
5009047803	12/27/2022	SUPER DUPER PUBLICATIONS	010-4300	301.37	
5009047808	12/27/2022	Traffic Technologies, LLC	010-4300	174.80	
5009047809	12/27/2022	USI	010-4300	126.47	
5009047815	12/27/2022	Winsor Learning, Inc	010-4300	2,024.95	
5009047816	12/27/2022	WINZER	010-4300	434.89	
5009047818	12/27/2022	Western Psychological Services	010-4300	465.00	
5009047901	01/03/2023	Advance Auto Parts	010-4300	349.60	
5009047905	01/03/2023	CCP Industries Inc.	010-4300	691.47	
5009047907	01/03/2023	DE SOTO SALES	010-4300	59.58	
5009047916	01/03/2023	Hayes Graphics	010-4300	42.90	
5009047917	01/03/2023	Integrated Fire and Safety	010-4300	417.83	
5009047918	01/03/2023	KAPCO	010-4300	236.59	
5009047919	01/03/2023	Kimball Midwest	010-4300	2,698.95	
5009047921	01/03/2023	Learning Without Tears	010-4300	512.68	
5009047922	01/03/2023	Linde Gas & Equipment Inc.	010-4300	114.37	
5009047924	01/03/2023	The Math Learning Center	010-4300	1,383.38	
5009047926	01/03/2023	Modular Robotics Inc.	010-4300	276.00	
5009047927	01/03/2023	MONTGOMERY HARDWARE CO.	010-4300	2,035.06	
5009047929	01/03/2023	Proforma	010-4300	6,716.58	
5009047931	01/03/2023	SCHOOL SPECIALTY, LLC	010-4300	989.70	
5009047933	01/03/2023	Southwest School & Office Supply	010-4300	385.79	
5009047452	12/01/2022	House Sanitary Supply	010-4325	259.13	
5009047491	12/05/2022	Pioneer Chemical Co	010-4325	1,025.70	
5009047522	12/06/2022	House Sanitary Supply	010-4325	140.54	
5009047618	12/12/2022	House Sanitary Supply	010-4325	622.16	
5009047633	12/12/2022	Pioneer Chemical Co	010-4325	5,220.79	
5009047700	12/15/2022	Pioneer Chemical Co	010-4325	3,475.80	
5009047745	12/20/2022	House Sanitary Supply	010-4325	9,472.55	
5009047763	12/20/2022	Pioneer Chemical Co	010-4325	1,316.58	
5009047530	12/06/2022	MONTGOMERY HARDWARE CO.	010-4335	2,611.05	
5009047625	12/12/2022	MONTGOMERY HARDWARE CO.	010-4335	746.36	
5009047927	01/03/2023	MONTGOMERY HARDWARE CO.	010-4335	2,272.47	
5009047443	12/01/2022	Ewing Irrigation Products Inc	010-4360	698.43	
5009047450	12/01/2022	Green Thumb Nursery	010-4360	311.25	
5009047494	12/05/2022	SC FUELS	010-4360	545.78	
5009047534	12/06/2022	O'Reilly Auto Parts	010-4360	468.23	
5009047535	12/06/2022	Pacific Equipment	010-4360	707.42	
5009047613	12/12/2022	Ewing Irrigation Products Inc	010-4360	277.75	
5009047637	12/12/2022	SC FUELS	010-4360	631.98	

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Checks Dated 12/01/2022 through 01/04/2023					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047691	12/15/2022	Ewing Irrigation Products Inc	010-4360	300.67	
5009047734	12/20/2022	Ewing Irrigation Products Inc	010-4360	74.54	
5009047787	12/27/2022	Ewing Irrigation Products Inc	010-4360	64.06	
5009047792	12/27/2022	HOME DEPOT CREDIT SERVICES	010-4360	2,392.68	
5009047798	12/27/2022	SC FUELS	010-4360	838.76	
5009047430	12/01/2022	Airgas	010-4400	70.24	
5009047438	12/01/2022	C D W GOVERNMENT, INC.	010-4400	806.01	
5009047477	12/05/2022	B & H Photo Video	010-4400	1,291.60	
5009047487	12/05/2022	LAKESHORE	010-4400	2,154.24	
5009047495	12/05/2022	Pacific OneSource, Inc STS education	010-4400	1,466.01	
5009047526	12/06/2022	LAKESHORE	010-4400	2,175.94	
5009047603	12/12/2022	AMAZON CAPITAL SERVICES	010-4400	4,508.51	
5009047698	12/15/2022	LAKESHORE	010-4400	3,513.94	
5009047770	12/20/2022	U.S. Bank Corporate Payment Systems	010-4400	1,497.71	
5009047819	12/27/2022	Xcloud LLC	010-4400	17,266.88	
5009047931	01/03/2023	SCHOOL SPECIALTY, LLC	010-4400	638.82	
5009047933	01/03/2023	Southwest School & Office Supply	010-4400	247.86	
5009047442	12/01/2022	EverDriven Technologies	010-5100	1,279.51	
5009047463	12/01/2022	Ventura County SELPA	010-5100	39,081.02	
5009047473	12/05/2022	360 Degree Customer Inc.	010-5100	47,673.40	
5009047489	12/05/2022	PASSAGEWAY, INC.	010-5100	4,193.73	
5009047509	12/06/2022	AMN Allied Services LLC	010-5100	3,072.12	
5009047523	12/06/2022	Horalia Rodriguez dba HR Entertainment	010-5100	1,273.49	
5009047529	12/06/2022	Maxim Healthcare Staffing	010-5100	7,506.20	
5009047538	12/06/2022	New Direction Solutions LLC Pro Care Therapy	010-5100	3,942.54	
5009047546	12/06/2022	The Stepping stones Group, LLC	010-5100	9,216.72	
5009047575	12/08/2022	360 Degree Customer Inc.	010-5100	41,762.64	
5009047597	12/08/2022	TherapyTravelers LLC	010-5100	2,130.97	
5009047599	12/08/2022	Tammy Van Fleet, PHD, BCBAD	010-5100	327.57	
5009047619	12/12/2022	Horalia Rodriguez dba HR Entertainment	010-5100	1,025.00	
5009047654	12/13/2022	Children's Therapy Network Inc	010-5100	96.00	
5009047690	12/15/2022	EverDriven Technologies	010-5100	1,059.04	
5009047710	12/15/2022	The Stepping stones Group, LLC	010-5100	2,138.73	
5009047711	12/15/2022	TherapyTravelers LLC	010-5100	5.72	
5009047718	12/20/2022	360 Degree Customer Inc.	010-5100	20,501.38	
5009047757	12/20/2022	Maxim Healthcare Staffing	010-5100	15,614.09	
5009047765	12/20/2022	Protocol Agency, Inc.	010-5100	1,950.59	
5009047801	12/27/2022	Soliant Health LLC	010-5100	8,969.41	
5009047806	12/27/2022	The Stepping stones Group, LLC	010-5100	1,889.82	
5009047807	12/27/2022	TherapyTravelers LLC	010-5100	1,081.32	
5009047902	01/03/2023	AMN Allied Services LLC	010-5100	3,255.22	
5009047912	01/03/2023	EverDriven Technologies	010-5100	2,656.58	
5009047930	01/03/2023	Protocol Agency, Inc.	010-5100	2,053.25	

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## Board Report

Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047935	01/03/2023	Tammy Van Fleet, PHD, BCBAD	010-5100	291.18	
5009047425	12/01/2022	Escobar, Hugo M	010-5200	40.00	
5009047426	12/01/2022	Amparan, Naomi A	010-5200	52.38	
5009047460	12/01/2022	Lynette Kuchta	010-5200	929.35	
5009047468	12/01/2022	VCSCA	010-5200	150.00	
5009047470	12/01/2022	Wael Saleh	010-5200	875.00	
5009047499	12/05/2022	VCSCA	010-5200	75.00	
5009047502	12/05/2022	Ventura County Office of Education Business	010-5200	40.00	
5009047508	12/06/2022	AMAZON CAPITAL SERVICES	010-5200	48.04	
5009047548	12/06/2022	Robin Van Eyk	010-5200	1,136.09	
5009047556	12/08/2022	Hernandez, Maria M	010-5200	282.50	
5009047559	12/08/2022	Montecino, Katherine E	010-5200	246.25	
5009047560	12/08/2022	Escobar, Hugo M	010-5200	45.00	
5009047565	12/08/2022	Galvan, Yanixsa M	010-5200	185.00	
5009047567	12/08/2022	Minnis, Krista J	010-5200	20.00	
5009047568	12/08/2022	Hudson, Leslie	010-5200	326.25	
5009047571	12/08/2022	Espinoza, Omar	010-5200	85.00	
5009047572	12/08/2022	Ransom, Ann M	010-5200	70.00	
5009047574	12/08/2022	Miranda, Claudia	010-5200	41.74	
5009047590	12/08/2022	Rio School District	010-5200	870.00	
5009047602	12/12/2022	Carrillo, Josefina	010-5200	194.76	
5009047649	12/13/2022	Maria, Julie E	010-5200	259.75	
5009047650	12/13/2022	Amparan, Naomi A	010-5200	71.44	
5009047651	12/13/2022	Gomez, Abigail J	010-5200	12.19	
5009047652	12/13/2022	Hudson, Jeffery	010-5200	256.25	
5009047681	12/15/2022	Escobar, Hugo M	010-5200	45.00	
5009047683	12/15/2022	Maclas, Melissa	010-5200	41.25	
5009047685	12/15/2022	Vazquez, Candy	010-5200	260.00	
5009047695	12/15/2022	MARIA HERNANDEZ	010-5200	1,027.67	
5009047770	12/20/2022	U.S. Bank Corporate Payment Systems	010-5200	23,173.52	
5009047779	12/27/2022	AMAZON CAPITAL SERVICES	010-5200	504.42	
5009047427	12/01/2022	ACSA	010-5300	1,000.00	
5009047675	12/13/2022	VENTURA COUNTY SCHOOL BOARD	010-5300	200.00	
5009047770	12/20/2022	U.S. Bank Corporate Payment Systems	010-5300	1,279.87	
5009047925	01/03/2023	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009047936	01/03/2023	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5450	399,622.00	
5009047517	12/06/2022	SOUTHERN CALIF. EDISON	010-5520	30,781.59	
5009047658	12/13/2022	SOUTHERN CALIF. EDISON	010-5520	29,982.93	
5009047786	12/27/2022	SOUTHERN CALIF. EDISON	010-5520	4,549.33	
5009047909	01/03/2023	SOUTHERN CALIF. EDISON	010-5520	23,838.38	
5009047447	12/01/2022	THE GAS COMPANY	010-5530	4,412.04	
5009047790	12/27/2022	THE GAS COMPANY	010-5530	3,941.98	

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## ReqPay12a

## Board Report

Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047513	12/08/2022	CULLIGAN WATER	010-5540	363.75	
5009047598	12/08/2022	UNITED WATER CONSERVATION DIST	010-5540	3,334.86	
5009047655	12/13/2022	CITY OF OXNARD	010-5540	39,074.41	
5009047664	12/13/2022	Oxnard Union High School Distr ict	010-5540	29,137.09	
5009047686	12/15/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	300.00	
5009047727	12/20/2022	California American Water	010-5540	257.89	
5009047483	12/05/2022	E J Harrison & Sons	010-5560	501.36	
5009047689	12/15/2022	E J Harrison & Sons	010-5560	417.79	
5009047808	01/03/2023	E J Harrison & Sons	010-5560	10,186.94	
5009047482	12/05/2022	City Of Oxnard-City Treasurer	010-5561	55.60	
5009047579	12/08/2022	City Of Oxnard-City Treasurer	010-5561	27.80	
5009047645	12/12/2022	Swank Movie Licensing USA	010-5600	4,888.00	
5009047699	12/15/2022	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5600	1,856.62	
5009047729	12/20/2022	De Lage Landen Financial Servi cas, Inc.	010-5600	423.31	
5009047770	12/20/2022	U.S. Bank Corporate Payment Systems	010-5600	1,348.00	
5009047432	12/01/2022	AMERICAN BUILDING COMFORT	010-5610	1,272.39	
5009047448	12/01/2022	GIBBS INTERNATIONAL	010-5610	14,852.95	
5009047528	12/06/2022	M/M Mechanical Inc.	010-5610	6,613.99	
5009047544	12/08/2022	TELCOM, INC	010-5610	1,435.11	
5009047551	12/08/2022	YAMA LAWNMOWER REPAIR	010-5610	93.73	
5009047594	12/08/2022	Sonitrol	010-5610	685.35	
5009047641	12/12/2022	SERVICE PRO-FIRE PROTECTION	010-5610	407.00	
5009047642	12/12/2022	Sonitrol	010-5610	5,986.54	
5009047664	12/13/2022	Oxnard Union High School Distr ict	010-5610	15,037.71	
5009047722	12/20/2022	AMERICAN BUILDING COMFORT	010-5610	125.00	
5009047725	12/20/2022	Auto Tech	010-5610	562.25	
5009047923	01/03/2023	M/M Mechanical Inc.	010-5610	10,497.67	
5009047932	01/03/2023	Sonitrol	010-5610	123.24	
5009047623	12/12/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	5,049.48	
5009047697	12/15/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	328.11	
5009047589	12/08/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	414.33	
5009047917	01/03/2023	Integrated Fire and Safety	010-5620	723.73	
5009047674	12/13/2022	United Site Services	010-5630	4,146.36	
5009047692	12/15/2022	Fence Factory Rentals	010-5630	98.33	
5009047913	01/03/2023	Fence Factory Rentals	010-5630	98.33	
5009047428	12/01/2022	Adam Burton	010-5800	2,500.00	
5009047431	12/01/2022	All Languages Interpreting	010-5800	1,938.38	
5009047439	12/01/2022	Stephen Clark	010-5800	450.00	
5009047442	12/01/2022	EverDriven Technologies	010-5800	1,240.49	

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**Board Report**

Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047453	12/01/2022	ISLAND PACKERS CRUISES	010-5800	630.00	
5009047454	12/01/2022	ISLAND PACKERS CRUISES	010-5800	756.00	
5009047455	12/01/2022	ISLAND PACKERS CRUISES	010-5800	1,260.00	
5009047456	12/01/2022	James Jack Kehr	010-5800	300.00	
5009047457	12/01/2022	Learning Priority, Inc	010-5800	4,950.00	
5009047459	12/01/2022	Live Scan Ventura	010-5800	156.00	
5009047463	12/01/2022	Ventura County SELPA	010-5800	3,578.98	
5009047464	12/01/2022	Steve Sunnarborg	010-5800	1,000.00	
5009047465	12/01/2022	Sweetwater	010-5800	9,177.00	
5009047471	12/01/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	982.00	
5009047473	12/05/2022	360 Degree Customer Inc.	010-5800	2,796.60	
5009047474	12/05/2022	Amplified IT	010-5800	12,840.00	
5009047480	12/05/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	600.00	
5009047484	12/05/2022	Luis Gerardo Guillen	010-5800	1,010.00	
5009047489	12/05/2022	PASSAGEWAY, INC.	010-5800	1,444.87	
5009047492	12/05/2022	Prodigy Education Inc.	010-5800	1,200.00	
5009047496	12/05/2022	SCRIPPS NATIONAL SPELLING BEE	010-5800	182.50	
5009047498	12/05/2022	Vanessa Alva	010-5800	375.00	
5009047500	12/05/2022	Ventura County Office of Education Business	010-5800	25.00	
5009047501	12/05/2022	Ventura County Office of Education Business	010-5800	25.00	
5009047503	12/05/2022	Ventura County Office of Education Business	010-5800	20.00	
5009047504	12/05/2022	Ventura County Office of Education Business	010-5800	35.00	
5009047505	12/05/2022	Dr. Elizabeth Yeager	010-5800	2,643.75	
5009047507	12/06/2022	Alpha Card Systems, LLC	010-5800	599.00	
5009047509	12/06/2022	AMN Allied Services LLC	010-5800	702.88	
5009047512	12/06/2022	TIME WARNER CABLE	010-5800	4.75	
5009047521	12/06/2022	Luis Gerardo Guillen	010-5800	350.00	
5009047523	12/06/2022	Horalia Rodriguez dba HR Entertainment	010-5800	776.51	
5009047524	12/06/2022	Jasmine Keys	010-5800	900.00	
5009047529	12/06/2022	Maxim Healthcare Staffing	010-5800	733.61	
5009047531	12/06/2022	Most Excellent Enterprises	010-5800	750.00	
5009047532	12/06/2022	N2Y, LLC	010-5800	4,782.35	
5009047538	12/06/2022	New Direction Solutions LLC Pro Care Therapy	010-5800	1,780.96	
5009047539	12/06/2022	Professional Tutors of America	010-5800	1,935.00	
5009047542	12/06/2022	SERVICE PRO-FIRE PROTECTION	010-5800	3,689.00	
5009047546	12/06/2022	The Stepping stones Group, LLC	010-5800	2,456.46	
5009047575	12/08/2022	360 Degree Customer Inc.	010-5800	977.22	
5009047580	12/08/2022	FGL Environmental	010-5800	63.00	
5009047584	12/08/2022	Legends of Learning, Inc,	010-5800	1,700.00	

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## Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047585	12/08/2022	Newsela, Inc	010-5800	750.00	
5009047586	12/08/2022	OC Tech Innovations Corp	010-5800	2,520.00	
5009047588	12/08/2022	RCD of Santa Monica Mountains	010-5800	5,640.00	
5009047593	12/08/2022	SERVICE PRO-FIRE PROTECTION	010-5800	650.00	
5009047594	12/08/2022	Sonitrol	010-5800	2,112.29	
5009047597	12/08/2022	TherapyTravelers LLC	010-5800	1,839.71	
5009047599	12/08/2022	Tammy Van Fleet, PHD, BCBAD	010-5800	909.93	
5009047607	12/12/2022	Carlos Dimas	010-5800	2,050.00	
5009047608	12/12/2022	TIME WARNER CABLE	010-5800	451.00	
5009047609	12/12/2022	Stephen Clark	010-5800	500.00	
5009047611	12/12/2022	Edward Lee Layman	010-5800	1,100.00	
5009047612	12/12/2022	Emma E. Mikita	010-5800	900.00	
5009047615	12/12/2022	Franklin Covey	010-5800	1,500.00	
5009047617	12/12/2022	Golden State Alarms, Inc.	010-5800	13,820.00	
5009047619	12/12/2022	Horalia Rodriguez dba HR Entertainment	010-5800	625.00	
5009047626	12/12/2022	Most Excellent Enterprises	010-5800	1,800.00	
5009047629	12/12/2022	Nee Quaison Sackey	010-5800	1,800.00	
5009047635	12/12/2022	Santa Barbara AirBus	010-5800	1,590.00	
5009047641	12/12/2022	SERVICE PRO-FIRE PROTECTION	010-5800	1,947.00	
5009047642	12/12/2022	Sonitrol	010-5800	18,450.83	
5009047643	12/12/2022	Spriego, Inc.	010-5800	3,825.00	
5009047644	12/12/2022	Steve Sunnarborg	010-5800	1,025.00	
5009047646	12/12/2022	T-Mobile	010-5800	347.40	
5009047654	12/13/2022	Children's Therapy Network Inc	010-5800	480.00	
5009047661	12/13/2022	Luis Gerardo Guillen	010-5800	1,250.00	
5009047662	12/13/2022	John Tracy Center	010-5800	735.00	
5009047668	12/13/2022	Scholastic Inc.	010-5800	2,120.98	
5009047669	12/13/2022	Studies Weekly	010-5800	612.29	
5009047670	12/13/2022	Super Nature Adventures. LLC	010-5800	2,800.00	
5009047676	12/13/2022	VENTURA COUNTY FARM TO SCHOOL	010-5800	2,800.00	
5009047679	12/15/2022	Hardy, Kevin	010-5800	200.00	
5009047688	12/15/2022	Charles Dillon	010-5800	400.00	
5009047690	12/15/2022	EverDriven Technologies	010-5800	942.58	
5009047696	12/15/2022	IXL Learning	010-5800	12,350.00	
5009047707	12/15/2022	STARFALL EDU. FOUNDATION	010-5800	355.00	
5009047708	12/15/2022	Steve Peters	010-5800	400.00	
5009047710	12/15/2022	The Stepping stones Group, LLC	010-5800	570.02	
5009047711	12/15/2022	TherapyTravelers LLC	010-5800	4.93	
5009047712	12/15/2022	Typing Agent	010-5800	5,040.00	
5009047714	12/15/2022	John Gallardo	010-5800	100.00	
5009047715	12/15/2022	Kevin R. Kenney	010-5800	100.00	
5009047718	12/20/2022	360 Degree Customer Inc.	010-5800	479.72	
5009047719	12/20/2022	Adam Burton	010-5800	1,350.00	
5009047721	12/20/2022	Amanda Lynn Krogh	010-5800	1,200.00	

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Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047733	12/20/2022	Emma E. Mikita	010-5800	600.00	
5009047740	12/20/2022	Luis Gerardo Guillen	010-5800	1,300.00	
5009047747	12/20/2022	IXL Learning	010-5800	7,500.00	
5009047748	12/20/2022	Jasmine Keys	010-5800	500.00	
5009047757	12/20/2022	Maxim Healthcare Staffing	010-5800	1,526.00	
5009047758	12/20/2022	Most Excellent Enterprises	010-5800	1,100.00	
5009047760	12/20/2022	Nee Quaison Sackey	010-5800	1,444.00	
5009047765	12/20/2022	Protocol Agency, Inc.	010-5800	557.41	
5009047769	12/20/2022	Steve Sunnarborg	010-5800	870.66	
5009047770	12/20/2022	U.S. Bank Corporate Payment Systems	010-5800	3,008.06	
5009047773	12/27/2022	Murillo, Ignacio	010-5800	90.00	
5009047801	12/27/2022	Soliant Health LLC	010-5800	2,185.79	
5009047808	12/27/2022	The Stepping stones Group, LLC	010-5800	503.68	
5009047807	12/27/2022	TherapyTravelers LLC	010-5800	933.52	
5009047810	12/27/2022	Ventura County Office of Education Business	010-5800	25.00	
5009047811	12/27/2022	Ventura County Star	010-5800	41.40-	
5009047814	12/27/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	5,238.00	
5009047817	12/27/2022	Lakeland Holdings, LLC	010-5800	2,545.00	
5009047875	12/29/2022	Mind Research Institute	010-5800	36,320.00	
5009047899	12/29/2022	Wonder Media, LLC	010-5800	17,200.00	
5009047900	01/03/2023	Abundance Internet Inc.	010-5800	2,215.00	
5009047902	01/03/2023	AMN Allied Services LLC	010-5800	744.78	
5009047903	01/03/2023	AVID CENTER	010-5800	1,025.00	
5009047904	01/03/2023	California Lutheran University CRLP	010-5800	9,400.00	
5009047910	01/03/2023	Edward Lee Layman	010-5800	1,350.00	
5009047911	01/03/2023	Emma E. Mikita	010-5800	550.00	
5009047912	01/03/2023	EverDriven Technologies	010-5800	2,563.42	
5009047915	01/03/2023	Luis Gerardo Guillen	010-5800	1,300.00	
5009047920	01/03/2023	Lawrence A. Wolf	010-5800	2,176.00	
5009047928	01/03/2023	Platinum tow & Transport	010-5800	350.00	
5009047930	01/03/2023	Protocol Agency, Inc.	010-5800	586.75	
5009047932	01/03/2023	Sonitrol	010-5800	379.80	
5009047935	01/03/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	808.82	
5009047476	12/05/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	15.59	
5009047510	12/08/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	103,242.71	
5009047627	12/12/2022	Myers, Widders, Gibson, Jones	010-5802	1,924.76	
5009047459	12/01/2022	Live Scan Ventura	010-5804	1,352.00	
5009047446	12/01/2022	Frontier Communications	010-5900	401.67	
5009047605	12/12/2022	AT&T	010-5900	295.12	
5009047614	12/12/2022	FEDEX	010-5900	44.42	
5009047648	12/13/2022	Hernandez, Maria M	010-5900	100.00	
5009047660	12/13/2022	Frontier Communications	010-5900	348.88	

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 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047736	12/20/2022	FEDEX	010-5900	53.29	
5009047739	12/20/2022	Frontier Communications	010-5900	239.57	
5009047782	12/27/2022	AT&T	010-5900	2,307.76	
5009047788	12/27/2022	FEDEX	010-5900	60.26	
5009047914	01/03/2023	Frontier Communications	010-5900	777.42	
5009047577	12/08/2022	CMRS-FP	010-5915	15,000.00	
5009047677	12/13/2022	VERIZON WIRELESS	010-5920	465.18	
5009047751	12/20/2022	KENCO CONSTRUCTION SERVICES	010-6145	2,100.00	
5009047472	12/05/2022	Ramirez, Ofelia A	010-9201	1,120.00	
5009047537	12/08/2022	Public Employees Retirement	010-9201	1,000.00	
5009047573	12/08/2022	Martinez, Jorge E	010-9201	694.78	
5009047778	12/27/2022	Gonzalez, Carlos	010-9201	2,700.00	
5009047821	12/29/2022	Velasquez, Lisa M	010-9201	218.37	
5009047822	12/29/2022	Navarro Aldana, Mariana	010-9201	1,332.21	
5009047438	12/01/2022	C D W GOVERNMENT, INC.	010-9510	1,397.88	
5009047497	12/05/2022	SISC FINANCE	010-9516	8,716.69	
			010-9534	670,569.45	
			010-9537	30,581.01	
5009047934	01/03/2023	Tax Deferred Services Corporate Office Suite 208	010-9539	83,174.33	
5009047823	12/29/2022	Gilbert Acosta	010-9540	2,424.60	
5009047824	12/29/2022	Maria Acosta	010-9540	2,424.60	
5009047825	12/29/2022	Marylou Almilli	010-9540	2,472.51	
5009047826	12/29/2022	SALLY ALVARADO	010-9540	2,424.60	
5009047827	12/29/2022	BARBARA ALVIDREZ	010-9540	2,424.60	
5009047828	12/29/2022	Maria Angeles	010-9540	2,424.60	
5009047829	12/29/2022	Anthony Urban	010-9540	2,424.60	
5009047830	12/29/2022	REBECCA BARBETTI	010-9540	2,472.51	
5009047831	12/29/2022	Sharon Bellman	010-9540	2,472.51	
5009047832	12/29/2022	Maria Benitez	010-9540	2,424.60	
5009047833	12/29/2022	Belinda Betancourt	010-9540	2,424.60	
5009047834	12/29/2022	SHIRLEY BROWN	010-9540	2,424.60	
5009047835	12/29/2022	Julie Burchmore	010-9540	2,472.51	
5009047836	12/29/2022	Melinda Carrillo	010-9540	2,472.51	
5009047837	12/29/2022	Carmen Carrillo	010-9540	2,424.60	
5009047838	12/29/2022	Jonathan Castillo	010-9540	2,424.60	
5009047839	12/29/2022	GAYLE COLEMAN	010-9540	2,472.51	
5009047840	12/29/2022	Teresa Blanche Contreras	010-9540	2,424.60	
5009047841	12/29/2022	John Cort	010-9540	2,472.51	
5009047842	12/29/2022	Arla B Crane	010-9540	2,472.51	
5009047843	12/29/2022	Kathleen Crowe	010-9540	2,472.51	
5009047844	12/29/2022	David Davidson	010-9540	2,472.51	
5009047845	12/29/2022	Doug Norvell	010-9540	2,424.60	
5009047847	12/29/2022	Joanne Espinoza-Law	010-9540	2,472.51	
5009047848	12/29/2022	Catherine Espinoza	010-9540	2,424.60	
5009047849	12/29/2022	Carolee Feitch	010-9540	2,424.60	

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

ESCAPE ONLINE

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Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047850	12/29/2022	Jeanne Foster	010-9540	2,424.60	
5009047851	12/29/2022	KATHLEEN FRANKLIN	010-9540	2,472.51	
5009047852	12/29/2022	Susanne Frank	010-9540	2,472.51	
5009047853	12/29/2022	Ruth Fraser	010-9540	2,472.51	
5009047854	12/29/2022	JARREL FULLER	010-9540	2,472.51	
5009047855	12/29/2022	Claudene Gammon	010-9540	2,472.51	
5009047856	12/29/2022	Geoff Godfrey	010-9540	2,472.51	
5009047857	12/29/2022	Maria L. Godinez	010-9540	2,472.51	
5009047858	12/29/2022	Helene Gollub	010-9540	2,472.51	
5009047859	12/29/2022	CAROLYN GRACE	010-9540	2,472.51	
5009047860	12/29/2022	Susan Hamada	010-9540	2,472.51	
5009047861	12/29/2022	Milton R. Hamon	010-9540	2,472.51	
5009047862	12/29/2022	HARRY BARNACK	010-9540	2,424.60	
5009047863	12/29/2022	Harold Kennedy	010-9540	2,472.51	
5009047864	12/29/2022	Jo Ann Kennedy	010-9540	2,472.51	
5009047865	12/29/2022	Georgia Kerns	010-9540	2,472.51	
5009047866	12/29/2022	LAURA KRALL	010-9540	2,472.51	
5009047867	12/29/2022	Meredith Kruger	010-9540	2,472.51	
5009047868	12/29/2022	Christina Leonard	010-9540	2,424.60	
5009047869	12/29/2022	BEN LUCE	010-9540	2,472.51	
5009047870	12/29/2022	Marcia Marino	010-9540	2,472.51	
5009047871	12/29/2022	Joan Mayeda	010-9540	2,472.51	
5009047872	12/29/2022	APRIL MCCARTHY	010-9540	2,472.51	
5009047873	12/29/2022	Shirley McCafferty	010-9540	2,472.51	
5009047874	12/29/2022	Gail Nakamura-Meagher	010-9540	2,472.51	
5009047876	12/29/2022	Virginia Nedaleff	010-9540	2,472.51	
5009047877	12/29/2022	Debbie Orosco	010-9540	2,472.51	
5009047878	12/29/2022	Phil Otero	010-9540	2,472.51	
5009047879	12/29/2022	RUDY PALAZUELOS	010-9540	2,424.60	
5009047880	12/29/2022	Pattis R. Thompson	010-9540	2,472.51	
5009047881	12/29/2022	YVONNE RAILLEY	010-9540	2,472.51	
5009047882	12/29/2022	Jose Rodriguez	010-9540	2,424.60	
5009047884	12/29/2022	SALLIE SANCHEZ	010-9540	2,472.51	
5009047885	12/29/2022	Darlene Serros	010-9540	2,472.51	
5009047886	12/29/2022	Linda Shaffer	010-9540	2,472.51	
5009047887	12/29/2022	Andrea Shaub	010-9540	2,472.51	
5009047888	12/29/2022	LYNN SILVIERA	010-9540	2,424.60	
5009047889	12/29/2022	CAROL SPRACKLEN	010-9540	2,472.51	
5009047890	12/29/2022	BEVERLY STARK	010-9540	2,472.51	
5009047891	12/29/2022	Eleanor Syrett	010-9540	2,472.51	
5009047892	12/29/2022	Gwen Thomas	010-9540	2,472.51	
5009047893	12/29/2022	HELEN TORRES	010-9540	2,424.60	
5009047894	12/29/2022	Jayne Tucker	010-9540	2,472.51	
5009047895	12/29/2022	Christina Valdivia	010-9540	2,424.60	
5009047896	12/29/2022	Lenora Weinerth	010-9540	2,472.51	
5009047897	12/29/2022	Darylene Williams	010-9540	2,472.51	

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 12/01/2022 through 01/04/2023					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047898	12/29/2022	Sharlene Wilson	010-9540	2,472.51	
5009047616	12/12/2022	THE GAS COMPANY	Cancelled		3,941.98 *
Cancel	1	3,941.98			
Total Number of Checks			453	2,726,014.01	
5009047444	12/01/2022	Farmivore Inc	130-4300	22.68	
5009047462	12/01/2022	Sam's Club Direct	130-4300	53.47	
5009047478	12/05/2022	Best Equipment Repair Service	130-4300	208.50	
5009047508	12/06/2022	AMAZON CAPITAL SERVICES	130-4300	681.59	
5009047519	12/06/2022	Farmivore Inc	130-4300	5.49	
5009047603	12/12/2022	AMAZON CAPITAL SERVICES	130-4300	667.03	
5009047659	12/13/2022	Farmivore Inc	130-4300	25.08	
5009047735	12/20/2022	Farmivore Inc	130-4300	4.21	
5009047779	12/27/2022	AMAZON CAPITAL SERVICES	130-4300	854.38	
5009047792	12/27/2022	HOME DEPOT CREDIT SERVICES	130-4300	771.77	
5009047811	12/27/2022	Ventura County Star	130-4300	391.46	
5009047441	12/01/2022	Driftwood Dairy, Inc.	130-4710	8,608.89	
5009047444	12/01/2022	Farmivore Inc	130-4710	1,747.32	
5009047461	12/01/2022	Ramiro Avina	130-4710	1,120.00	
5009047462	12/01/2022	Sam's Club Direct	130-4710	114.43	
5009047479	12/05/2022	CDE/CASHIER'S OFFICE	130-4710	62.22	
5009047485	12/05/2022	Home Country Pizza	130-4710	1,050.85	
5009047515	12/06/2022	Driftwood Dairy, Inc.	130-4710	2,532.44	
5009047519	12/06/2022	Farmivore Inc	130-4710	424.51	
5009047527	12/06/2022	Laubacher Farms, inc	130-4710	2,272.00	
5009047540	12/06/2022	Tri County Bread Service	130-4710	3,509.03	
5009047543	12/06/2022	SYSCO VENTURA, INC.	130-4710	51,114.17	
5009047545	12/06/2022	THE BERRY MAN, INC.	130-4710	8,245.25	
5009047549	12/06/2022	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	2,230.20	
5009047596	12/08/2022	THE BERRY MAN, INC.	130-4710	18,906.70	
5009047610	12/12/2022	Driftwood Dairy, Inc.	130-4710	3,745.59	
5009047656	12/13/2022	Driftwood Dairy, Inc.	130-4710	8,949.31	
5009047659	12/13/2022	Farmivore Inc	130-4710	1,934.92	
5009047663	12/13/2022	Laubacher Farms, inc	130-4710	2,182.00	
5009047667	12/13/2022	Tri County Bread Service	130-4710	2,206.98	
5009047672	12/13/2022	SYSCO VENTURA, INC.	130-4710	52,243.89	
5009047673	12/13/2022	THE BERRY MAN, INC.	130-4710	24,808.85	
5009047730	12/20/2022	Driftwood Dairy, Inc.	130-4710	1,972.26	
5009047735	12/20/2022	Farmivore Inc	130-4710	325.79	
5009047753	12/20/2022	Laubacher Farms, inc	130-4710	822.00	
5009047796	12/27/2022	Tri County Bread Service	130-4710	89.33	
5009047804	12/27/2022	SYSCO VENTURA, INC.	130-4710	9,363.07	
5009047805	12/27/2022	THE BERRY MAN, INC.	130-4710	3,811.00	
5009047813	12/27/2022	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	6,071.10	
5009047493	12/05/2022	Puretec Industrial Water	130-5600	492.20	

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

ReqPay12a

Board Report

Checks Dated 12/01/2022 through 01/04/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009047587	12/08/2022	Puretec Industrial Water	130-5600	598.63	
5009047634	12/12/2022	Puretec Industrial Water	130-5600	246.10	
5009047666	12/13/2022	Puretec Industrial Water	130-5600	124.90	
5009047713	12/15/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	3,313.11	
5009047766	12/20/2022	Puretec Industrial Water	130-5600	246.10	
5009047812	12/27/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5600	2,184.16	
5009047459	12/01/2022	Live Scan Ventura	130-5800	52.00	
5009047600	12/08/2022	VENTURA COUNTY FARM TO SCHOOL	130-5800	7,000.00	
5009047770	12/20/2022	U.S. Bank Corporate Payment Systems	130-5800	875.00	
5009047605	12/12/2022	AT&T	130-5900	3.02	
5009047782	12/27/2022	AT&T	130-5900	40.45	
5009047479	12/05/2022	CDE/CASHIER'S OFFICE	130-9320	31.62	
<b>Total Number of Checks</b>			<b>46</b>	<b>239,357.05</b>	
5009047440	12/01/2022	Cyber Copy	212-5800	141.50	
5009047514	12/06/2022	Cyber Copy	212-5800	31.80	
5009047653	12/13/2022	A4E	212-5800	12,556.50	
5009047780	12/27/2022	A4E	212-5800	11,168.75	
5009047811	12/27/2022	Ventura County Star	212-5800	48.52-	
5009047525	12/06/2022	KBZ Architects	212-6101	900.00	
5009047622	12/12/2022	KBZ Architects	212-6101	5,369.50	
5009047771	12/20/2022	Venco Western	212-6102	510.00	
5009047628	12/12/2022	NV/S West, Inc.	212-6135	4,142.00	
5009047518	12/06/2022	EJS Construction, Inc	212-6202	101,738.30	
5009047846	12/29/2022	EJS Construction, Inc	212-6202	154,548.75	
5009047622	12/12/2022	KBZ Architects	212-6219	2,453.00	
5009047750	12/20/2022	KBZ Architects	212-6220	3,910.00	
5009047726	12/20/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	32,476.00	
5009047751	12/20/2022	KENCO CONSTRUCTION SERVICES	212-6290	14,820.00	
<b>Total Number of Checks</b>			<b>14</b>	<b>344,717.58</b>	
5009047883	12/29/2022	Sage Realty Group	251-5800	19,000.00	
5009047627	12/12/2022	Myers, Widders, Gibson, Jones	251-5802	539.04	
5009047518	12/06/2022	EJS Construction, Inc	251-6102	6,084.00	
5009047620	12/12/2022	Hughes General Engineering	251-6102	12,465.00	
5009047632	12/12/2022	Omega Construction Co. Inc	251-6202	38,580.00	
5009047604	12/12/2022	A4E	251-6219	16,030.00	
<b>Total Number of Checks</b>			<b>6</b>	<b>92,698.04</b>	
5009047678	12/13/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009047811	12/27/2022	Ventura County Star	252-5800	744.02	
5009047621	12/12/2022	JENSEN DESIGN & SURVEY	252-6135	2,342.50	

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

ESCAPE ONLINE

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**Checks Dated 12/01/2022 through 01/04/2023**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
Total Number of Checks			3	15,686.52	
5009047820	12/27/2022	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	1,850.00	
5009047783	12/27/2022	Dave Bang Associates, Inc of CA	490-6102	169,971.72	
5009047647	12/12/2022	TAFT ELECTRIC	490-6202	52,250.00	
5009047785	12/27/2022	Container Alliance	490-6400	5,436.38	
Total Number of Checks			4	229,508.10	

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	452	2,726,014.01
130	Cafeteria Fund	46	239,357.05
212	Building Fund Measure L	14	344,717.58
251	CAPITAL FACILITIES - RESIDENTI	6	92,698.04
252	CAPITAL FACILITIES COMMERCIAL	3	15,686.52
490	Capital Projects Fund for Blen	4	229,508.10
Total Number of Checks		511	3,647,981.30
Less Unpaid Tax Liability			.00
Net (Check Amount)			<u>3,647,981.30</u>

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.

ISSUED: **ONLINE**



10.4





### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Approval of the January Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Jan 18, 2023
Absolute Date	Jan 18, 2023
Recommended Action	Administration recommends approval of this item.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Staff recommends approval of the January personnel report.

PERS Report - January 18, 2023.pdf (61 KB)

### Administrative Content

### Executive Content

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





**RIO SCHOOL DISTRICT**  
**January 18, 2023**

**Certificated Personnel Report**

**Certificated Leave of Absence:**

Guynn, Robert James, Resource Teacher, Rio Lindo/Rio Rosales, (1.0 FTE) Leave of Absence Effective 01/03/2023 - 03/31/20

**Certificated Ratification of Employment:**

Solorio, Michelle, Art Teacher, District 1.0 (FTE) Effective 12/12/2022

Berghoff, Sarah, Multiple Subject Teacher, District 1.0 (FTE) Effective 12/12/2022

**Classified Personnel Report**

**Classified Leave of Absence:**

Alcala, Karla, Instructional Assistant/Sped, (5.75) hours, Rio Real, effective 1/20/23 -3/24/23

**Classified Promotion:**

Bedia, Areli, from Food Service Worker I, (2) hrs, Rio Lindo to Food Service Worker I, (4.25) hrs, Rio Plaza, effective 1/9/23

Romero, Serena, promotion from Food Service Worker I, (2) hrs, Rio Real to Food Service Worker I, (3) hrs, Rio Del Sol, effective 1/9/23

**Classified Ratification of Employment:**

Chavez, Natalia, Campus Supervision Assistant, (5) hours, Rio Del Norte, effective 12/13/22

Torres, Agraz, Juana, Campus Supervision Assistant, (5.5) hours, Rio Plaza, effective 12/8/22

**Classified Resignation:**

Raigoza, Savannah, from Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 12/30/22

Valdivia, Arlene, from Food Service Worker I, (2.5) hours Rio Real, effective 1/5/23

Valdivia, Arlene, from Food Service Worker I, (3) hours Rio Real, effective 1/5/23

**Classified Voluntary Transfer:**

Romero, Serena, from Food Service Worker I, (2) hrs, Rio Real to Food Service Worker I, (2) hrs, Rio Del Sol, effective 1/9/23



10.5





**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends approval of the Williams quarterly report from October to December, 2022.

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

**Rationale:**

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

Williams UCP Quarterly Report January 2023.pdf (80 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.*



Quarterly Report on Williams Uniform Complaints  
 [Education Code Section 35186]  
 Fiscal Year 2022-23

District: Rio School District  
 Person completing this form: John Puglisi  
 Title: Superintendent

Quarterly Report Submission Date:  October 31, 2022 (7/1/22 to 9/30/22)  
 (check one)  January 31, 2023 (10/1/22 to 12/31/22)  
 April 28, 2023 (1/1/23 to 3/31/23)  
 July 31, 2023 (4/1/23 to 6/30/23)

Date for information to be reported publicly at governing board meeting: January 18, 2023

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
Totals	0	0	0

John Puglisi  
 Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent





10.6





### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Contract with ATX Learning Group for Speech & Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	94,700.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the ATX Learning Group contract.

### Public Content

Speaker: Erika Johnson, Director of Special Education

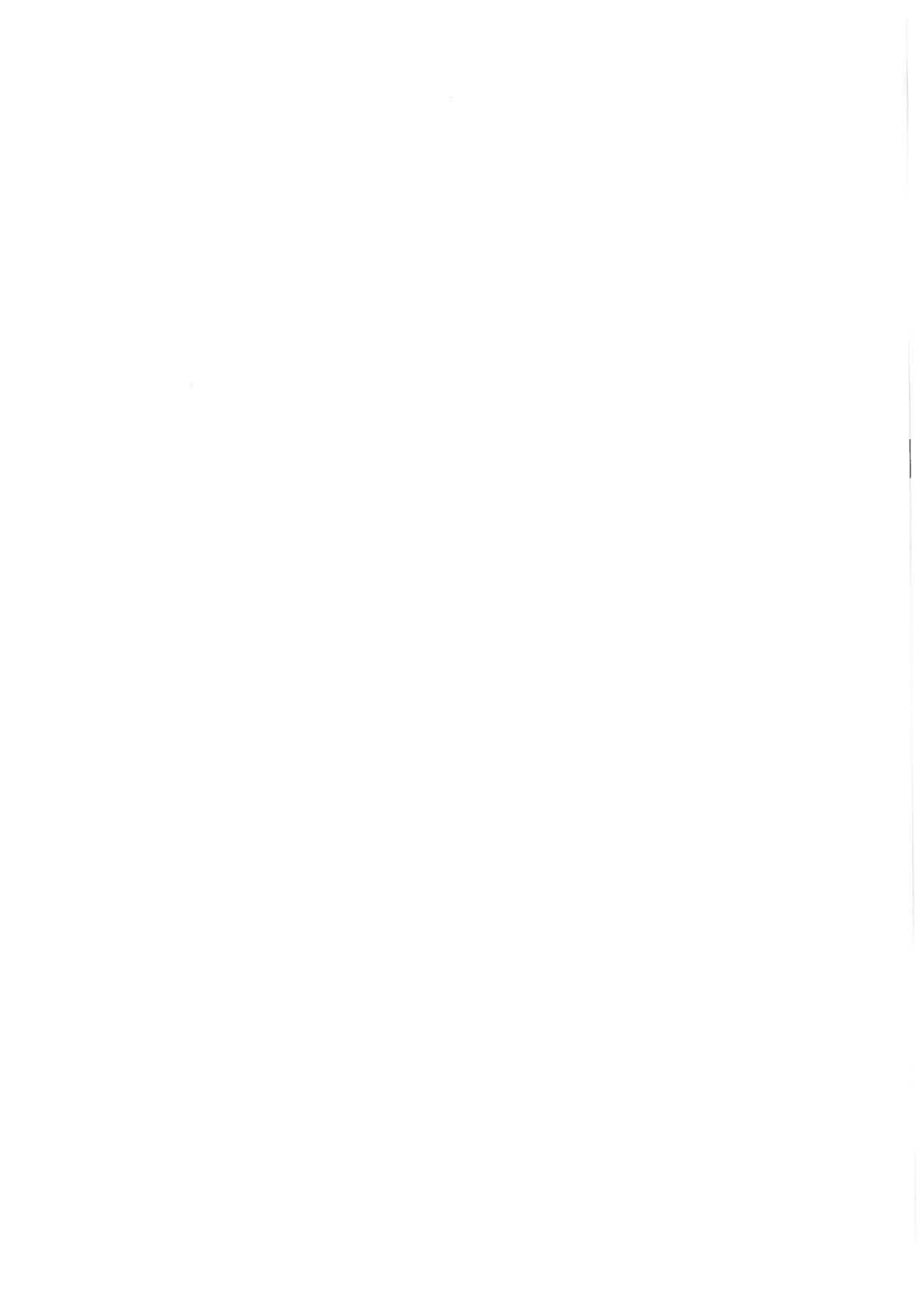
### Rationale:

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, **in-person** Speech and Language Pathologist (SLP) with ATX Learning Group to deliver speech/language services (in-person) for the remainder of the 2022-2023 school year or until a qualified district hired SLP provider is available to execute these services.

This contract is in lieu of one full time virtual SLP position with Maxim Healthcare Inc. that was previously board approved. The in-person SLP from ATX Learning Group 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.

[ATX-PROFESSIONAL SERVICES AGREEMENT - Rio School District - Ana.pdf \(244 KB\)](#)

### Administrative Content





## PROFESSIONAL SERVICES AGREEMENT

This agreement ("Services Agreement") made and entered into between **Rio School District** (hereinafter referred to as **Client**) located at **1800 Solar Dr, Oxnard, CA 93030, United States** and **Ausin Texas Learning Group Llc 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](http://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.

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*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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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: 01/06/2023

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**

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ATX Professional Services Agreement



**EXHIBIT – A**

Name:	Ana Molina
Services:	Spanish bilingual Speech Language Pathologist
Hourly Rate for Services:	\$103 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:	January 09, 2023
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:	

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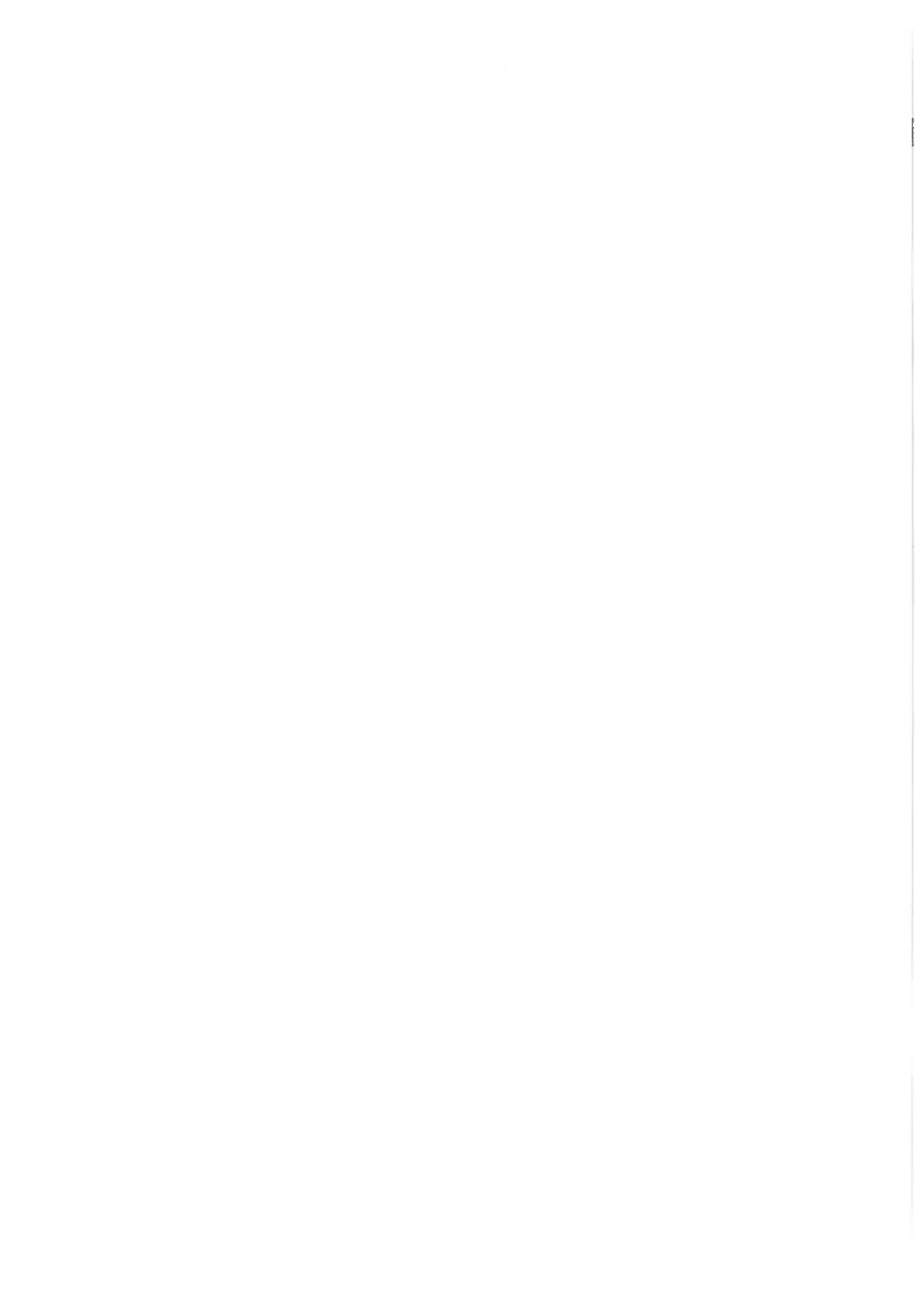
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10.7







### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Contract with Pioneer Healthcare Services for Occupational Therapy Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	75,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Pioneer Healthcare Services contract.

### Public Content

Speaker: Erika Johnson, Director of Special Education

#### Rationale:

Due to a shortage in qualified, Occupational Therapist 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, in-person Occupational Therapist with Pioneer Healthcare Services to deliver occupational therapy services for the remainder of the 2022-2023 school year or until a qualified district hired Occupational Therapist provider is available to cover the current leave of absence and to execute these services.

The Occupational Therapist from Pioneer Healthcare Services 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 Occupational Therapist will be invited to attend regular district meetings and training in order to build rapport within the department and strengthen district special education programs.

Pioneer Contract.pdf (348 KB)

### Administrative Content





## **Statement of Understanding**

Pioneer Healthcare Services (PIONEER) is committed to providing the highest standard of service and to the delivery of safe, caring, quality patient care. We support and uphold the Joint Commission's Health Staffing Services Standards and Elements of Performance.

PIONEER has thus informed our clients of the following:

**Subcontractors** – PIONEER will not engage subcontractors to provide assigned employees unless agreed to in advance by the client.

**Floating** – PIONEER employees may only be placed in assignments that match the job description and clinical skills for which PIONEER assigns them. If an employee is asked to float to another department, the department should be like a department or unit. The floated employee must have demonstrated previous competency, have appropriate certifications or credentials for that department/unit and receive orientation. PIONEER employees should only be floated to areas of comparable clinical acuity.

**Competency Review** – PIONEER conducts extensive pre-employment screening and clinical assessments of its employees to establish profession competence. The client should cooperate in providing a review or evaluation of each assigned employee based upon the ability to perform the job functions and responsibilities expected by the facility. At a minimum these should be provided upon completion of the first shift worked. The absence of feedback will be assumed that our employee(s) are meeting performance expectations.

**Orientation of Employees** – PIONEER will provide all new employees with an orientation to PIONEER policies, procedures and practices. It is the responsibility of the client to orient PIONEER employees to the facility, its rules, and to acquaint them with the specific facility policies and procedures where assigned. This includes equipment and the ability to properly, competently use the equipment as well as access and training on the electronic medical record documentation system.

**Employees of Independent Contractors** – As the provider of staffing services, PIONEER is the employer of assigned employees.

**Incident/Error Tracking System** – Upon notification of incidents and/or errors, PIONEER shall document and track all incidents, errors, and sentinel events related to the care and



services provided within 24 hours. Information is to be shared and reported appropriately to regulatory bodies and the Joint Commission is required

**Communicating Occupation Safety Hazards/Events** – It is the responsibility of the client to notify PIONEER within 24 hours of any competency issues and/or incidents related to the assigned employee. Client agrees to communicate with PIONEER whenever an accident/injury report related to an assigned employee is completed.

**Requirements of Staff Specified** – The requirements of staff sent to the client by PIONEER are to be determined by the customer. It is PIONEER's obligation to comply with the client requirements by supplying staff that have the documented competencies and credentials to satisfy the requirements specified by the client in order to deliver safe care to the patients.

**Staff Matching Requirements** – PIONEER will verify the assigned employee's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment and those of the clients.

**Conflict of Interest** – PIONEER discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member which is disclosed as or found to a) impair the individual's objectivity or b) create an unfair competitive advantage for any person or organization other than PIONEER. Conflict of Interest means more than individual bias. There must be a financial interest that could directly affect the work or services of personnel to be considered a conflict. PIONEER reviews and evaluates this on an annual basis

For complaints or concerns, please call Pioneer Healthcare Services at 800-683-1209.



**ATTACHMENT A**

**PIONEER HEALTHCARE SERVICES LLC  
SUPPLEMENTAL STAFFING RATES FOR  
RIO SCHOOL DISTRICT**

Charges will be based on the following rate schedule effective as of 12/7/22.:

<b><u>Position</u></b>	<b><u>Bill Rate</u></b>
Speech Language Pathologist - CCC	\$88.00-\$105.00
Speech Language Pathologist - CFY	\$63.00 - \$80.00
Speech Language Pathologist Assistant	\$63.00-\$68.00
Occupational Therapist	\$88.00-\$105.00
Certified Occupational Therapy Assistant	\$65.00-\$70.00
Physical Therapist	\$88.00-\$105.00
Physical Therapy Assistant	\$65.00-\$70.00
School Psychologist	\$88.00-\$105.00
RN/LVN	\$75.00-\$90.00
BCBA	\$80.00-\$90.00
Mileage	2021 IRS Max

**Classifications**

Rates are based on required demonstrated competency of personnel.

**Overtime.** Overtime rates are charged for all hours worked in excess of eight (8) hours per day or forty (40) per week or according to applicable state law. Overtime must have CLIENT supervisory approval. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours. The overtime rate for hours worked after twelve (12) hours in a given shift is billed as two (2) times the regular billing rate according to the applicable state law.

**Holidays.** Holiday rates will apply to shifts beginning at 7:00 p.m. the night before the holiday through 11:59 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

Thanksgiving Day	New Year's Day
Labor Day	Memorial Day
Independence Day	Presidents Day
Martin Luther King Day	Christmas Day
Veterans Day	Columbus Day

CLIENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date







**Client Confirmation of Assignment**

This serves as a confirmation of the assignment scheduled between Pioneer Healthcare Services LLC and Rio School District (Client).

**Amelia McDowell - OT (Pioneer Healthcare Employee)** is scheduled to work at **Rio School District (1800 Solar Dr. Oxnard, California 93030)** at a bill rate of **\$81 per hour**.

**Amelia McDowell - OT - (Employee)** is scheduled to work **40 hours** per week.

**Amelia McDowell - OT - (Employee)** is scheduled to work on the following days: **January 9th, 2023 - June 16th, 2023**

**Amelia McDowell - OT - (Employee)** is requesting the following days off: **None**

Scheduled workdays cannot be canceled by the client, and any changes to this confirmation must be agreed upon in writing and signed by Pioneer Healthcare and Rio School District (Client). **REQUIRED NOTICE: 30 days**

All language in the current Staffing Agreement between Pioneer Healthcare and Rio School District (Client) still applies.

Pioneer Healthcare Services LLC

Signature: *Sarah Paul*

Print Name: **Sarah Paul**

Title: **Account Manager**

Date: **11 / 23 / 2022**

Client: Rio School District

Signature: *Erika Johnson*

Print Name: **Erika Johnson**

Title: **Director of Pupil Personnel Service**

Date: **1/5/23**



## **CLIENT STAFFING AGREEMENT**

This CLIENT Staffing Agreement ("Agreement") is entered into this **12/7/22**, by and between **Rio School District**, with a location at **1800 Solar Drive, Oxnard, CA 93030**, referred to in this Agreement as "CLIENT," and **Pioneer Healthcare Services LLC**, a California limited liability company, with an office located at **6215 Ferris Square, Suite 120, San Diego, CA 92121** referred to in this Agreement as "PIONEER."

### **RECITALS**

**WHEREAS**, PIONEER operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to CLIENT and Client desires to engage PIONEER to provide personnel to supplement CLIENT's staff.

**THEREFORE**, in consideration of the above promises 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, CLIENT and PIONEER hereby agree to the following terms and conditions.

### **ARTICLE 1. TERM OF AGREEMENT**

**Section 1.01 Term and Termination.** This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year unless terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination of this Agreement.

### **ARTICLE 2. RESPONSIBILITIES OF PIONEER**

**Section 2.01 Services.** PIONEER will, upon request by CLIENT, provide licensed health care providers (i.e. RTs, SLPs, PTs OTs, PTAs, COTAs, RNs and LPNs) as specified by CLIENT (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

**Section 2.02 Personnel.** PIONEER will supply CLIENT with Personnel who meet the following criteria:

- A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to CLIENT, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to CLIENT administrator upon request.
- B. Meet PIONEER and CLIENT conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, background checks, and any other applicable hiring criteria, documentation of which will be kept in the PIONEER employee file.
- C. Shall, preferably have at least one (1) year of relevant professional experience and one (1) year of specialty experience, which shall be documented by references and kept on file.

**Section 2.03 Insurance.** PIONEER will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering sole negligent acts or omissions which may give rise to liability for services under this Agreement. PIONEER will provide a certificate of insurance evidencing such coverage upon request by CLIENT.

**Section 2.04 Employer Obligations.** PIONEER, or its subcontractor(s), will maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. PIONEER agrees to maintain documentation on all Personnel provided by PIONEER in an employee file.



**Section 2.05 Record Access.** In instances where CLIENT is Medicare and/or Medicaid certified, PIONEER agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its facilities, books, documents and records will be made available to the Comptroller General of the Government Accounting Office of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.

### **ARTICLE 3. RESPONSIBILITIES OF CLIENT**

**Section 3.01 Requests for Personnel.** CLIENT will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by CLIENT at the time of the initial call.

**Section 3.02 Short-notice Requests.** PIONEER will bill CLIENT for the entire shift if an order for staff is made less than two (2) hours prior to the start of the shift, as long as the individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

**Section 3.03 Staff Order Cancellation.** Staffing requests are scheduled as either four (4) hour, ("half-day"), or six (6) to eight (8) hour, ("full-day") assignments. A six (6) to eight (8) hour assignment may be changed ("downsized") to a four (4) hour assignment up to twenty-four (24) hours before the assignment starts. All assignments (excluding travelers) may be canceled up to twenty-four (24) hours before that assignment starts. Late cancellations or changes made less than twenty-four (24) hours before an assignment starts will be billed the applicable minimum charge of either four (4) hours or six (6) hours (determined by the original length of the confirmed assignment). All cancellations and changes may only be made on business days. Monday morning shifts must be canceled no later than 8:00 AM on the previous Friday. Personnel available for travel are available in all disciplines for thirteen (13) week, twenty-six (26) week, or non-traditional assignments. Cancellation of a travel assignment requires a thirty (30) day written notice. A travel assignment cannot be canceled prior to 30 days after the start of the assignment. Late cancellation or early termination of a travel assignment will result in a charge to CLIENT of eighty (80) hours, plus the cost(s) of any fees or penalties that occur as a result of the late cancellation or early termination (i.e., apartment or furniture leases, security deposits, etc.)

**Section 3.04 Responsibility for Patient Care.** CLIENT retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards and laws. CLIENT is responsible for supervision and instruction of Personnel regarding policies, procedures, and CLIENT operation, specifically including, but not limited to, all necessary CLIENT safety procedures, equipment handling, and services to be rendered. CLIENT shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

**Section 3.05 Non-Solicitation.** For a period of twelve (12) months following the date on which a Personnel member last worked a shift at CLIENT, CLIENT agrees that it will take no steps to recruit or hire as its own employees or as a contractor those Personnel provided by PIONEER during the term of this Agreement. CLIENT understands PIONEER is not an employment agency and that Personnel are assigned to the CLIENT to render temporary service(s) and are not assigned to become employed by CLIENT. The CLIENT further acknowledges and agrees that the substantial investment in business related costs incurred by PIONEER in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that CLIENT, or any affiliate, subsidiary, department, or division of CLIENT hires, employs or solicits Personnel, CLIENT will be in breach of this Agreement and CLIENT agrees that damages would be too difficult to calculate. Accordingly, CLIENT agrees that if CLIENT recruits or hires Personnel who has been introduced to CLIENT through this Agreement, CLIENT agrees to pay PIONEER



liquidated damages equal to the sum of twenty-five percent (25%) of the Personnel's annualized salary for 1 year.

- Section 3.06 Non-performance.** If CLIENT concludes, in its sole discretion, that any Personnel provided by PIONEER have engaged in misconduct, or have been grossly negligent, CLIENT may require the individual to leave the premises and will notify PIONEER immediately in writing, providing in reasonable detail the reason(s) for such dismissal and provide PIONEER with a right to cure such situation, in PIONEER's sole discretion. CLIENT's obligation to compensate PIONEER for such individual's services will be limited to the number of hours actually worked. PIONEER will not reassign the individual to CLIENT without prior approval of the CLIENT. If PIONEER requests feedback, CLIENT shall provide feedback in a timely manner.
- Section 3.07 Right to Dismiss.** CLIENT may request the dismissal of any Personnel for any reason; provided, however, that PIONEER shall have the right to cure such dismissal, in PIONEER'S sole discretion. CLIENT agrees to notify PIONEER of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT shall be obligated to compensate PIONEER for such individual's services limited to the number of hours actually worked.
- Section 3.08 Insurance.** CLIENT will maintain at its sole expense a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering acts or omissions which may give rise to liability in connection with services under this Agreement. CLIENT will name PIONEER as additional insured on such policy and forward a copy of its professional liability insurance certificate to PIONEER prior to execution of this Agreement. CLIENT will give PIONEER prompt written notice of any material change in CLIENT coverage. CLIENT will provide evidence of such insurance to PIONEER upon PIONEER'S request.
- Section 3.09 Compliance with Regulatory Standards.** In all instances where Personnel are supervised by CLIENT, CLIENT shall be required to document and develop an incident report of any injury, illness, or ailment experienced by Personnel at the CLIENT workplace in accordance with applicable federal, state and local laws, rules and regulations.

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

- Section 4.01 Orientation.** PIONEER will cooperate with CLIENT to promptly provide Personnel with an orientation to CLIENT. PIONEER shall review instructions regarding confidentiality (including patient and employee), and orient Personnel to the specific Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the CLIENT's specific policies and procedures provided to PIONEER for such purpose.
- Section 4.02 Non-discrimination.** Neither PIONEER nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.
- Section 4.03 Timesheets.** Personnel will comply with Client's timekeeping process. Personnel will obtain Client supervisory approval on a weekly basis for hours worked on assignment.

#### **ARTICLE 5. COMPENSATION**

- Section 5.01 Rates.** PIONEER will supply Personnel under this Agreement at the rates listed in Attachment A.
- Section 5.02 Billing.** PIONEER will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week. Invoices are to be sent to the following CLIENT address:

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





**Section 5.03 Payment.** All amounts due to PIONEER are due and payable within thirty (30) days from date of invoice. Pioneer shall offer CLIENT a 2% discount if invoice is paid and delivered to PIONEER within seven (7) days from date of invoice. Discount will only apply if PIONEER receives the funds by check or ACH no later than the seventh (7<sup>th</sup>) day after the date of invoice. If funds arrive at the Pioneer office or are deposited by ACH after the seventh (7<sup>th</sup>) day from date of invoice, CLIENT will be responsible for the full 100% total amount of the invoice and will need to send another check or ACH for the remaining 2% that was not paid. CLIENT will send all payments to the following address:

**Pioneer Healthcare Services, LLC  
6215 Ferris Square, Suite 120  
San Diego, CA 92121**

**Section 5.04 Mileage Reimbursement.** CLIENT agrees to pay PIONEER for any mileage required during the regular course of business as needed by the facility or school district. PIONEER shall submit mileage to client through an invoice and the payment shall be as detailed in section 5.03. CLIENT agrees to pay mileage at the current standard IRS rate.

**Section 5.05 Late Payment.** Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1 & 1/2%) 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 5.06 Rate Change.** PIONEER will give CLIENT at least thirty (30) days advance, written notice of any change in rates.

#### **ARTICLE 6. GENERAL TERMS**

**Section 6.01 Independent Contractors.** PIONEER and CLIENT are independent legal entities. Nothing contained in this Agreement will 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 PIONEER nor CLIENT 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 6.02 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or more than 51% of the capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

**Section 6.03 Indemnification.** PIONEER agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole gross negligent performance of PIONEER, its directors, officers, employees, or agents under this Agreement only. CLIENT agrees to indemnify and hold harmless PIONEER, its directors, officers, shareholders, employees, and agents from and against any and all losses, damages, claims, actions, or liabilities, and expenses connected therewith (including reasonable attorney's fees) which may be asserted against them by third parties arising out of any act or inaction of CLIENT, its directors, officers, employees, or agents under this Agreement.

**Section 6.04 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**

**Pioneer Healthcare Services, LLC**  
**6215 Ferris Square, Suite 120**  
**San Diego, CA 92121**

- Section 6.05** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.06** **Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement between CLIENT and PIONEER 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. 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. No amendments to this Agreement will be effective unless made in writing and signed by both parties.
- Section 6.07** **Availability of Personnel.** The parties agree that PIONEER's duty to supply Personnel on request of CLIENT is subject to the availability of qualified Personnel. The failure of PIONEER to provide Personnel or the failure of CLIENT to request Personnel results in no penalty to CLIENT or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.08** **Compliance with Laws.** PIONEER and CLIENT agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations.
- Section 6.09** **Severability.** In the event that one or more provisions 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.
- Section 6.10** **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State to be determined at the sole discretion of PIONEER, without regard to its principles of conflict of laws.
- Section 6.11** **Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation.
- Section 6.12** **Limitation of Liability.** Neither PIONEER nor CLIENT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages. In no event shall PIONEER be liable to CLIENT in an amount that exceeds the fees paid to PIONEER by CLIENT pursuant to the terms of this Agreement.
- Section 6.13** **Amendment.** No Amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- Section 6.14** **Legislative Changes.** In the event Medicare, Medicaid or any third party payor, or any other Federal, State or Local law, rules regulations, or interpretations at any time change the method of reimbursement or payment of services under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, or interpretation, this Agreement shall terminate as of such effective date.
- Section 6.15** **Arbitration.** All disputes relating to this Agreement shall be resolved exclusively by binding arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association within 90 days in a location to be determined at



the sole discretion of PIONEER. There shall be one arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration Rules. In all actions, at law or in equity, arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

**ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

**Section 7.01 HIPAA Compliance.** In instances where PIONEER receives Protected Health Information, herein referred to as "PHI" in connection with the Services provided to CLIENT, PIONEER and CLIENT agree that they shall each:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1986, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and;
- 2) Adhere to all requirements of any regulation promulgated thereunder.
- 3) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. PIONEER shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than provided for by this Agreement.
- 4) Promptly report any violations, use and/or disclosure of a client/patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

**Section 7.02 Breach of Confidentiality.** In the event that either party is in breach of any provision(s) of this Article and Section 6.12 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

**(Signatures to follow on the next page)**

CLIENT and PIONEER 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 above.

RIO SCHOOL DISTRICT

PIONEER HEALTHCARE SERVICES LLC:

\_\_\_\_\_  
Signature

*Sarah Paul*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Sarah Paul, Account Manager  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

12/28/2022  
\_\_\_\_\_  
Date



10.8







**Agenda Item Details**

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of Proposal from KBZ Architects, Inc. for the Rio Del Valle Middle School Sports Fields, Phase 2
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	136,600.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Proposal from KBZ Architects, Inc. for the Rio Del Valle Middle School Sports Fields, Phase 2

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

In coordination with the District's Master Planning efforts, the related environmental review, and considering current and future drought issues, the District has instructed KBZ to revise the current design of the Fields Phase 2 project in order to change both baseball fields to artificial turf. KBZ has contacted FieldTurf regarding their DoublePlay artificial turf system, which emulates traditional grass with clay systems and will incorporate that product as the basis of design. This proposal also includes services for Bid/Negotiate, Construction Administration, and Close Out for Phase 2, which was not included in the original Agreement.

KBZ Proposal.pdf (280 KB)

**Administrative Content**

**Executive Content**





30 September 2022

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

Re: Rio Del Valle MS Sports Fields – Phase 2

Dear Mr. Saleh,

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

In coordination with the District's Master Planning efforts, the related environmental review, and considering current and future drought issues, the District has instructed us to revise the current design of the Fields Phase 2 project in order to change both baseball fields to artificial turf. KBZ has contacted FieldTurf regarding their DoublePlay artificial turf system, which emulates traditional grass with clay systems and will incorporate that product as the basis of design. This proposal also includes services for Bid/Negotiate, Construction Administration, and Close Out for Phase 2, which was not included in the original Agreement.

**OUTLINE OF SERVICES:**

1. **Phase 2 Construction Documents Revisions and DSA processing (additional to prior Agreement):**
  - Additional topographic survey scope necessary for revised drainage system (different for artificial turf).
  - Revised construction document plan set for Phase 2, including architectural, civil, landscape planting & irrigation, structural, mechanical, plumbing, electrical/low voltage.
  - Revised project specifications, as required for bidding and DSA review.
2. **Bid/Negotiate (Phase 2)**
  - 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 (Phase 2)**
  - 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 4 months (16 meetings included), keeping the District apprised of progress throughout.
  - KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
  - KBZ will participate in two 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:** \$136,600.00 (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).

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



**Rio School District  
Rio Del Valle Sports Fields Ph.2  
Proposal - Agreement**

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<sup>BD+C</sup>**  
Principal Architect  
California License #C25839

*Attached: Phase 2 Fee Breakdown*

Agreed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

RSD Rio Del Valle MS Sports Fields - Phase 2

30 September 2022

	Principal		KBZ Proj. Mgr.		Arch. Assistant		Civil	Survey	Landscape	Consultants		M/P	Electrical	Cost Est.	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate				Structural					
<b>Construction Documents - Phase 2 Revisions</b>															
CD-2.1	12	\$220		\$175	24	\$140	\$30,000	\$7,560	\$38,500						\$84,540.00
CD-2.2	2	\$220		\$175	2	\$140									\$6,000.00
CD-2.3	8	\$220		\$175		\$140									\$1,760.00
<b>Bid Assistance - Phase 2</b>															
BA-2.1	4	\$220		\$175	2	\$140	\$500			\$500	\$500		\$500		\$4,820.00
BA-2.2	4	\$220		\$175	4	\$140									\$1,160.00
BA-2.3	1	\$220		\$175		\$140									\$1,440.00
<b>Construction Administration - Phase 2</b>															
CA-2.1	2	\$220		\$175	2	\$140	\$7,000		\$5,660	\$5,500	\$1,000	\$2,500			\$45,740.00
CA-2.2	32	\$220		\$175	16	\$140									\$720.00
CA-2.3	16	\$220		\$175	32	\$140									\$9,280.00
CA-2.4	16	\$220		\$175	8	\$140									\$8,000.00
CA-2.5	2	\$220		\$175	2	\$140									\$4,640.00
CA-2.6	2	\$220		\$175	2	\$140									\$720.00
<b>Total Fees:</b>							\$37,500	\$7,560	\$44,160	\$6,000	\$1,500	\$3,000	\$0	\$135,100.00	

Reimbursable Allowance:

															\$1,500.00
<b>Total Proposed Fee:</b>															<b>\$136,600.00</b>



10.9







### Agenda Item Details

Meeting	Jan 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of Change Order #2 from EJS Construction for the Rio Plaza Shade Structures, Project 22-06L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	53,440.79
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve Change Order #2 from EJS Construction for the Rio Plaza Shade Structures, Project 22-06L

### Public Content

#### Speaker:

Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

During the initial drilling of the shade structure foundation holes, an unforeseen soil condition was encountered where large round river rocks were discovered within the soil at various depths, causing the drilled foundation hole to enlarge and collapse in upon itself during the drilling. This condition caused the drilled hoes to cave in and expand or grow to the more than 5' in diameter. The Geotech Firm was notified and a revised method was provided to drill the foundations and stabilize the holes drilled with a 3 sack concrete slurry, then re-drill the foundation hole thru the new slurry once the concrete slurry had hardened to deter cave-ins of the drilled foundation hole.

EJS Change Order\_001.pdf (698 KB)

### Administrative Content

### Executive Content



# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93030

January 03, 2023

Attn: Dr. Puglisi

Subject: Rio Plaza Elementary School

Re: Project 22-06L Rio Plaza Shade Structure  
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: Revise & Change Drilling Operation and Installation of Concrete Shade Structure Foundations Due to Unforeseen Site/Soil Condition. (River Rock at Various Depths)

**\$53,440.79**

Total CO #2	\$	<b>53,440.79</b>
Previous Approved CO's	\$	3,900.72
Original Contract	\$	592,000.00
<b>Revised Contract</b>	<b>\$</b>	<b>649,341.51</b>

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, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 2  
1-03-2023**

PROJECT NO: RSD 22-06L

CO NO: 2

PROJECT NAME: Rio Plaza Shade Structure

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

**COST:**

Original Contract Amount	\$ 592,000.00
Previous Approved Change Orders	\$ 3,900.72
This Change Order	\$ 53,440.79
Adjusted Contract Amount	\$ 649,341.51

**TIME:**

Original Contract Completion Date	December 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	60
Adjusted Contract Completion Date	February 2023

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 1/3/23

PCO to Contract  
Rio Bid RSD #22-06L



Original Contract

\$ 592,000.

PCO No.	GC No.	Description	Reason	Cost/Credit
2	EJS	Revise & Change Drilling Operation and Installation of Concrete Foundations for New Shade Structure Due to Unforeseen Site/Soil Condition (Subterranean River Rocks buried in Sandy Soil at Various Depths)Encountered During Initial Drilling of Shade Structure Foundations	During the initial drilling of the shade structure foundation holes per the contract that are 3' round by 12' deep, an Unforeseen Soil Condition was encountered where large round river rocks were discovered within the soil at various depths, causing the drilled foundation hole to enlarge and collapse in upon itself during the drilling. This condition caused the drilled holes to cave in and expand or grow to more than 5' in diameter. The Geotech Firm was notified and a revised method was provided to drill the foundations and stabilize the holes drilled with a 3 sack concrete slurry, then re-drill the foundation hole thru the new slurry once the concrete slurry had hardened to deter cave ins of the drilled foundation hole.	\$53,440.79

Total CO #2	\$ 53,440.79
Previous Approved CO's (#1)	\$ 3,900.79
Original Contract	\$ 592,000.00
Revised Contract	\$ 649,341.58

